Board Book
April 15, 2021

MISSISSIPPI BOARD OF TRUSTEES OF STATE
INSTITUTIONS OF HIGHER LEARNING
Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

Finance Committee | April 14, 2021 2:00p | Board Office
Health Affairs Committee | April 14, 2021 3:00p | Board Office
IHL Board Meeting | April 15, 2021, 9:00a | Jackson State University

MEETINGS SCHEDULE

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ADJOURNMENT
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on January 6, 2021, to each and every member of said Board said date being at least five days prior to this March 18, 2021 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham (via Zoom), Mr. Tom Duff (via Zoom), Dr. Ford Dye (via Zoom), Mr. Shane Hooper (via Zoom), Ms. Ann H. Lamar (via Zoom), Ms. Jeanne Carter Luckey (via Zoom), Mr. Bruce Martin (via Zoom), Dr. Alfred E. McNair, Jr. (via Zoom), Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker (via Zoom), and Dr. J. Walt Starr (via Zoom). The meeting was called to order by Dr. Ford Dye, President. Trustee Hooper introduced Dr. Richard Price, Senior Minister at The North Green Street Church of Christ in Tupelo, MS, who provided the invocation.

Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19, members of the Board participated in the meeting in person or via Zoom. In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this meeting were recorded by name in a rollcall. This was a regular monthly meeting of the Board.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Duff, with Trustee Luckey absent and not voting, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on February 18, 2021.

CONSENT AGENDAS

On motion by Trustee McNair, seconded by Trustee Marin, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

ACADEMIC AFFAIRS

1. SYSTEM – Approved the following new academic degree program.
   a. MSU – Bachelor of Business Administration (BBA) in Supply Chain Logistics
      CIP code: 52.0203
      Total credit hours: 120
      Effective date: August 2021

FINANCE

2. MSU – Approved the request to enter an Amendment to License Agreement with Springer Nature Customer Service Center, LLC (“Springer”) related to subscriptions to 58 electronic journals. These research-oriented journals are used by MSU faculty, staff and students for educational and research purposes. The term of the agreement is three years from April 1, 2021 through December 31, 2023. The total contract amount is $1,114,685.81: year 2021
- $358,435.18; year 2022 - $371,387.40; and year 2023 - $384,863.23. The contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

3. **MSU** – Approved the request for the university on behalf of its Social Science Research Center (SSRC), to modify an existing lease agreement with the Mississippi State University Research & Technology Corporation (RTC) in the Mississippi Technology Center (1 Research Blvd) in the Thad Cochran Research, Technology & Economic Development, in Starkville, Mississippi, to add an additional 6,580 square feet of office space. The term of the original lease agreement began on April 1, 2019 and will expire on March 31, 2024. The modification will be effective July 1, 2021, and will expire on March 31, 2024, consistent with the expiration date of the original lease agreement. The total cost for the additional space gained through the lease modification will be $210,625.80, or $6,382.60 per month. The agreement will be externally funded with grants and contracts. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment of the monthly rent in advance each month. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. **MUW** – Approved the request to enter a Web Portal and Mobile Application agreement with Campus EAI, Inc. to provide a single sign-on portal and mobile application for the campus community. The term of the contract is five years beginning June 22, 2021 and ending June 21, 2026. The total contract amount is $301,983.20. The agreement will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

5. **UM** – Approved the request for the university’s Marketing & Communications and Information Technology departments to enter a contract with OHO Corporation to redesign and build a modern, fully accessible olemiss.edu website. The contract term will be for two years beginning on March 19, 2021 and ending on March 18, 2023. The total contract amount will not exceed $761,350. The source of funding for the contract will be educational and general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. **UMMC** – Approved the request to enter an Agreement with ABIOMED, Inc. for the purchase of Impella Circulatory Support Catheters and accessories. The Impella devices are used in high-risk coronary interventions, as well as myocardial infarction patients, as a means of emergency cardiac recovery. The Board also approved the request to allow the university to add or remove products under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level. The term of the agreement is three (3) years, from April 1, 2021, through March 31, 2024. The total estimated cost of the Agreement is $3,525,000. UMMC has included a fifteen percent (15%) increase in years two (2) and three (3) to allow for potential volume growth. The Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the
proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

7. UMMC – Approved the request to waive the annual audit requirement applicable to the IHL approved affiliation agreement with UMMC Research Development Foundation (RDF) for the fiscal year ending June 30, 2020. As per requirements stipulated in Board Policy 301.0806 University Foundation/Affiliated Entity Activities Subsection D. General Requirements of Affiliation Agreements #9, staff have considered and reviewed the source documents for the following: 1) Both activities and assets of the RDF continue to remain low (approximately $14,400 as of January 2021); 2) Contracting for an external audit would represent a significant expense that, at this time, does not make sound financial or business sense, as the FY2019 audit cost $8,268 to complete; and 3) The RDF does not anticipate that the year-end financial statements for the current year will differ substantially from the financial statements as of the end of the most recently completed fiscal year.

8. UMMC – Approved the request to enter a Letter Agreement (Agreement) with Cisco Systems, Inc (Cisco) for the end user license of its Digital Network Architecture (DNA) software operated in conjunction with equipment used in UMMC’s network infrastructure. UMMC currently utilizes Cisco networking equipment throughout the institution. The DNA licenses under the proposed Agreement are for UMMC to replace outdated infrastructure and expand an internet-based network. Currently UMMC is restricted in the network bandwidth available in some areas of Campus. By replacing outdated equipment and adding equipment to expand the network UMMC will be able to provide the necessary bandwidth to expand the use of telehealth video visits throughout its campus. To date, UMMC can only provide video telehealth visits in certain areas. By increasing the size and capability of the network, UMMC will alleviate the bandwidth limitations of UMMC’s network allowing for increased video visits. This not only continues to aid in the current pandemic state but will provide increased access to healthcare for all Mississippians. The software is being purchased through Cisco’s authorized reseller MoreDirect, Inc. d/b/a Connection in conjunction with the associated equipment purchase. The term of the Agreement is three (3) years, from April 1, 2021, through March 31, 2024. The total potential cost of the Agreement is $3,200,000. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay the three (3) year license fee. This agreement will be funded by general funds and Mississippi Emergency Management Agency (MEMA) generated grant funding. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

9. UMMC – Approved the request to enter a Master Service Agreement with Stericycle, Inc. (Stericycle) for the removal of hazardous and nonhazardous pharmaceutical waste from certain UMMC locations. The agreement provides appropriate disposal of pharmaceutical waste as governed by the Environmental Protection Agency (EPA), federal, and state regulations. The Board also approved the request to allow the university to add and/or remove locations specified in the Agreement as needed without seeking prior Board approval as long as it does not increase the approved expenditure level. The term of the agreement is three (3) years, from April 1, 2021, through March 31, 2024. The estimated cost of the agreement over three (3) years is $575,000. UMMC has included a twenty
percent (20%) annual increase to allow for potential price increases and waste disposal volume changes. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

10. **UMMC** – Approved the request to enter an agreement with Terumo BCT, Inc (Terumo) for the purchase of disposables used with the Terumo Spectra Optia Apheresis Systems that UMMC currently owns. The Spectra Optia is a therapeutic apheresis, cell processing, and cell collection platform used to treat both adult and pediatric patients. The system adds, removes, or replaces blood components for patients undergoing treatments such as bone marrow transplant, sickle cell, leukemia, platelet disorders, or some neurological diseases. The Board also approved the request to allow the university to add or remove products as needed without seeking prior Board approval, as long as it does not increase the approved expenditure level. The term of the agreement is two (2) years, from April 1, 2021, through March 31, 2023. The total estimated cost of the agreement over two (2) years is $900,000. UMMC has included a fifteen percent (15%) annual increase to allow for patient volume change. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

11. **UMMC** – Approved the request to enter a Services Agreement with Trust Healthcare Consulting Services, LLC d/b/a Trust HCS (Trust HCS) to perform professional fee remote coding services. Under the agreement, Trust HCS will perform professional fee coding, outpatient coding, and denial reviews as needed. Medical coders assign the correct code to describe the type of service a patient will receive. This is necessary to make sure UMMC is charging appropriately for services provided. Coders also work as denial specialists, including responsibility for following up directly with commercial and governmental payers to resolve any billing issues and secure appropriate reimbursement. The term of the agreement is five (5) years, from April 1, 2021, through March 31, 2026. The total estimated cost of the agreement is $3,450,000 over five (5) year term. This includes a ten percent (10 %) overage for potential volume increases. Fees are based on an hourly rate for all practice areas. The contract will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

12. **UMMC** – Approved the request to enter a Services Agreement with United Audit Systems, Inc. (UASI) to perform professional fee remote coding services. Under the agreement, UASI will perform professional fee coding, outpatient coding, and denial reviews as needed. Medical coders assign the correct code to describe the type of service a patient will receive. This is necessary to make sure UMMC is charging appropriately for services provided. Coders also work as denial specialists, including responsibility for following up directly with commercial and governmental payers to resolve any billing issues and secure appropriate reimbursement. The term of the agreement is five (5) years, from April 1, 2021, through March 31, 2026. The total estimated cost of the agreement is $3,800,000 over the five (5) year term. This includes a ten percent (10 %) overage for potential volume increases, as well as price increases beginning in year three (3). Fees are based on hourly rates for the individual practice areas included in the agreement. The contract will be
funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

13. **USM** – Approved the request to enter a lease agreement with University Mall, LLC for the use of 27,030 square feet of storage space, located at 3818 Hardy Street, in Hattiesburg, MS. to be used for storing furnishings and fixtures from various buildings in preparation for ongoing renovation work and planned future projects. This space will also be used to store under-utilized library materials and books, in addition to, the storage of props and set furnishings for the department of Theatre and Dance and their productions. The term of the lease is three (3) years effective April 1, 2021, with an option to renew for two (2) additional one (1) year terms. The terms are $10.0409412/per square feet for a total of $271,406.64 annually, payable in monthly installments of $22,617.22 on the first day of each month, during the initial term and any renewal term. The University will be responsible for utility costs for the Lease Premises during the term of the Lease. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to pay the monthly lease payment in advance on the 1st of the month. The contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

**REAL ESTATE**

14. **USM** – Approved the request to delete from inventory Building #994 (Greenhouse) located behind the Gulf Park Physical Plant on Chimney Pass. The 575 square foot structure is in a state of disrepair and no longer needed. The approval letter has been received from the Mississippi Department of Archives and History stating Building #994 is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.

15. **USM** – Approved the request to delete from inventory Building #22 Marine Operations. This building is a 2 story, reinforced concrete frame building located at the Gulf Coast Research Lab in Ocean Springs, MS. It was damaged by Hurricane Zeta and had an extensive backlog of deferred maintenance prior to the hurricane. The approval letter has been received from the Mississippi Department of Archives and History stating Building #22 is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.

16. **USM** – Approved the request to delete from inventory Building #43 Toxicology Quonset Hut. This is a metal storage building located at the Gulf Coast Research Lab in Ocean Springs, MS that was destroyed by Hurricane Zeta and is unusable. The approval letter has been received from the Mississippi Department of Archives and History stating Building #43 is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.
LEGAL

17. **MSU** – Approved the request to modify the contract with the law firm of Brunini, Grantham, Grower and Hewes, PLLC to perform services necessary in assisting the University with general construction, architectural, and real property related matters. This Modification #1 will extend the term of the contract for one (1) additional year or through March 19, 2022. The rate of pay for attorneys remains at $275 per hour and $125 per hour for paralegals with a maximum amount payable under this one-year term of $50,000. This firm carries professional liability insurance in the amount of $15,000,000 per claim with an annual aggregate of $30,000.00. This modification has been approved by the Office of the Attorney General.

18. **MSU** – Approved the request to enter a contract with the law firm of Jones Walker, LLP, to perform services necessary in assisting and advising the University on legal issues concerning the review of strategic financing options, tax-exempt bond arbitrage, and rebate compliance and the use of bond-financed building and other matters relating to bond issues. The term of the contract will be for one (1) year or through March 19, 2022. The firm will provide legal representation on an hourly rate of $165.00 for Special Counsel, $225.00 for Partners, and $60.00 for paralegals with a maximum amount payable of $50,000. This firm carries professional liability insurance in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. This contract has been approved by the Office of the Attorney General.

19. **MSU** – Approved the request to modify a contract with Ware Immigration to provide services necessary in preparing labor certification documents on behalf of Mississippi State University for its employees who seek permanent residence status and related immigration matters. This contract originated March 21, 2013, renewed by Modifications 1-7, extending through March 20, 2021. Modification #8 will extend the term of the contract for one (1) year or through March 20, 2022. The maximum amount payable under this term is $50,000 and the current fee schedule is provided below. All other provisions of the Agreement for Legal Services dated March 21, 2013, shall remain in effect. This firm carries professional liability insurance in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. The proposed modification has been approved by the Office of the Attorney General.

**Schedule of Legal Fees for Academia**

<table>
<thead>
<tr>
<th>Nonimmigrant Petitions and Processes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>H-1B petition</td>
<td>$2250.00</td>
</tr>
<tr>
<td>H-1B extension or amendment petitions (we handled original petition)</td>
<td>$2250.00*</td>
</tr>
<tr>
<td>H-1B withdrawal</td>
<td>$200</td>
</tr>
<tr>
<td>H-4 EAD (Employee may pay)</td>
<td>$750</td>
</tr>
<tr>
<td>*additional legal fee of up to $2,500 may apply for substantive requests for evidence</td>
<td></td>
</tr>
</tbody>
</table>

| TN petition or border/consulate processing            | $2250.00      |
| TN extension petition (we handled original)          | $2250.00      |
| E-3 petition or consular processing                  | $2250.00      |
| E-3 extension petition (we handled original)         | $2250.00      |
| O-1 petition                                         | $4250.00      |
| O-1 extension or amendment petition (we handled original) | $3000.00   |
| J-1 waiver (IGA or hardship)                         | $6000.00      |
J-1 waiver (Conrad) $6,000.00
J-1 waiver (no objection) $1,500.00
I-539 Fee for Dependents (Employee may pay) $750

Permanent Residence Process with Labor Certification: Faculty
Special Handling labor certification $3,000.00
(If position must be readvertised) $2,500.00
Additional fee if audited $500-1,500.00
Immigrant petition (I 140) $2,500.00

Permanent Residence Process with Labor Certification: Non-Faculty
Labor certification $5,000.00
Additional fee if audited $500-1,500.00
Additional fee if subject to supervised recruitment $2,500.00
Immigrant petition $2,500.00

Permanent Residence Process: Outstanding Professors and Researchers
Immigrant petition $6,000.00

Permanent Residence Process: National Interest Waiver
Immigrant petition $6,000.00
NIW or OP/OR RFE or NOID: case by case determination up to $2,500.00

Adjustment of Status (any Employment-Based Permanent Residence Matter)
Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal $2,500.00
“Standalone” AOS and related applications, principal $3,000.00
Adjustment of status and related applications, spouse, if together with principal application and I 140 $1,500.00
Adjustment of status of each child, concurrent with I 140 $1,000.00
“Standalone” adjustment of status, spouse (not concurrent with I-140) $2,000.00
“Standalone” adjustment of status, child $2,000.00
Reschedule biometrics appointment $150.00
Reschedule adjustment of status interview $150.00
I 485 J (standalone cases) $1,500.00

Employment Authorization and Advance Parole Renewal
Employment Authorization Renewal per individual $500.00
Advance Parole Renewal per individual $500.00

General Legal Advice and Unusual Matters Which Fall Outside This Fee Schedule
Such matters will be billed at our hourly rates:
David Ware per hour billed $350.00
WI Partners per hour billed $250.00
Associate Attorneys per hour billed $175.00
Paralegals per hour billed $100.00

20. USM – Approved the request to amend the Contractual Agreement entered into on July 1, 2019, with Butler Snow LLP, as outside counsel to perform services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters; commercial and regulatory matters; litigation, including but not limited to disputes relating to issues with the Federal Emergency Management Agency (FEMA); human resource matters, faculty, student, personnel and employment issues, general administrative matters, general legal advice, and investigations.
at the request of the University in matters involving various legal issues. The term of that contract is two years. The total amount payable for attorneys' fees, pursuant to the original Contractual Agreement, was not to exceed $50,000.00 during the period between July 1, 2019 and June 30, 2020, and $50,000.00 during the period between July 1, 2020 and June 30, 2021, for a total amount of $100,000.00 for the contract term. This amendment will increase the authorized attorney’s fees for the period between July 1, 2020 and June 30, 2021 from $50,000.00 to $100,000.00 and the total amount of attorney’s fees payable under the contract from $100,000.00 to $150,000.00. The necessity for this increase relates to pending legal matters, including ongoing litigation. These fees and expenses may be paid from funds from indirect costs associated from various University grants and/or University general operating accounts. All other provisions of the contract dated July 1, 2019 remain unchanged. This amendment has been approved by the Office of the Attorney General.

21. **MVSU** – Approved the proposed affiliation agreement between Mississippi Valley State University and the MVSU James Herbert White Foundation. Board Policy 301.0806 University Foundation/Affiliated Entity Activities requires that each University enter into a formal contractual Affiliation Agreement with its development foundations, research foundations, athletic foundations, alumni associations and any other similar university affiliated entity in a form approved by the Board. This Affiliation Agreement shall be reviewed for approval by the Board at least every five (5) years or anytime there are substantive changes made to an Agreement. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws. A copy of the agreement is on file at the Board Office.

**PERSONNEL REPORT**

22. **Change of Status**

**University of Southern Mississippi**
Milly Kate Howard, from Assistant Vice President Enrollment Services and Dean of Admissions; salary of $140,000 per annum, pro rata; E&G Funds; 12-month contract; to Associate Vice President for Student Affairs and Dean of Admissions; salary of $140,000 per annum, pro rata; E&G Funds; 12-month contract; effective March 1, 2021

23. **Sabbatical**

**Mississippi State University**
- Toby Bates; Associate Professor of History; salary $68,465.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development
- Richard Blackbourn; Professor of Educational Leadership; salary $152,891.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development
• Kristin Boyce; Associate Professor of Philosophy and Religion; salary $64,928.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective January 1, 2022 to May 15, 2022; professional development

• Brandon N. Cline; Associate Professor of Finance and Economics; salary $209,551.00 per annum, pro rata; E&G Funds, Designated Funds and Restricted Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds, Designated Funds and Restricted Funds; effective August 16, 2021 to December 31, 2021; professional development

• Michael E. Colvin; Associate Professor of Wildlife, Fisheries and Aquaculture; salary $84,830.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• Adele Crudden; Professor of Sociology; salary $106,200.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective August 16, 2021 to December 31, 2021; professional development

• Stephen Demarais; Professor & Taylor Endowed Chair of Wildlife, Fisheries and Aquaculture; salary $150,000.00 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• Lara Dodd, Professor of English; from salary $74,917.00 per annum, pro rata; E&G Funds; 9-month contract to $37,458.50 per annum, pro rata during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022; professional development

• Philip Edward French; Professor and Department Head of Political Science and Public Administration; salary $163,500.00 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• Lamiaa El-Fassi; Associate Professor of Physics and Astronomy; salary $78,110.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective January 1, 2022 to May 15, 2022; professional development

• Marita Gootee; Professor of Art; salary $79,645.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

• Mark D. Hersey; Associate Professor of History; from salary $74,252.00 per annum, pro rata; E&G Funds; 9-month contract to salary $18,563.00 per annum, pro rata during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022; professional development

• William W. Hill II; Professor of Marketing; salary $122,795.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development
• Frederico Hoffmann; Associate Professor of Biochemistry, Molecular Biology,  
  Entomology and Plant Pathology; salary $83,379.00 per annum, pro rata; E&G Funds;  
  9-month contract; no change in salary during sabbatical period; E&G Funds;  
  effective January 1, 2022 to May 15, 2022; professional development  
• Holly Johnson; Professor of English; salary $73,176.00 per annum, pro rata; E&G  
  Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds;  
  effective August 16, 2021 to December 31, 2021; professional development  
• Bryan A. Jones; Associate Professor of Electrical and Computer Engineering; from  
  salary $97,015.00 per annum, pro rata; E&G Funds; 9-month contract; to salary  
  $48,507.50 per annum, pro rata during sabbatical period; E&G Funds; effective  
  August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022;  
  professional development  
• Michael Kardos; Professor of English; salary $73,644.00 per annum, pro rata; E&G  
  Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds;  
  effective August 16, 2021 to December 31, 2021; professional development  
• Masoud Karimi; Associate Professor of Electrical and Computer Engineering; from  
  salary $104,650.00 per annum, pro rata; E&G Funds; 9-month contract; to salary  
  $52,325.00 per annum, pro rata during sabbatical period; E&G Funds; effective  
  August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022;  
  professional development  
• Sang Joon Lee; Associate Professor of Instructional Systems and Workforce  
  Development; salary $70,696.00 per annum, pro rata; E&G Funds; 9-month contract;  
  no change in salary during sabbatical period; E&G Funds; effective August 16, 2021  
  to December 31, 2021; professional development  
• Younghan Lee; Associate Professor of Kinesiology; from salary $71,567.00 per  
  annum, pro rata; E&G Funds; 9-month contract; to salary $35,783.50 per annum, pro  
  rata during sabbatical period; E&G Funds; effective August 16, 2021 to December  
  31, 2021 and January 1, 2022 to May 15, 2022; professional development  
• Shengfa F. Liao; Associate Professor of Animal and Dairy Sciences; salary  
  $78,350.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary  
  during sabbatical period; E&G Funds; effective August 16, 2021 to December 31,  
  2021; professional development  
• David C. May; Professor of Sociology; salary $106,191.00 per annum, pro rata; E&G  
  and Designated Funds; 9-month contract; no change in salary during sabbatical  
  period; E&G and Designated Funds; effective August 16, 2021 to December 31,  
  2021; professional development  
• Florencia Meyer; Associate Professor of Biochemistry, Molecular Biology,  
  Entomology and Plant Pathology; salary $81,341.00 per annum, pro rata; E&G  
  Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds;  
  effective January 1, 2022 to May 15, 2022; professional development
• Beth Richardson Miller; Professor & Director of Interior Design; salary $104,855.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• Keith Moser; Professor of French and Francophone Studies; salary $72,161.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

• Zhujun Pan; Assistant Professor of Kinesiology; salary $63,141.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• Prakash N. Patil; Professor of Mathematics and Statistics; salary $94,221.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• Chuanxi Qian; Professor of Mathematics and Statistics; salary $98,787.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• Margaret Ralston; Assistant Professor of Sociology; salary $68,841.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective January 1, 2022 to May 15, 2022; professional development

• Kenneth Deon Roskelley; Professor of Finance and Economics; salary $170,246.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

• Karim Simpore; Associate Professor of Classical and Modern Languages and Literature; salary $62,275.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• H. Colleen Sinclair; Associate Professor of Psychology; salary $78,340.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective January 1, 2022 to May 15, 2022; professional development

• Peter Summerlin; Associate Professor of Landscape Architecture; salary $75,454.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development
• J. Edward Swan II; Professor of Computer Science and Engineering; salary $130,943.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

• Chuji Wang; Professor of Physics and Astronomy; salary $99,120.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• Mark E. Welch; Professor of Biological Sciences; salary $86,098.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

• Wei-Chieh Wayne Yu; Assistant Professor of Instructional Systems and Workforce Development; salary $57,002.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

• Wei Zhai; Associate Professor of Poultry Science; salary $88,540.00 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G funds; effective January 1, 2022 to May 15, 2022; professional development

• Li Zhang; Associate Professor of Civil and Environmental Engineering; from salary $98,637.00 per annum, pro rata; E&G Funds; 9-month contract; to salary $49,318.50 per annum, pro rata during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022; professional development

**Mississippi University for Women**

• Kristie DiClemente; Assistant Professor of History; salary $47,000 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 11, 2021 to December 31, 2021; professional development

• Ghanshyam Heda; Professor of Biology; salary $54,224 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 4, 2022 to May 10, 2022; professional development

• Thomas Velek; Professor of History; salary $68,855.10 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 4, 2022 to May 10, 2022; professional development

**University of Mississippi**

• Patrick Alexander; Associate Professor of English and African American Studies; salary $74,658 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development
Kevin Beach; Associate Professor of Physics and Astronomy; from salary $76,306 per annum, pro rata; E&G Funds; 9-month contract; to salary $38,153 per annum, pro rata during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021 and January 24, 2022 to May 14, 2022; professional development

Matt Bondurant; Associate Professor of English; salary $74,677 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Tony Boudreaux; Director of the Center for Archaeological Research and Associate Professor of Anthropology; salary $75,522 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; effective August 23, 2021 to December 31, 2021; professional development

Joshua Brinlee; Associate Professor of Art and Art History; salary $61,021 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Valerio Cappozzo; Associate Professor of Modern Languages; from salary $62,533 per annum, pro rata; E&G Funds; 9-month contract; to salary $31,266 per annum, pro rata during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021 and January 24, 2022 to May 14, 2022; professional development

Kate Centellas; Croft Associate Professor of Anthropology; salary $69,529 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

James Cizdziel; Associate Professor of Chemistry and Biochemistry and Coordinator of Forensic Chemistry; salary $82,936 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Erin Drew; Associate Professor of English; salary $65,518 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Scott Fiene; Assistant Dean for Curriculum and Assessment and Associate Professor of Integrated Marketing; salary $112,234 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Jason Hoeksema; Professor of Biology; salary $88,423 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

David Holben; Professor of Nutrition and Hospitality Management; salary $126,625 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development
Ian Hominick; Professor of Music; salary $78,581 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Joshua Howard; Croft Professor of History and Director of the Interdisciplinary Minor in East Asian Studies; from salary $92,921 per annum, pro rata; E&G Funds; 9-month contract; to salary $46,460 per annum, pro rata during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021 and January 24, 2022 to May 14, 2022; professional development

Laura Johnson; Professor of Psychology; salary $81,617 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Hyunwoo Joung; Associate Professor of Nutrition and Hospitality Management; salary $77,933 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Thai Hoang Le; Assistant Professor of Mathematics; salary $63,933 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development (Contingent on being awarded tenure by July 1, 2021.)

Matt Long; Professor of Art; salary $81,096 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Paul Loprinzi; Associate Professor of Health, Exercise Science, and Recreation Management; salary $84,618 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Rebecca Marchiel; Assistant Professor of History; salary $57,171 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development (Contingent on being awarded tenure by July 1, 2021.)

Amy McDowell; Associate Professor of Sociology; salary $66,152 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Jos Milton; Associate Professor of Music; salary $63,572 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Timothy Nordstrom; Professor of Political Science; salary $93,910 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Catarina Passidomo; Associate Professor of Southern Studies and Anthropology; salary $66,154 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development
REGULAR AGENDAS

ACADEMIC AFFAIRS

Presented by Trustee Steven Cunningham, Chair

On motion by Trustee Hooper, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda.

1. BLUE MOUNTAIN COLLEGE – Approved the Stage I Application – declaration of intent/need to establish a program of professional nursing for Blue Mountain College. Blue Mountain College has completed the first stage in a three-stage process for establishing a registered nursing program. A completed application for Stage I has been submitted which declares their intent and provides supportive evidence of the need for a Baccalaureate Degree Nursing Program with two program options: BSN (pre-licensure) and RNBSN
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
March 18, 2021

Notice of Blue Mountain College’s intent/need to establish a new professional nursing program was posted on the IHL website, providing an avenue for public comments and questions. Nursing deans and directors were given an opportunity to provide feedback regarding the proposed BSN and RNBSN programs. A recommendation of approval of Stage I allows the institution to progress to Stage II, establishment of the nursing program, which includes development of the curriculum, hiring a program director, faculty and staff, submission of reports, and a site visit by IHL. Following the site visit, a recommendation is provided to the Board of Trustees regarding Stage II – Qualify for Initial Accreditation, which allows the School of Nursing permission to admit students. Stage III – Qualify for Full Accreditation, occurs during the final semester of the first graduating class, in conjunctions with the national nursing accrediting body.

2. Other Business – Commissioner Rankins announced that Dr. Janette McCrory, Director of Nursing Education, plans to retire soon. He expressed his appreciation for her dedicated service as a leader and professional in the higher education system and to the state of Mississippi. President Dye reiterated Commissioner Rankins’ sentiments.

FINANCE AGENDA
Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve items #1 and #2 as submitted on the Finance Agenda. Trustee Gee Ogletree recused himself from discussing or voting on items #3 - #7 on the Finance Regular Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee Starr, all Trustees legally present and participating voted unanimously to approve items #3 - #7. Trustee Ogletree returned to the room following the conclusion of the discussion and vote on items #3 - #7 on the Finance Agenda.

1. UMMC – Approved the request to enter a Housekeeping Management and Services Agreement with HHS Environmental Services, LLC (HHS) for the provision and management of environmental (housekeeping) services for UMMC facilities in Jackson, Grenada, and Holmes County, including clinical and non-clinical areas. HHS will provide a management team with hospital environmental services operations, all hospital housekeeping personnel, equipment including ultraviolet (UV) technology, and janitorial supplies including floor care chemicals and microfiber mops and towels. The Board granted permission for the university to amend the agreement as needed to make changes that may affect contract pricing without seeking prior board approval as long as it does not increase the approved expenditure level. Such changes include, but are not limited to, adding or removing areas to be cleaned by HHS and adjusting the monthly contract price due to additional or unforeseen costs incurred by HHS, expansion of services requested by UMMC, or a three percent (3%) change in UMMC’s annual average facility statistics. This agreement is for a term of five (5) years, from May 1, 2021, through April 30, 2026. The total estimated cost of the agreement over the five (5) year term is $98,575,000. Beginning in year 1, UMMC has included a five percent (5%) annual increase, and a ten percent (10%) increase in year 5 to account for potential supply costs, equipment cost/repair, operational...
incentive payments, and for potential expansion of square footage during the term. The agreement includes an operational incentive payment program based on cleanliness metrics mutually agreed upon by UMMC and HHS, which shall be assessed and adjusted annually. If HHS does not meet the required threshold, HHS will pay UMMC an operational incentive payment penalty. If HHS exceeds certain thresholds of the agreed upon metrics, UMMC will pay HHS an operational incentive payment bonus. In the total estimated cost calculation, UMMC has included all potential maximum operational incentive payment bonuses. This contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. **UMMC** – Approved the request to enter a Services Agreement (Agreement) with Healthier Mississippi People, LLC (HMP) for augmentation of staffing. HMP will provide qualified personnel in various positions as requested by UMMC. Initially, UMMC intends to focus on highest need positions to be filled by HMP employees, including, but not limited to, registered nurses (inpatient, outpatient, and specialty), licensed practical nurses, certified nursing assistants, respiratory therapists, surgical technicians, hospital technicians, medical technologists, certified medical assistants, and medical office assistants. The term of the Agreement is five (5) years, from April 1, 2021, through March 31, 2026. The total maximum cost of the Agreement over the five (5) year term is $550,000,000. Fees are based upon flat hourly rates for assigned personnel, as mutually agreed upon by UMMC and HMP. This Agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

3. **UM** – Approved the request to enter an amended and restated food services contract with Aramark Educational Services, LLC that will extend the current contract. The term of the contract is for ten years commencing on April 1, 2021 and ending on May 31, 2031. This contract is a revenue sharing arrangement that provides The University of Mississippi with a minimum of $11,550,000 for life of the contract plus commissions on food sales. Revenue over the life of the contract will be realized as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,800,000</td>
<td>2020 Extension Financial Commitment</td>
</tr>
<tr>
<td>$3,000,000</td>
<td>2020 Extension Unrestricted Grant</td>
</tr>
<tr>
<td>$1,650,000</td>
<td>Annual Brand Refresh Expenditure ($150,000/year)</td>
</tr>
<tr>
<td>$2,750,000</td>
<td>Maintenance and Repair Funding ($250,000/year)</td>
</tr>
<tr>
<td>$600,000</td>
<td>Food Insecurity Funding ($60,000/year)</td>
</tr>
<tr>
<td>$250,000</td>
<td>Sustainability Funding ($25,000/year)</td>
</tr>
<tr>
<td>$500,000</td>
<td>In-Kind Catering Funding ($50,000/year)</td>
</tr>
</tbody>
</table>

Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. **UMMC** – Approved the request to enter a purchase agreement with Abbott Laboratories, Inc. (Abbott) to purchase reagents and consumables used to perform molecular tests to identify SARS-CoV-2, the virus that causes COVID-19, which in turn will allow clinicians to make informed decisions related to infection control and patient care, as well as to improve the ability to track the spread of COVID-19. UMMC is utilizing laboratory testing across multiple platforms to perform tests at UMMC, in the event of equipment failures,
supply chain interruptions, or staffing illness or vacancies. These supplies allow UMMC’s Clinical laboratory to test patients who are symptomatic and asymptomatic for COVID-19. The Board granted permission for the university to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is one (1) year, from March 19, 2021, through March 18, 2022. The total estimated cost of the agreement over the one (1) year term is $5,850,000. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

5. **UMMC** – Approved the request to enter a product purchase and service agreement with Becton, Dickinson and Company (BD) for a package of two flow cytometry instruments, FACSsymphony Analyzer and a FACSaria Fusion Cell Sorter with a biosafety hood used in UMMC’s research areas. The instruments are used to provide quantifiable data from samples and to analyze multiple physical and chemical characteristics of cells and/or particles that are suspended in fluid as they pass through a laser beam once cell at a time. The instruments are necessary for performing both clinical and basic science research. The term of the agreement is six (6) years from the date of equipment delivery which is estimated to be on or about April 1, 2021. The equipment purchase includes a one (1) year warranty, after which the five (5) year service agreement term will begin. The total cost of the agreement over the six (6) year term is $1,322,278.58. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request for full prepayment of the equipment, shipping, and annual advanced payment of the service agreement. The contract will be funded by grant funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. **UMMC** – Approved the request to enter a service agreement with OEC Medical Systems, Inc, a GE Healthcare Company (GE-OEC), to provide service and maintenance repair for existing medical imaging surgical and procedural C-arm equipment owned by UMMC. The agreement provides planned maintenance inspections, as well as unscheduled repair services for the imaging equipment, which is needed to ensure that the equipment is maintained in safe working order according to the manufacturer’s recommendations and to maximize the uptime of the equipment. The Board granted permission for the university to relocate, add, or remove covered equipment under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level. The term of the agreement is five (5) years, from April 1, 2021, through March 31, 2026. The total estimated cost of the service agreement over the five (5) year term is $1,450,000. UMMC has included an annual three percent (3%) price increase beginning in year 2 of the service agreement. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment of service on an annual basis. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
7. **UMMC** – Approved the request for additional funding for its current Agreement with Phadia, US Inc. (Phadia). The agreement is for the purchase of a Phadia® 250 Immunoassay analyzer, along with its associated accessories, consumables, and service. The Phadia® 250 is an automated immunoassay system for allergy and autoimmune testing that allows higher sample throughput, decreased hands-on time, decreased calibration costs, and allows UMMC to test for Celiac Disease and other disease markers that were previously sent to outside reference laboratories. The term of the agreement is unchanged and remains five (5) years, from May 4, 2017, through May 3, 2022. The new estimated total cost over the five (5) year term is $1,100,000. The original estimated cost was $664,000. To date, UMMC has spent an additional $72,666.31 under the agreement. UMMC anticipates the need for an additional $363,000 for the remainder of the term. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to continue to prepay the annual service fee in the fifth contract year. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

**REAL ESTATE AGENDA**  
Presented by Trustee Chip Morgan, Chair

Trustee Shane Hooper recused himself from discussing or voting on item #1 on the Real Estate Regular Agenda and was placed in the Zoom waiting room before there was any discussion or vote regarding the same. On motion by Trustee McNair, seconded by Trustee Cunningham, with Trustee Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Real Estate Agenda. Trustee Hooper was readmitted into the Zoom meeting following the conclusion of the discussion and vote on item #1 on the Real Estate Regular Agenda.

1. **MVSU** – Approved the initiation of GS 106-269, Student Union Expansion and Renovation, and the appointment of McCarty Architects as the design professional. The university is in the pre-plan phase and will return to the Board at a future meeting to increase the budget. This project includes construction of an adjacent expansion to house student service activities, large scale meeting room functions and student recreational activities with adequate seating capacity for attending audiences. Renovations will also include expanded student support spaces, post office, print shop and bookstore. Finally, this project will address remediation of the existing mechanical systems and the renovation of the interior and address all life safety issues and ADA compliance. The proposed project budget is $375,000. Funds are available from SB 3065, Laws of 2019 ($375,000).
INFORMATION AGENDAS
Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS
1. **MSU** – Intent to offer an existing degree program by distance learning.
   a. Master of Science (MS) in Cyber Security and Operations
      Total credit hours: 31
      CIP Code, Sequence: 11.1003, 4586
      Cost to offer by distance learning: $14,000
      Effective date: August 2021
   b. Doctor of Philosophy (PhD) in Computer Science
      Total credit hours: 32
      CIP Code, Sequence: 11.0101, 1149
      Cost to offer by distance learning: $64,000
      Effective date: August 2021

FINANCE
2. **UMMC** – The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered into Amendment #1 to the current Master Subscription Agreement with National Decision Support Company, LLC (NDC) to renew the CareSelect Imaging (ACR Select) subscription services. This service gives UMMC access to a comprehensive, national standards based, clinical decision support database to provide evidence-based decision support for the utilization of all medical imaging procedures. The term of Amendment #1 is three (3) years, beginning July 1, 2020, and ending June 30, 2023. The term of the amended agreement is eight (8) years, from June 24, 2015, through June 30, 2023. The cost for Amendment #1 is $360,000.00. The total cost of the amended Master Subscription Agreement is $575,000.00.
3. **UMMC** – The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered into Order Form 00239939.0 under the current Master Subscription Agreement with Workday, Inc. (Workday) for renewal of the deployment tenants. Deployment tenants are used to test functionality of the system build for modules and enhancements prior to moving into production and for training of UMMC users. The term of the Order Form is one (1) year, from January 11, 2021, through January 10, 2022. The cost for Order Form 00239939.0 is $201,800.00. The total cost of the Master Subscription Agreement is $11,374,757.00.

REAL ESTATE
4. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the February 18, 2021 Board meeting in accordance with Board Policy 904 Board Approval.  **(See Exhibit 1.)**

LEGAL
5. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel.  **(See Exhibit 2.)**
6. **SYSTEM** – The Chair of the Legal Committee approved requesting an official Attorney General’s opinion on a university faculty development issue.

**ADMINISTRATION/POLICY**

7. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for review at the Board Office.
   
a. **ASU** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 8, 2021, Commissioner Alfred Rankins, Jr. approved the revisions to the FY 2021 Ayers academic programs after conducting a mid-year review. The revisions are necessary to align 2021 budgets to individual program needs over the remaining months of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

b. **JSU** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 15, 2021, Commissioner Alfred Rankins, Jr. approved the revisions to the FY 2021 Ayers academic programs after conducting a mid-year review. The revisions are necessary to align 2021 budgets to individual program needs over the remaining months of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e., self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

c. **MSU** – On February 11, 2021, Commissioner Alfred Rankins, Jr. approved the request from Mississippi State University to advertise for bids and award the sale to the highest and best bidder for the timber on 108 acres of land in Lowndes County, MS (Airbase Tract Timber Sale). The timber is being sold to generate revenue while properly managing institutional forest land assets. The successful bidder will cut and remove all merchantable timber on the property. The Office of the Attorney General has reviewed the timber sales request and found the same to be compliant with applicable state law and Board Policy 707.01 Land, Property,
and Service Contracts. A copy of the documents is on file in the IHL Office of Real Estate and Facilities.

d. **MSU** – On February 11, 2021, Commissioner Alfred Rankins, Jr. approved the Lease between Mississippi Agriculture and Forestry Station (MAFES)/ Mississippi State University and USDA Agricultural Research Services. The new lease replaces a 10-year lease that has expired. The new lease will be effective upon execution for an initial term of one year and may be renewed for subsequent one-year terms until September 30, 2030. The lease is for 12.37 acres of land at the MAFES South Mississippi Branch Experiment Station in Pearl River County, MS at a lease rate of $1.00. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

e. **MVSU** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 8, 2021, Commissioner Alfred Rankins, Jr. approved the revisions to the FY 2021 Ayers academic programs after conducting a mid-year review. The revisions are necessary to align 2021 budgets to individual program needs over the remaining months of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

f. **UMMC** – On March 1, 2021, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and Cotton Belt Aviation, Inc. for the lease of hangar space at the Greenwood-Leflore Airport for use by UMMC’s AirCare program. The term of the lease is 21 months beginning May 1, 2021 through January 31, 2023. The monthly rental cost is $350 with the potential need for additional space for transient or backup aircraft at an additional cost of $100 per night. Monthly rent is payable in advance at the beginning of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

g. **UMMC** – On March 1, 2021, Commissioner Alfred Rankins, Jr. approved the Rental Agreement between the University of Mississippi Medical Center and Bunnell, Inc. for UMMC’s rental of LifePulse High Frequency Jet Ventilators on an as-needed basis. The term of the agreement is one year from the date of execution, which is estimated to be on or about March 19, 2021. The estimated cost of this agreement is $66,500. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
HEALTH AFFAIRS
COMMITTEE REPORT
Wednesday, March 17, 2021

The meeting was called to order by Chairman Walt Starr at approximately 3:00 p.m. Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19, members of the Board participated in the meeting via Zoom and in-person. In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this meeting were recorded by name in a rollcall. This was a regular monthly meeting of the Health Affairs Committee. The following items were discussed.

1. Executive Session
   On motion by Trustee Duff, with Trustees Hooper and Parker absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Morgan, seconded by Trustee McNair, with Trustees Hooper and Parker absent and not voting, all Committee members legally present and participating voted unanimously to enter Executive Session for the reasons reported to the public and stated in these minutes, as follows:
   - Discussion of the strategic business plans related to a public hospital.
   - During Executive Session, the following matters were discussed:
     - The Committee discussed the strategic business plans related to a public hospital. **No action was taken.**
     - On motion by Trustee Morgan, seconded by Trustee McNair, with Trustees Hooper and Parker absent and not voting, all Committee members legally present and participating voted unanimously to return to open session.

2. The Committee discussed the Stericycle medical waste contract, the monthly financial summary and goal dashboard, the operating and capital budget preview for FY 2022, and the ambulatory update. **No action was taken.**

3. On motion by Trustee Martin, seconded by Trustee McNair, with Trustees Hooper and Parker absent and not voting, all Committee members legally present and participating voted unanimously to adjourn.

The following trustees were present: Dr. Walt Starr (Chair) (via Zoom), Dr. Steven Cunningham (via Zoom), Mr. Tom Duff (via Zoom), Dr. Ford Dye (via Zoom), Ms. Ann H. Lamar (via Zoom), Ms. Jeanne Carter Luckey (via Zoom), Mr. Bruce Martin (via Zoom), Dr. Alfred E. McNair, Jr. (via Zoom), Mr. Chip Morgan, and Mr. Gee Ogletree. Trustees Shane Hooper and Hal Parker were absent.
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
March 18, 2021

OTHER BUSINESS

- President Dye invited the university presidents to report on current activities on their campuses.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Lamar, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to adjourn the meeting.

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning
EXHIBITS

Exhibit 1  Real Estate items that were approved by the IHL Board staff subsequent to the February 18, 2021 Board meeting.

Exhibit 2  Report of the payment of legal fees to outside counsel.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE FEBRUARY 18, 2021 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.

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 until the budget increase is approved by the Board.

DELTA STATE UNIVERSITY

1. DSU- GS 102-258 – Sillers Coliseum Renovation
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #3
   Board staff approved Change Order #3 in the credit amount of $13,067.00 and eighty-nine (89) additional days to the contract of E. Cornell Malone Corporation.
   Approval Status & Date: APPROVED, February 24, 2021
   Change Order Description: Change Order #3 includes the following items: a deduct issued to omit the remaining tectum decking allowance; and eighty-nine (89) days to the contract.
   Change Order Justification: These changes were necessary due to the original amount of the roof decking that was estimated and not used; and weather delays as indicated herein.
   Total Project Change Orders and Amount: Three (3) change orders for a total amount of $12,848.68.
   Project Initiation Date: October 16, 2014
   Design Professional: Cooke Douglass Farr lemons Architects & Engineers P.A.
   General Contractor: E. Cornell Malone Corporation
   Total Phased Budget: $12,848.68
   Total Project Budget: $2,850,000.00

2. DSU- GS 102-267 – Campus Roofing (REBID)
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #3
   Board staff approved Change Order #3 in the amount of $0.00 and one hundred six (106) additional days to the contract of Norman Enterprises, Inc.
   Approval Status & Date: APPROVED, March 1, 2021
   Change Order Description: Change Order #3 includes the following item: one hundred six (106) days to the contract.
EXHIBIT 1
March 18, 2021

Change Order Justification: These changes were necessary due to thirty-nine (39) weather related delays and sixty-seven (67) days caused by a scope change and implementation of safety precautions against COVID-19.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $44,192.10.

Project Initiation Date: January 17, 2019
Design Professional: Burris/Wagnon Architects, P.A.
General Contractor: Norman Enterprises, Inc.
Total Project Budget: $1,515,000.00

3. DSU- IHL 102-271– Nursing School Expansion and Renovation
Approval Request #1: Schematic Design Documents
Board staff approved the Schematic Design Documents as submitted by Eley Guild Hardy Architects.

Approval Status & Date: APPROVED, February 22, 2021
Project Initiation Date: February 18, 2021
Design Professional: Eley Guild hardy Architects
General Contractor: TBD
Total Project Budget: $7,925,000.00

MISSISSIPPI STATE UNIVERSITY

4. MSU- GS #105-355 – Engineering & Science Complex
NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #8
Board staff approved Change Order #8 in the amount of $346,565.96 and one hundred eighty-nine (189) additional days to the contract of West Brothers Construction, Inc.

Approval Status & Date: APPROVED, February 10, 2021
Change Order Description: Change Order #8 includes the following items: revised the portable chemical storage building; installed communication/access control raceways to the material storage building; added roof coating to the solar canopy roof; added HVAC controls integration; revised the eave bracket supports at the concrete structure; revised the eave bracket supports and added metal stud framing at the high bay; credit issued for the concrete paving and curb & gutter at South drive and for the masonry water repellent; added an air compressor; relocated the site lighting and added fire alarm devices; added two (2) access doors at the Penthouse level at the North and South stairs; added steel support for the cast stone sill; added lintel supports for the suspended brick at the 3rd floor level; added electrical rough-in labor for lab casework outlets to the floor boxes; added rooftop emergency siren array; and one hundred eighty-nine (189) days to the contract.
Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; user/owner requested modifications and days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $1,412,813.05.
5. **MSU- IHL 405-001– Music Building Re-Bid**
   Approval Request #1: Change Order #2
   Board staff approved Change Order #2 in the amount of $28,708.00 and five (5) additional days to the contract of Mac’s Construction Company, Inc.
   Approval Status & Date: APPROVED, February 10, 2021
   Change Order Description: Change Order #2 includes the following items: credit to remove the demolition of the north entry drive; removed unsuitable soils under the Lecture Hall and replaced with geotextile fabric, sand and select fill; removed unsuitable soils under the Lecture Hall HVAC tunnel and replaced with geotextile fabric, sand and select fill; credit for the difference between the specified allowance amount and the actual cost of the HVAC controls; credit for the difference between the specified allowance amount and the actual cost of the ice storage tanks; and five (5) days to the contract.
   Change Order Justification: These changes were necessary due to latent job site conditions; user/owner requested modifications and days for work as indicated herein.
   Total Project Change Orders and Amount: Two (2) change orders for a total amount of $76,411.00.
   Project Initiation Date: May 18, 2017
   Design Professional: Allred Stolarski Architects
   General Contractor: Mac’s Construction Company, Inc.
   Total Project Budget: $21,000,000.00

6. **MSU- IHL 413-144– Sustainable Bioproducts Facilities**
   Approval Request #1: Schematic Design Documents
   Board staff approved the Schematic Design Documents as submitted by Pryor Morrow.
   Approval Status & Date: APPROVED, February 12, 2021
   Project Initiation Date: August 17, 2017
   Design Professional: Pryor Morrow
   General Contractor: TBD
   Total Project Budget: $5,000,000.00

7. **MSU- IHL 20-01– Airbase Timber Sale**
   Approval Request #1: (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on February 12, 2021 for the sale of timber of less than $500,000.00 from the airbase tract of land near Columbus, MS.
   Interim Approval Status & Date: APPROVED, February 12, 2021
8. **MUW- GS 104-197– Electrical System Upgrade**  
   **Approval Request #1: Change Order #1**  
   Board staff approved Change Order #1 in the amount of $47,306.24 and fifty-six (56) additional days to the contract of Webster Electric Co., Inc.  
   **Approval Status & Date:** APPROVED, February 22, 2021  
   **Change Order Description:** Change Order #1 includes the following items: deleted replacement of pad-mounted transformer; relocated feeder from its actual location to the cable junction enclosure; replaced the cable junction enclosure with a new pad-mounted switchgear unit; removed 15kV cable recently installed under a separate project which is no longer needed and will be reused on this project; and fifty-six (56) days to the contract.  
   **Change Order Justification:** These changes were necessary due to errors and omissions in the plans and specifications; and days for work as indicated herein.  
   **Total Project Change Orders and Amount:** One (1) change order for a total amount of $47,306.24.  
   **Project Initiation Date:** March 15, 2019  
   **Design Professional:** Atwell & Gent, P.A.  
   **General Contractor:** Webster Electrical Co., LLC.  
   **Total Project Budget:** $2,500,000.00

9. **UMMC- GS 109-223– Clinical Research Unit**  
   **Approval Request #1: (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on February 27, 2021 to increase the budget from $7,500,000.00 to $7,683,767.14, an increase of $183,767.14.  
   **Interim Approval Status & Date:** APPROVED, February 27, 2021

10. **UMMC- IHL 209-553– Interventional Radiology Renovation**  
    **Approval Request #1: Change Order #3**  
    Board staff approved Change Order #3 in the amount of $181,689.53 and two hundred forty-five (245) additional days to the contract of Fountain Construction Co., Inc.  
    **Approval Status & Date:** APPROVED, February 24, 2021  
    **Change Order Description:** Change Order #3 includes the following items: credit to omit removing the existing walls; omit demolition to modify the existing millwork; installed new racks to be mounted directly above all previously installed lower racks and installed an additional height of wall protection directly above the previously installed wall protection; dry-packed with high strength non-shrink grout the affected blowouts; installed the bolted connection; installed a furr-down at the existing CV entrance vestibule & new door; installed miscellaneous modifications to the Reading Room and to
Biplane Shell; modified a door in conflict with the Siemens cable hose in the above ceiling; removed the temporary door and infilled the existing opening between the mechanical room and the adult hospital basement mechanical area with a 2-hour-rated gypsum board construction; installed additional conduit in two control rooms; credit to omit the floor polish at the resilient sheet flooring; installed a planter wall; installed miscellaneous modifications in the Nexaris rooms; modified the exit signs in the staff corridor; replaced the existing rim exit device and replaced the existing mag lock with a delayed egress mag lock and with proper signage; furnished miscellaneous installation support to the Phillips patient monitoring equipment in each room; installed protective covers for Siemens Emergency stop buttons in the procedure rooms and control rooms; relocated existing access control devices to the medical student lounge door; installed additional med gas ceiling outlets; installed a CATV backbone cable to the Interventional Radiology communications room; installed three (3) additional surveillance cameras in the Biplane control rooms, Nurse, and Nexaris control rooms; installed additional flashing and waterproofing; installed an emergency receptacle in Biplane to serve an additional Phillips monitor; installed an additional fire extinguisher in the ground floor waiting area; and two hundred forty-five (245) days to the contract.

**Change Order Justification:** These changes are necessary due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and two hundred forty-five (245) days, some of which are due to weather delays and added scope to the contract.

**Total Project Change Orders and Amount:** Three (3) change orders for a total amount of $397,817.90.

**Project Initiation Date:** August 20, 2015

**Design Professional:** JBHM

**General Contractor:** Fountain Construction Co., Inc.

**Total Project Budget:** $8,355,000.00

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**UNIVERSITY OF SOUTHERN MISSISSIPPI**

11. **USM- GS 114-023 – Gulf Park Science Building Water Infiltration Repairs**

**Approval Request #1: Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Shafer Zahner-Zahner.

**Approval Status & Date:** APPROVED, February 10, 2021

**Project Initiation Date:** February 5, 2021

**Design Professional:** Shafer Zahner-Zahner

**General Contractor:** TBD

**Total Project Budget:** $2,700,000.00
EXHIBIT 2
March 18, 2021

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 Ware Immigration (statements dated 2/1/21 and 2/1/21) from the funds of Alcorn State University. (These statements, in the amounts of $34.23 and $47.62, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................$ 81.85

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/1/21, 2/1/21 and 2/1/21) from the funds of Mississippi State University. (These statements, in the amounts of $1,500.00, $147.03 and $2,000.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................$ 3,647.03

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 11/16/20, 12/10/20, 1/13/21 and 2/4/21) from the funds of the University of Mississippi. (These statements, in the amounts of $29,117.50, $10,246.50, $10,809.00 and $7,821.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 57,994.50

Payment of legal fees for professional services rendered by Butler Snow (statements dated 11/20/21, 12/10/20, 1/20/21, 1/25/21, 1/27/21, 2/12/21 and 2/12/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $22,254.47, $7,971.00, $1,492.25, $7,919.00, $177.00, $239.25 and $737.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 40,790.47

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statement dated 1/31/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $1,600.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 1,600.00
Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (statements dated 11/25/20, 12/29/20, 1/26/21, 1/26/21 and 1/26/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,310.00, $3,967.39, $4,953.00, $4,686.00 and $33.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  15,949.39

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 1/6/21, 2/4/21, 2/4/21 and 2/4/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $740.00, $1,728.00, $1,776.00 and $396.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  4,640.00

Payment of legal fees for professional services rendered by Watkins & Eager (statement dated 1/22/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $2,899.75, represents services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  2,899.75

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 1/18/21, 1/29/21, 1/29/21, 1/29/21, 1/29/21, 1/30/21, 1/30/21, 1/30/21, 2/1/21, 2/8/21 and 2/9/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $735.00, $2,472.20, $13,419.30, $1,864.50, $181.50, $561.00, $825.00, $911.00, $19,991.20, $1,013.50, $1,280.90 and $1,163.75, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  44,418.85

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 2/16/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $3,479.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  3,479.50

Payment of legal fees for professional services rendered by Butler Snow (statement dated 2/4/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $1,726.88, represents services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  1,726.88
EXHIBIT 2
March 18, 2021

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 2/1/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $33.68, represents services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.................................................................$ 33.68

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 (statements dated 2/23/21 and 2/23/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patent: “Live Attenuated Catfish Vaccine and Method of Making” - $95.00; and “IP and Regulatory Matters” - $678.50.)

TOTAL DUE.................................................................$ 773.50

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 11/1/20 and 2/23/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patent: “Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same” - $1,802.50; and “Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - $1,032.50)

TOTAL DUE.................................................................$ 2,835.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 11/13/20) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Emerald Bioscience, Inc. Licenses” - $2,832.00.)

TOTAL DUE.................................................................$ 2,832.00

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 10/26/20, 10/30/20, 11/14/20, 11/14/20, 11/14/20, 11/14/20, 11/14/20, 11/14/20, 11/14/20, 11/14/20, 11/14/20, 11/14/20, 11/19/20, 11/19/20, 11/20/20, 12/3/20, 12/10/20, 12/17/20, 12/24/20, 12/30/20, 12/31/20, 1/7/21, 2/4/21, 2/9/21 and 2/11/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Biologically Active Cannabidiol Analogs” - $284.00; “Biologically Active Cannabidiol Analogs” - $1,955.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis - $1,003.00; “Compositions for
EXHIBIT 2
March 18, 2021

Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $341.00; “Biologically Active Cannabidiol Analogs” - $275.00; “Isolation of Pure Cannabinoids from Cannabis” - $200.00; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes from Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $275.00; “Natural Product Formulations with Improved Residual Insect Repellent/Deterrent Activity” - $1,810.00; Biologically Active Cannabidiol Analogs” - $2,599.00; “L-gamma-Methyleneglutamine Compounds and Methods of Use” - $290.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $632.00; “Isolation of Pure Cannabinoids from Cannabis” - $632.00; “Compositions for Prevention /Prophylactic Treatment of Poison Ivy Dermatitis” - $2,074.00; “Biologically Active Cannabidiol Analogs” - $1,506.05; and “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $1,298.34, respectively.)

TOTAL DUE…………………………………………………$ 16,374.39

Payment of legal fees for professional services rendered by Thomas|Horstemeyer, LLP (statements dated 9/30/20, 10/30/20, 11/25/20, 11/25/20 and 1/27/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Vacuum Sweep Dehumidification System” - $300.00; “System and Method for Manipulating Insect Behavior” - $3,780.00; “Method to Detect Termite Infestation in a Structure” - $4,169.40; “Systems and Methods for Detecting Transient Acoustic Signals” - $688.87; and “Vacuum Sweep Dehumidification System” - $2,500.00, respectively.)

TOTAL DUE…………………………………………………$ 8,938.27

Payment of legal fees for professional services rendered by Stites & Harbison (thirteen statements dated 12/21/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $39.58, $194.35, $342.00, $342.00, $2,666.50, $342.00, $342.00, $342.00, $463.00, $572.50, $451.50, $38.00 and $38.00, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE…………………………………………………$ 6,173.43
1. **SYSTEM – APPROVAL OF RENAMING EXISTING ACADEMIC DEGREE PROGRAMS**

   A. **MSU – Current Program Title: 4-H Youth Development Office**  
      Proposed Program Title: **Center for 4-H Youth Development**  
      Unit Location: Bost Extension Center  
      Effective date: May 2021  
      Rationale: Renaming the 4-H Youth Development Office to the Mississippi State University (MSU) Center for 4-H Youth Development creates both a real and virtual unit within the Bost Extension Center focusing on 4-H Youth Development as a part of the mission of the university. It also furthers our strategic goal of expanding outreach and engagement while adhering to the Bost Extension’s core values. The center will allow for greater synergy between state and county level faculty and staff and raise 4-H’s visibility as a potential partner with other organizations.

   B. **UMMC – Current Program Title: Center for LGBTQ Health**  
      Proposed Program Title: **Center for Gender and Sexual Minority Health**  
      Effective date: March 2021  
      Rationale: The new name will align with naming of UMMC’s center according to national standards used in other academic medical centers across the United States.

2. **SYSTEM – APPROVAL OF DEGREES TO BE CONFERRED IN SPRING 2021**

   Board Policy 510: Awarding of Degrees states that “Degrees granted by institutions under the governance of the Board are awarded by and with the consent of the Board and are countersigned by the President of the Board. 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.”

   In accordance with Board policy, the institutions below request permission to award degrees at the following levels in Spring 2021, provided each candidate has met all requirements for the degree.

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**Total Undergraduate Degrees** 292

**Total Graduate Degrees** 157

**Total Degrees** 449

**Jackson State University**

**Undergraduate**

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Mississippi State University

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**Mississippi University for Women**

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University of Mississippi Medical Center

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|                                | Bachelor of Science in Histotechnology          | 3      |          |       |
|                                | Bachelor of Science in Medical Laboratory Science | 14     |          |       |
|                                | Bachelor of Science in Radiologic Sciences      | 38     |          |       |
|                                | Bachelor of Science in Dental Hygiene           | 29     |          |       |
|                                | Bachelor of Science in Nursing                  | 119    |          |       |
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**College of Nursing and Health Professions**

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<tr>
<td>Doctor of Philosophy</td>
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</tbody>
</table>

**Total Undergraduate Degrees**

|                        |                        | 1,566  |          |       |

**Total Graduate Degrees**

|                        |                        | 353    |          |       |

**Total Degrees**

|                        |                        | 1,919  |          |       |

**System Total**

|                        |                        | 12,004 |          |       |

*Note: System Total for Spring 2021 represents an increase of 1,224 from Spring 2020's total of 10,780.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.
1. **MSU – REQUEST FOR APPROVAL TO AMEND A SOFTWARE AND SERVICE CONTRACT WITH ELLUCIAN COMPANY, L.P.**

   **Agenda Item Request:** Mississippi State University is requesting approval to enter into a new contract with Ellucian to provide Degree Management software, services and maintenance. This new software is needed as Oracle will no longer support the platform on which our current degree audit system runs.

   **Contractor’s Legal Name:** Ellucian Company, L.P.

   **History of Contract:** This is a new contract.

   **Specific Type of Contract:** This is a new contract for IT software and services.

   **Purpose:** The current system Banner CAPP runs on an Oracle platform that will no longer be supported by the developer. Replacing the current system will allow MSU to utilize up-to-date software architectures and efficiencies while also implementing software that incorporates best practices in the areas of academic advising and degree auditing.

   **Scope of Work:** The scope of work entails the configuration, training and deployment of the Ellucian DegreeWorks software. In addition, MSU will take advantage of Ellucian’s Professional Services, which includes the following:
   - Assisting MSU with project implementation
   - Scribing a base-year catalog for both undergraduate and graduate catalogs
   - Scribing up to two additional undergraduate catalogs
   - Scribing up to two additional graduate catalogs
   - Training for system administrators
   - Training for academic users

   **Term of Contract:** Four years.

   **Termination Options:**

   The continuance of the Contract with MSU is based upon the availability of funds. Therefore, this contract can be cancelled by MSU with thirty (30) days’ notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

   In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party.

   MSU may terminate the Contract for Contractor’s failure to comply with the Mississippi Employment Protection Act.

   The Contract may be terminated by either party upon the occasion of a Force Majeure event.
Contract Amount: In CP-1 no. 20200286, this project was approved for $625,000.00. We are asking the board to approval expenditures to match the amount approved by MDITS.

Funding Source for Contract: MSU general funds

Contractor Selection Process: MSU received four proposals in response to RFP 20-98. After a thorough evaluation of the technical proposals, the review committee requested demonstrations from the two companies receiving the highest technical scores. After web-based presentations, the two remaining vendors were re-scored technically. Ellucian’s DegreeWorks’ ease of use, plus its ability to integrate seamlessly with Banner, which the other vendor was unable to do, gave them a much higher technical score. Cost proposals were then opened. While Ellucian was not the lowest in cost, the cost difference was minor, therefore due to Ellucian’s significantly higher technical score they received the highest combined total score. Based on these factors, it was determined that Ellucian DegreeWorks is the best fit for Mississippi State.

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. Legal Staff has reviewed the proposed Agreement between Ellucian Company, L.P. and Mississippi State University for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. UM – REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH KING’S ASPHALT LLC

Agenda Item Request: The University of Mississippi Facilities Management Department requests approval to enter into a contract with King’s Asphalt LLC.

Contractor’s Legal Name: King’s Asphalt LLC

History of Contract: This is a new contract.

Specific Type of Contract: This contract is for street repairs and minor paving projects.

Purpose: This contract is for street repairs and minor paving projects as specified in RFP # 648.

Scope of Work: The scope of work will include providing all labor and equipment necessary for repairing and overlaying with hot mix bituminous material the streets and parking lots of the University campus. This work may also include saw cutting existing asphalt, removing damaged or unsatisfactory sub grades, as well as installing and
compacting fill material or gravel. All waste material shall be removed from campus by the contractor.

**Term of Contract:** Upon IHL Board approval, the initial term of this contract shall be from May 1, 2021 through April 30, 2022. The University can renew this contract on an annual basis up to a total of sixty months ending on April 30, 2026. Renewal of the contract will depend on price, delivery, quality of service, and be mutually agreed upon by both parties. Price increases will be considered based on the CPI index.

**Termination Options:** This Agreement will be effective as of the date of May 1, 2021 and may be terminated by mutual agreement with sixty (60) days’ notice of termination.

UM may terminate the Agreement for non-performance of services at any time. In the event of termination of the contract for non-performance, the Contractor may be expected to continue to provide professional services through the transition to another source and/or UM may have to procure the services from other sources and hold the Contractor responsible for any excess cost incurred thereby having to procure those services.

This Agreement may be terminated due to force majeure, such as an act of God, weather, government, sanctioning body, riot, war, strike, labor disturbance, civil disorder, terrorism, vandalism, pandemic, epidemic, local, state, or federal state or emergency, or other cause beyond either party’s reasonable control, which renders either party unable to perform its obligations of the Agreement.

UM may terminate this Agreement in the event that funds associated for payment of this Agreement become unavailable due to a decrease or change in the legislative appropriation. UM must notify Contractor within five (5) business of the change in status and will work with Contractor to provide payment for any services already rendered.

The Agreement may be terminated if the Contractor fails to comply with the provisions of the Mississippi Employment Protection Act.

**Contract Amount:** The first twelve months of the contract is estimated at $80,000. For purposes of estimating the maximum amount for the initial term and four renewal years, renewal years are assumed at the initial price plus 3% per annum for each renewal year following the first year. If all renewals are exercised, this contract would be estimated at a total of $424,731 (initial term = $80,000, 2nd year = $82,400, 3rd year = $84,872, 4th year = $87,418, and the 5th and final full year = $90,041).

**Funding Source for Contract:** The funding source for this contract will be Educational and General funds (E&G).

**Contractor Selection Process:** This contractor was selected through the University Request for Proposal process under RFP # 648. King’s Asphalt LLC submitted the proposal with the higher ratings and lower price.
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. Legal Staff has reviewed the proposed Agreement between King’s Asphalt LLC and The University of Mississippi for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. UM – REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH SPRINGER NATURE CUSTOMER SERVICE CENTER, LLC

Agenda Item Request: The University of Mississippi Libraries request approval to enter into a contract with Springer Nature Customer Service Center, LLC. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, UM also requests a waiver to allow prepayment for services as it is industry standard practice that subscriptions are paid before they begin. Due to lengthy negotiations between Springer and Lyrasis (consortium), delaying presentation of the License Agreements to the university licensees, and between Springer and the Libraries concerning the MS Mandatory Addendum, we are seeking retroactive approval for a contract start date of January 1, 2021.

Contractor’s Legal Name: Springer Nature Customer Service Center, LLC

History of Contract: This agreement is between the consortium Lyrasis and the publisher Springer Nature, and the University Libraries are asked to abide by the terms of the agreement in order to receive special pricing on a substantial package of journal content. Because we are not signatories on the agreement, we cannot make any changes to the agreement, but the Library will be asked to submit an email statement, officially agreeing to the terms of the license.

The attached agreement for approval is the third such agreement with these partners. The initial agreement started Jan. 2014 and required a simple email statement from the Library. The second, current agreement started in Jan. 2017 and was scheduled to last until Dec. 2021. UM Libraries’ participation in the current agreement was approved by IHL in June 2017. Beginning in June 2020, Lyrasis began renegotiating the current contract in order to get better pricing for 2021. In order to accomplish this goal, Lyrasis has agreed with Springer Nature to cancel the current contract a year early, and begin a new three-year contract on Jan. 2021, with the same legal terms as the current contract but with different pricing terms.

While the Libraries needed to give provisional agreement to the new three-year agreement via email in December, we are holding payment of the 2021 costs until IHL approves our participation, as we did in 2017.
Specific Type of Contract: This contract is an extension of an existing subscription agreement

Purpose: The purpose of the agreement is to license access to the Springer Nature Optimum collection of journals, to Springer Research Group journals, and a selected list of Nature Research Group journals titles used for educational and research purposes, and to control the rate of inflation on the cost of these subscriptions.

Scope of Work: This contract is for informational content.

Term of Contract: This contract will be in place from January 1, 2021 to December 31, 2023.

Termination Options: A Licensee may opt out of this License Agreement due to material financial hardship by giving Springer written notice of termination (including the reasons for opting-out) three months prior to the end of any year of the Term, effective as of the end of the current year of the Term. Either the Licensor or Customer may terminate the Agreement immediately upon written notice for any material breach not cured within thirty (30) days after written notice specifying the breach in reasonable detail, a petition of bankruptcy has been filed by either party, either party is directed to liquidate, either party becomes insolvent, either party’s assets are assigned for the benefit of creditors, or either party ceases paying its debts on a regular basis. The Agreement may also be terminated in the event the Licensee fails to pay for Content provided under one or more Product Terms and fails to cure such non-payment within thirty (30) calendar days following notice.

Contract Amount: The total expected subscriptions costs are:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
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<tr>
<td>2021</td>
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</tr>
<tr>
<td>2022</td>
<td>$ 474,916.00</td>
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<tr>
<td>2023</td>
<td>$ 493,912.64</td>
</tr>
<tr>
<td>Total</td>
<td>$1,434,432.55</td>
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</table>

Prepayment will be made in November of the previous year for access granted in the contract year. Payment for 2021 has been held until this agreement is approved.

These costs may vary slightly depending on particular subscriptions each year.

Funding Source for Contract: Costs for this contract will be funded by the Library’s materials budget, which is derived from educational and general funds and from specified endowments.
Contractor Selection Process: The contractor was selected because Springer Nature Customer Service Center, LLC is a proprietary provider of the content. No other vendor offers the specific content.

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. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between Springer Nature Customer Service Center, LLC and The University of Mississippi for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH AMERICAN MEDICAL IMAGING, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into service agreement with American Medical Imaging, LLC (AMI) to provide service and maintenance repair for portable Carestream Revolution X-ray machines owned by UMMC. The agreement will provide planned maintenance inspections, as well as unscheduled repair services, in order to ensure the Carestream equipment is maintained in safe working order according to the manufacturer’s recommendations and to maximize the uptime of the equipment.

Contractor’s Legal Name: American Medical Imaging, LLC

History of Contract: On April 26, 2016, the Board approved a five (5) year service agreement with MidSouth Medical Imaging, LLC (MidSouth) for the service and maintenance of all of UMMC’s portable X-ray machines. The agreement will expire on April 30, 2021. Carestream Health, Inc., the manufacturer of the equipment, has now certified AMI as its exclusive distributor and service provider for the equipment. UMMC plans to contract with MidSouth for continued service for other portable X-ray machines owned by UMMC. With the exclusion of the Carestream Revolution X-ray machines, the new agreement with MidSouth is less than $250,000 and does not require Board approval.

Specific Type of Contract: This is a new service agreement.

Purpose: The purpose of the service agreement is to provide service and maintenance repair for portable Carestream Revolution X-ray machines. The agreement will provide planned maintenance inspections, as well as unscheduled repair services, in order to ensure that the Carestream equipment is
maintained in safe working order according to the manufacturer’s recommendations and to maximize the uptime of the equipment.

**Scope of Work:** Under the agreement, AMI will:
- provide service and maintenance for 3 DRX Revolution portable machines in UMMC’s diagnostic radiology department;
- provide preventative maintenance annually in accordance with the manufacturer’s guidelines;
- provide replacement for imaging detectors should accidents occur; and
- provide remote access and monitoring for troubleshooting of equipment.

Under the agreement, UMMC will:
- assure that the equipment is cleaned and decontaminated after contact with blood or other potentially infectious material; and
- make the equipment available for service in accordance with the service agreement.

**Term of Contract:** The term of the agreement is five (5) years, from May 1, 2021, through April 30, 2026.

**Termination Options:** The agreement may be terminated as follows:
- by the non-defaulting party if a default is not cured within thirty (30) days of written notice;
- by customer upon thirty (30) days’ written notice to AMI;
- in the event of insufficient funds; and
- upon written notice to AMI of a material breach of the agreement or violation of the HIPAA Regulations that remains uncured following ten (10) days written notice, or immediately if cure is not possible, in the event AMI improperly uses or discloses protected health information.

**Contract Amount:** The total estimated cost of the service agreement over the five (5) year term is $337,900. The flat rate for service is $281,565 to be paid in monthly installments over the term of the agreement. UMMC has also included an additional $56,335, for variable fees not included in the service plan, such as wait time, service outside standard coverage hours, and travel.

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

**Contractor Selection Process:** Carestream Health, Inc., the original equipment manufacturer, has certified AMI personnel as its exclusive distributor and service provider for the portable Carestream Revolution X-ray machines.
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. Legal Staff has reviewed the proposed Agreement between American Medical Imaging, LLC and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MASTER PRICING AGREEMENT WITH BIOTRONIK, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Purchase Agreement with Biotronik, Inc. (Biotronik) for the purchase of pacemakers, leads, defibrillators, accessories and adaptors used in the treatment of rhythm disturbances in adult and pediatric congenital heart patients. UMMC also requests approval to amend the agreement as needed to add or remove products without seeking prior Board approval as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** Biotronik, Inc.

**History of Contract:** This is a new agreement with Biotronik. Currently, UMMC purchases these products on an as-needed basis without requirement of a contract. UMMC seeks to enter into a contract at this time to lock in discounted pricing over the two (2) year term.

**Specific Type of Contract:** This is a new Master Pricing Agreement.

**Purpose:** The purpose of the agreement is to purchase pacemakers, leads, defibrillators, accessories, and adaptors used in the treatment of rhythm disturbances in adult and pediatric congenital heart patients.

**Scope of Work:** Under the agreement, Biotronik will provide pacemakers, leads, defibrillators, accessories and adaptors to UMMC at discounted pricing.

**Term of Contract:** The term of the agreement is two (2) years, from May 1, 2021, through April 30, 2023.

**Termination Options:** Termination options include the following:

- by either party upon thirty (30) days’ advance written notice to the other party;
- automatically, if either party is excluded from a federally-funded health care program;
immediately if a provision of the agreement is declared void
that substantially alters the agreement or the obligations of the parties; and
• in the event of insufficient funds.

Contract Amount: The total estimated cost of the agreement is $400,000 over
the two (2) year term. Beginning in year two (2), UMMC has included a fifteen percent
(15%) increase for potential volume change.

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

Contractor Selection Process: Biotronik is an approved vendor contracted with Vizient,
one of UMMC’s group purchasing organizations (GPO) pursuant to Miss. Code Ann. 31-7-13(m)(x).

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. Legal Staff has reviewed the proposed Agreement between Biotronik, Inc and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. UMMC– REQUEST FOR APPROVAL TO ENTER INTO A TRANSPORTATION SERVICES AGREEMENT WITH GROOME TRANSPORTATION OF TEXAS, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Transportation Services Agreement with Groome Transportation of Texas, LLC (Groome) for daily shuttle service to transport employees and others parking off campus and to/from the Jackson Medical Mall, shuttle service for patients and guests needing transportation to the hospitals, and for charter service for UMMC events and related UMMC functions or special trips.

Contractor’s Legal Name: Groome Transportation of Texas, LLC

History of Contract: On June 18, 2015, the Board approved an agreement with Groome for daily shuttle service to transport employees and others parking off campus and to/from the Jackson Medical Mall, shuttle service for patients and guests needing transportation to the hospitals, and for charter service for UMMC events and related Medical Center functions or special trips. The estimated cost of the contract over the five (5) year term was $16,457,986.35. On August 20, 2020, the Board approved the First Amendment to the agreement to extend the term of the agreement for an additional six months and to revise provisions related to confidentiality, insurance and indemnification. In November 2020, UMMC conducted Request for Proposal
(RFP) No. 8022 for Transportation, Parking and Valet Services. UMMC received four (4) responses to the RFP. Proposals were evaluated based upon cost and quality so that the lowest and best proposal would be selected. The UMMC selection committee selected Groome as the awarded bidder for transportation services.

Specific Type of Contract: This is a new Transportation Services Agreement.

Purpose: The purpose of the agreement is to provide transportation for employees, patients and visitors.

Scope of Work: Under the agreement, Groome will:

- furnish all drivers, supervision, vehicles, fuel and service of vehicles required to provide shuttle and charter services, including daily bus shuttle and on-campus cart shuttle services;
- train its employees, including driving safety, customer service, and ADA training;
- procure all driver and vehicle licenses and permits;
- ensure a local manager or designee is available during all hours of the operational day;
- furnish all drivers with uniforms;
- provide its employees with equipment and supplies needed to perform all required transportation services, including two-way communications;
- report in writing any incidents and/or accidents within 24 hours;
- provide new, UMMC-branded vehicles for shuttle and charter operation, including ADA-compliant buses that are equipped with automatic vehicle locator technology;
- maintain general liability insurance of vehicles for services;
- provide all fuel for shuttle and charter vehicles at no additional cost (cost is included in contracted hourly rate);
- equip all buses with AVL technology that can be accessed through a smartphone application or computer desktop;
- maintain and clean vehicles weekly or more often as needed; and
- provide a back-up fleet of at least 20% ready for service within 30 minutes in the event of a breakdown or out-of-service vehicles.

UMMC will:

- provide one (1) office on campus for Groome’s on-site manager; and
- provide a dedicated, secured parking area for Groome’s vehicles.

Term of Contract: The term of the agreement is five (5) years, from May 1, 2021, through April 30, 2026.

Termination Options: Termination options include the following:

- by agreement of the parties;
by UMMC at any time upon 120 days’ written notice;
• in the event of default by Groome and failure to cure the default;
• immediately upon Groome’s breach of any of the following ongoing
representations and warranties that Groome, its officers, directors and
employees:
  o are not currently excluded, debarred, or otherwise ineligible to
participate in any federal health care programs or any state
healthcare programs;
  o have not been convicted of a criminal offense related to the
provision of healthcare items or services and have not been excluded,
debarred, or otherwise declared ineligible to participate in the Federal
Healthcare Programs or any state healthcare programs,
  o are not, nor have ever been included on the Office of Foreign
Assets Control, Specially Designated Nationals and Blocked Persons
list;
  o are not, to the best of its knowledge, under investigation or
otherwise aware of any circumstances which may result
in Groome being excluded from participation in the Federal Healthcare
Programs or any state healthcare programs; and
  o if Groome is to receive any patients' personal health
information, Groome represents and warrants that it has implemented
safeguards to ensure that the privacy and confidentiality of patients'
personal health information is protected.
• in the event of any reduction in available funds; and
• in the event of an adverse change in law and the parties cannot agree upon
renegotiated terms within thirty (30) days.

Contract Amount: The total contract cost over the five (5) year term is
$13,000,000. UMMC has included fifteen percent (15%) increase beginning in year
2, which includes an annual two percent (2%) price increase and an
annual thirteen percent (13%) for increases in the number of service hours.

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

Contractor Selection Process: In November 2020, UMMC conducted RFP
8022, Transportation, Parking and Valet Services. Four (4) bidders submitted proposals,
including Groome, ParkMed, WeDriveU, and REEF. Proposals were evaluated based
upon cost and responses to specifications so that the lowest and best proposal would be
selected. The UMMC selection committee selected Groome as the awarded bidder for
transportation/shuttle services. Although Groome was not the lowest bidder, it provided
the best and most complete responses to the specifications requested in the RFP. The
lowest bidder, ParkMed, did not respond to or agree to provide many of the specifications
requested by UMMC. Therefore, this lower cost proposal received a lower overall
evaluation. The following reflects the scoring for the proposals. The overall score indicated below is based upon criteria including cost as well as other factors.

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<thead>
<tr>
<th></th>
<th>RFP Score</th>
<th>Cost</th>
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<tbody>
<tr>
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<tr>
<td>REEF</td>
<td>71.16</td>
<td>$9,143,092.00</td>
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<tr>
<td>ParkMed</td>
<td>58</td>
<td>$7,878,808.00</td>
</tr>
<tr>
<td>WeDriveU</td>
<td>52.95</td>
<td>$13,370,092.00</td>
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</table>

The above costs were calculated upon the number of hours and hourly rates included in the bidders’ proposals for services, without factoring in future volume growth. The cost for the proposed agreement includes future volume growth, which accounts for the difference in cost.

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. Legal Staff has reviewed the proposed Agreement between Groome Transportation of Texas, LLC and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PLACEMENT AGREEMENT AND A TIERED PRICING AGREEMENT WITH VAPOTHERM, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Pricing and Placement Agreement **Vapotherm, Inc. (Vapotherm)** for placement of the Vapotherm Hi-VNI® Precision Flow Systems and purchase of related disposables for the treatment of respiratory distress, including hypercapnia, hypoxia and dyspnea. This technology provides non-invasive ventilation for spontaneously breathing patients that allows for quick set up and fast stabilization of infant, pediatric, and adult patients. UMMC also requests approval amend the Agreement to add or remove disposables and placed equipment as needed without seeking prior Board approval as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name: Vapotherm, Inc.**

**History of Contract:** This is a new Agreement with Vapotherm. In 2018, UMMC contracted with Vapotherm for purchase of three (3) Vapotherm Precision Flow systems, equipment accessories, and associated disposables. Under that contract, Vapotherm also placed seventeen (17) additional Vapotherm Precision Flow units at no-cost based on the purchase of the associated disposables. UMMC is entering into a new agreement at this time to lock in discounted pricing.
Specific Type of Contract: This is a new Placement Agreement and a new Tiered Pricing Agreement.

Purpose: The purpose of the Agreement is for the placement of forty (40) Vapotherm Hi-VNI® Precision Flow Systems and purchase of related disposables for the treatment of respiratory distress, including hypercapnia, hypoxia and dyspnea. This technology provides non-invasive ventilation for spontaneously breathing patients that allows for quick set up and fast stabilization of infant, pediatric, and adult patients.

Scope of Work: Under the Agreement, Vapotherm will provide forty (40) Hi-VNI® Precision Flow Systems at UMMC at no additional cost in exchange for UMMC’s purchase of related disposables. There is no commitment for UMMC to purchase a required volume or amount of disposables.

Term of Contract: The term of the agreement is one (1) year, from May 1, 2021, through April 30, 2022.

Termination Options: The Tiered Pricing Agreement may be terminated as follows:
- by either party upon sixty (60) days’ written notice; and
- by UMMC in the event of insufficient funds.

Contract Amount: The total estimated cost of the Agreement over the one (1) year term is $325,000.

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

Contractor Selection Process: The Vapotherm Hi-VNI® Precision Flow Systems and related disposables qualify as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13.

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. Legal Staff has reviewed the proposed Agreement between Vapotherm, Inc and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN ENTERPRISE LICENSE AGREEMENT WITH VMWARE, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) request approval to enter into an Enterprise License Agreement (ELA) with VMWare, Inc.
(VMWare) for the license, maintenance, and support of various applications. Currently, UMMC seeks to purchase the NSX and VSphere products, which are used for network micro-segmentation and server virtualization. These products are used as a security and firewall defense strategy inside UMMC’s data center. The NSX product blocks communication between the servers, and the Vsphere application virtualizes UMMC’s servers housed inside the data center. The software and support are being purchased through VMWare’s authorized reseller Insight Direct, Inc. (Insight), an approved vendor contracted with Vizient, one of UMMC’s group purchasing organizations. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to prepay the three (3) year license and support fee for the NSX and VSphere applications.

Contractor’s Legal Name: VMWare, Inc.

History of Contract: In approximately 2008, UMMC purchased an on-premise perpetual license for the NSX and Vsphere products. Since that time, UMMC has purchased annual maintenance and support through Insight, an information technology reseller, through its contract with Vizient, one of UMMC’s group purchasing organizations. UMMC seeks to enter into an Enterprise License Agreement with VMWare that would allow the purchase of various other applications from VMWare, as well as purchase new licenses and support for the NSX and VSphere products.

Specific Type of Contract: This is a new Enterprise License Agreement.

Purpose: The purpose of this Agreement is to allow UMMC to purchase various applications on an as-needed basis from VMWare. Currently, UMMC seeks to purchase the NSX and Vsphere applications, which are used for network micro-segmentation and server virtualization. These products are used as a security and firewall defense inside UMMC’s data center. The NSX product blocks communication between the servers, and the Vsphere application virtualizes UMMC’s servers. Server virtualization allows UMMC to maximize the use of hardware by allowing multiple virtualized servers to run on the same piece of equipment. Other potential applications would allow UMMC to provide additional security measures, management of the devices, and security monitoring on both the NSX and VSphere applications.

Scope of Work: Under the Agreement, VMWare will provide subscription based software licenses as well as support and maintenance on items purchased. In addition, VMWare will also provide support and maintenance on the licenses already owned by UMMC.

Term of Contract: The term of the agreement is three (3) years, from April 19, 2021, through March 18, 2024.
Termination Options: The ELA includes various exhibit documents that include termination options as follows:

- **Cloud Service Offerings Terms of Service:**
  - By UMMC upon thirty (30) days’ written notice for a material or detrimental change to services;
  - By UMMC at any time by stopping use of the services;
  - By VMware immediately upon written notice if VMWare suspends services or to allow VMWare to comply with any applicable laws;
  - By either party immediately for breach if the breach is not cured within thirty (30) days after written notice or if a material breach of the agreement has occurred and the breach cannot be cured;
  - By either party immediately upon notice for insolvency or becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding; and
  - By VMWare if the service offering becomes the subject of an infringement claim.

- **End User License Agreement:**
  - By UMMC for availability of funding due to a reduction of appropriated funds;
  - By VMWare immediately upon written notice if UMMC fails to pay any portion of the fees under an applicable order within ten (10) days after receiving written notice that payment is past due;
  - By VMWare if UMMC breaches any other provision of the EULA and fails to cure within thirty (30) days after receipt of VMWare’s written notice thereof;
  - By UMMC if VMWare breaches any provision of the EULA and/or order and the breach is not cured within thirty (30) days after written notice or if a material breach of the EULA and/or order cannot be cured; and
  - By VMWare if UMMC terminates or suspends business, becomes insolvent or becomes subject to any bankruptcy or insolvency proceedings.

- **Technical Support and Subscription Services Terms and Conditions:**
  - By VMWare if UMMC beaches the license restriction or creates a material breach of the terms and the breach is not cured within thirty (30) days of receiving written notice of the breach; and
  - UMMC may terminate services in connection to the software immediately upon written notice to VMWare if VMWare breaches the terms and the breach is not cured within thirty (30) days after receiving written notice of the breach.

- **Support for Cloud Service Offerings Terms and Conditions:**
  - By VMWare at any time if UMMC is in breach of the Terms of Service or UMMC is in material breach of the Cloud Support Terms.
Contract Amount: The total estimated cost of the Agreement is $1,075,000.00. The estimated cost includes $887,330.88 for the purchase of the VSphere and NSX applications.

Funding Source for Contract: The Agreement will be funded through general funds.

Contractor Selection Process: VMWare provides its software and support products through its authorized reseller Insight, who is an approved vendor contracted with Vizient, one of UMMC’s group purchasing organizations.

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. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between VMWare, Inc and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. UMMC– REQUEST FOR APPROVAL TO AMEND A PRICING AGREEMENT WITH W.L. GORE & ASSOCIATES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Pricing Agreement with W.L. Gore & Associates, Inc. (Gore) extend the term, add and remove products, revise insurance language, and add information security language. The new endovascular products are used to treat and repair thoracic aneurysms and transections. The original agreement is for the purchase of endoprosthesis and vascular stent products, which are for the treatment of complex arterial and vascular stenosis in adult and pediatric patients.

Contractor’s Legal Name: W.L. Gore & Associates, Inc.

History of Contract: On May 20, 2019, the Board approved a Pricing Agreement with Gore for the purchase of GORE® VIABAHN® Endoprosthesis, VBX Expandable Endoprosthesis, and TIGRIS® Vascular Stent products. The Agreement will expire on May 31, 2022. The proposed amendment extends the term for two (2) additional years through May 31, 2024. UMMC previously has purchased GORE® ENDOVASCULAR® products separately without the requirement of a contract. In order to receive additional discounts and rebates on these products, Gore now requires an agreement.

Specific Type of Contract: This is an amendment to the Pricing Agreement.
Purpose: The purpose of the amendment is to extend the term, add GORE® ENDOVASCULAR® products, remove TIGRIS® Vascular Stent products, revise insurance language, and add information security language. The ENDOVASCULAR® products are used to treat and repair thoracic aneurysms and transections. The purpose of the original Agreement is to purchase GORE® VIABAHN® Endoprosthesis, VBX Expandable Endoprosthesis, and TIGRIS® Vascular Stent products, which are for the treatment of complex arterial and vascular stenosis in adult and pediatric patients.

Scope of Work: Under the agreement, Gore will continue to provide discounted pricing and rebates when earned by UMMC based on purchase volume.

Term of Contract: The term of the amended Agreement is five (5) years, from June 1, 2019, through May 31, 2024. The original Agreement was for a term of three (3) years, from June 1, 2019, through May 31, 2022. The amendment extends the term for two (2) additional years through May 31, 2024.

Termination Options: Termination options include the following:
- by either party without cause upon thirty (30) days prior written notice; and
- in the event a party is unable to provide services required for a period of thirty (30) consecutive days as a result of a continuing force majeure event, either party may cancel the affected services.

Contract Amount: The total estimated cost over the amended term is $8,250,000. The estimated cost of the original Agreement was $1,586,694.23. UMMC anticipates the need for an additional $6,913,305.77 for the remainder of the term. UMMC has included a twenty percent (20%) volume increase for the additional two (2) years.

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

Contractor Selection Process: UMMC is currently contracted with W.L. Gore.

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. Legal Staff has reviewed the proposed Agreement between W.L. Gore & Associates, Inc and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
10. **USM – REQUEST FOR APPROVAL TO ENTER INTO A LICENSE AGREEMENT WITH CELLULAR SOUTH REAL ESTATE, INC.**

**Agenda Item Request:** The University of Southern Mississippi requests retroactive Board approval of the first amendment to its License Agreement with Cellular South Real Estate, Inc. to extend the term for up to ten years for the cellular antennae placement atop the University’s International Building.

**Contractor’s Legal Name:** Cellular South Real Estate, Inc.

**History of Contract:** The IHL Board approved the installation of the cellular antenna in October 2010. The initial term of the contract was for five years from the date the equipment began operating (November 23, 2010), and the contract provided for one additional five-year renewal term. That option was exercised in November 2015. The second contractual five-year period ended November 23, 2020. Both parties agree that an extension of these additional years is mutually beneficial.

**Specific Type of Contract:** This is a license agreement.

**Purpose:** The purpose of this contract is to provide continued cellular capability in and around campus. The contractor has provided upgrades to its equipment for this purpose. The license for the antennae placement provides revenue to the University.

**Scope of Work:** The contract requires that the University provide space on top of the International Building for the antennae and necessary equipment. All expenses associated with the installation of the system are the responsibility of the contractor. The University will receive monthly payments of for the life of the contract term.

**Term of Contract:** This license agreement shall retroactively commence on November 23, 2020 and shall continue for a period of five years (60) months. After that term, it shall automatically extend for one (1) consecutive renewal period of five years upon the same terms unless Licensee provides written notice to Licensor of its election not to renew the Term at least sixty (60) days prior to the end of the then-current five-year term.

**Termination Options:** The license may be terminated by Licensee at any time upon ten (10) days’ prior written notice to Licensor if (i) any license, permit, or other governmental approval necessary for the installation and/or operation of the Equipment is canceled or otherwise withdrawn or terminated; (ii) Licensee is unable to occupy or utilize the Premises (or continue to occupy or utilize the Premises) due to any action of the FCC or any other regulatory agency or body having jurisdiction thereof; or (iii) at Licensee’s election at any time provided that Licensee pays Licensor an amount equal to three month’s rent. Upon such termination, Licensee shall owe the rent through the date of termination only.
Contract Amount: The initial term’s monthly payment amount was $2,000 per month. After the first five-year period the payments increased to $2,300 per month. For the first five years of this new extension, the payment amount will increase by 15 percent to $2,645 per month, and if renewed again, the payment amount will again increase by 15 percent to $3,041.75 per month. Payments for the first five-year term (60 months) totaled $120,000. Payments for the second five-year term totaled $138,000. Payments for this extension’s first five years will total $158,700, while the second five years will total $182,505, which will bring the total payments over the 20-year life of the contract to $599,205.

Funding Source for Contract: This is a revenue contract.

Contractor Selection Process: The University was initially approached by Cellular South Real Estate, Inc. requesting approval to install cellular antennae on the rooftop of the International Building at their cost. The terms of the contract were negotiated by the University with Cellular South Real Estate, Inc.

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. Legal Staff has reviewed the proposed Agreement between Cellular South Real Estate, Inc and The University of Southern Mississippi for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
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.
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(A), Real Estate Management

Prior Board approval is required for the execution of all easements or non-oil, non-gas and non-mineral leases in an amount greater than $100,000. The Commissioner is authorized to approve leases (other than oil, gas and mineral leases) or easements in amounts equal to or less than $100,000. The Commissioner may further delegate the Commissioner’s approval authority regarding easements and leases to the applicable IEO or his/her designee(s) provided that the requirements of Policy 707.01 D. are met. Board approval is required for timber sales in an amount greater than $500,000. For timber sales of an amount $500,000 or less, the Chair of the Real Estate Committee is authorized to approve sales on behalf of the Board upon satisfactory legal review and recommendation from the Commissioner. Board approval prior to the execution of the contract is required for all other land contracts requiring an aggregate total expenditure of more than $250,000. Requests 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 property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.

Board Policy §905(B), Real Estate Management

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.

APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

IHL PROJECTS ......................................................

1. **ASU – IHL 201-256 – MDOT Transportation Alternatives Project**

   **Project Request:** Alcorn State University requests approval to initiate a project, MDOT Transportation Alternatives Project.

   **Proposed Project Professional:** TBD

   **Selection Method:** The project budget is not anticipated to exceed $3M therefore it is not required that the university use the RFQ method for the selection of the design professional.

   **Purpose:** Alcorn State University is seeking to initiate the project as required by Board Policy.

   **Project Scope:** The proposed scope of work for the project includes resurfacing the campus bicycle trail and adding pedestrian lighting and landscaping. The final project scope will ultimately be defined and approved during the development of the project.

   Alcorn State University is seeking 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:** April 15, 2021
Date of Original Construction: N/A

Date of Last Renovation: N/A

Proposed Project Budget:

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Total Project Budget: $1,661,384.93

Proposed Funding Source(s): Federal Transportation Alternatives Grant Funds ($1,384,487.44); University Plant Funds ($276,897.49)

Staff Recommendation: Board staff recommends approval of this item.

APPROVAL OF BUDGET INCREASES AND/OR CHANGES OF SCOPE/FUNDING SOURCE(S)

BUREAU OF BUILDING PROJECTS

2. ASU – GS 101-310 – New Faculty and Staff Housing

Project Request: Alcorn State University is requesting approval to increase the budget from $10,400,000 to $10,500,000 for an increase in the amount of $100,000 in order to allow for an increase in contingency funds for the project for change orders and to add funds for professional fees and miscellaneous costs associated with providing ITS infrastructure requirements for the project.

Current Project Phase: Construction Phase

Design Professional: Architecture South

General Contractor: Ergon Construction Group

Purpose/Justification: This increase is needed to cover costs associated with change orders and to add funds for professional fees and miscellaneous costs associated with providing ITS infrastructure requirements for the project.
**Project Scope:** The project scope includes the construction of new faculty and staff housing units in the form of apartments and townhomes on the Lorman campus.

**History of the Project:** The project was initiated at the April 2017 IHL Board Meeting with a $10,000,000 budget. The budget was increased by $400,000 at the 9/17/2020 board meeting to accommodate change orders and fees associated with the project. The requested budget increase of $100,000 is to accommodate additional funds for contingencies and miscellaneous project costs for IT infrastructure work.

Alcorn State University is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget modifications and changes in funding sources/scope to the Board for approval.

**Project Initiation Date:** April 20, 2017

**Proposed Project Budget:**

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**Proposed Funding Source(s):** HB 1729, Laws of 2016 ($10,000,000); University Funds ($500,000)

**Staff Recommendation:** Board staff recommends approval of this item.
3. **MSU – Delete from Inventory – Building #1631 – White Sand, MS**

**Project Request:** Mississippi State University requests approval to delete from inventory Building #1631 located in White Sand, Mississippi that is no longer needed by the university.

**Justification:** MSU is demolishing this barn, constructed in 1939, because it was damaged by high winds and is in poor condition.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #1631 is not eligible for designation as a Mississippi Landmark. 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.

4. **MSU – Delete from Inventory – Building #1759 – Verona, MS**

**Project Request:** Mississippi State University requests approval to delete from inventory Building #1759.

**Justification:** Building #1759 is an equipment storage shed that was constructed in 2007. The shed is collapsed from ice/snow load on February 18, 2021.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #1759 is not eligible for designation as a Mississippi Landmark. 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.
5. UM – IHL 207-469 – Kappa Delta South Boundary Line Adjustment

**Project Request:** The University of Mississippi requests permission to grant a minor boundary line change to the property leased by the Kappa Delta Sorority.

**Purpose:** The Kappa Delta Sorority has recently constructed a new chapter house on the site of its previous house which was demolished. During construction of the new house it was found a portion of the in-ground patio concrete work had encroached across approximately half of the south property line. The encroachment was less than 30” over a distance of approximately 100’-0”. The University of Mississippi requests permission to adjust the boundary so that the concrete placed in error may now lie within the area leased by the Kappa Delta Sorority.

**Property Description:** The adjustment is noted as N 84 degrees 52’40” W for 78.45’ and N 86 degrees 42’09” W for 103.01’.

**History:** Construction began on the new Kappa Delta Sorority house in 2019. Work is expected to be complete in the Spring of 2021.

**Staff Recommendation:** The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable. Board staff recommends approval of this item.

6. UM – Approval of a Sublease between Kappa Alpha Theta Fraternity, Inc. and Tau of Chi Omega Fraternity House Corporation and Authority to Sign Prime Landlord’s Consent

**Project Request:** The University of Mississippi (“UM”) requests that the Board of Trustees of State Institutions of Higher Learning (“IHL”) approve a sublease between Kappa Alpha Theta Fraternity, Inc. (“KAT”) and Tau of Chi Omega Fraternity House Corporation (“Chi Omega”) and authorize the University Chancellor to execute the Prime Landlord’s Consent on behalf of the Board of Trustees of State Institutions of Higher Learning.

**Purpose:** Because the Epsilon Zeta Chapter of Kappa Alpha Theta Fraternity, Inc. ceased its chapter operations on UM’s campus in December 2018, the house corporation affiliated with the sorority – the KAT House Corporation – was dissolved. Before its dissolution, the KAT House Corporation assigned and conveyed all of its rights, title and interest in its primary lease with the IHL to KAT, the national fraternity with which the Epsilon Zeta Chapter and the KAT House Corporation are affiliated. Moreover, because the sorority residential facility occupied by the Epsilon Zeta Chapter would be vacant as of May 2019, the KAT House Corporation (through its assignee KAT) subleased the facility to the Delta Rho
Chapter House Association of Kappa Kappa Gamma/Fraternity. The IHL’s approval of the Assignment and Assumption of Lease and the Sublease was necessary because the primary lease between the KAT House Corporation and the IHL expressly provided that the KAT House Corporation may not sublease the property, or sell, assign, or mortgage the leasehold estate to any person, corporation, society, or body without the consent of the IHL in writing. Now that the IHL has approved the Assignment and Assumption of Lease between KAT House Corporation and KAT, approved the Sublease between KAT and KKG House Association which expired on June 30, 2020, and also approved the Sublease between KAT and Sigma Chi, and that Sublease is set to expire May 10, 2021, KAT (assignee of KAT House Corporation) seeks to enter into a third sublease with Chi Omega.

Terms: This is a sublease for a residential facility on sorority lot #252 on the University of Mississippi’s Oxford campus that was erected on May 21, 1979 by the Epsilon Zeta House Corporation of Kappa Alpha Theta (“the KAT House Corporation”). The primary lease between the IHL/UM and KAT (assignee of the KAT House Corporation) is for a fifty-year term, from May 21, 1979 to May 20, 2029. The primary lease contains an option to renew the lease for an additional twenty-five years, thereby extending the lease term to year 2054, if the option is exercised. The assignment and assumption of lease that the IHL previously approved between the KAT House Corporation and KAT is permanent and has no term. The term of the sublease between KAT and Chi Omega is for a term from July 20, 2021 to May 31, 2022. The primary lease between the IHL/UM and KAT (assignee of the KAT House Corporation) imposes an annual $50 lease payment to UM. The base rent under the sublease between KAT and Chi Omega is $135,000 payable in 10 monthly installments of $13,500 each, plus a one-time $13,500 security deposit.

Termination Options: The IHL/UM may terminate the primary lease with KAT (assignee of KAT House Corporation) if its initial fifty (50) year term expires and the lease is not renewed. UM may also terminate the primary lease for breach of any of the express conditions listed. These express conditions include building specifications, use of the building, building improvements, running of and paying for utilities, maintenance of building and grounds, and building insurance. The sublease between KAT and Chi Omega may be terminated for the non-payment of rent or if one of the other conditions specified in the sublease is triggered such as failure of Chi Omega, as subtenant, to observe or perform any provision of sublease within 30 days of notice, abandonment of the leased premises, involuntary petition in bankruptcy, or attachment, execution or other judicial seizure of Chi Omega’s assets or interest in sublease, or if Chi Omega admits its inability to pay generally its debts, damage and destruction, eminent domain, non-availability of funds for UM to care for and maintain the property, force majeure, or if UM’s consent has not been obtained by the thirtieth (30th) day after the mutual execution and delivery of the sublease.
**History:** On May 21, 1979, Epsilon Zeta House Corporation of Kappa Alpha Theta (“the KAT House Corporation”) and the IHL/UM entered into a lease for sorority lot #252 on the University of Mississippi’s Oxford campus. The KAT House Corporation erected a sorority residential facility on the lot. In December 2018, the Epsilon Zeta Chapter of KAT closed its chapter operations at UM. As of May 12, 2019, the sorority residential facility was unoccupied. In May 2019, UM sought and obtained IHL approval of: (i) an assignment and assumption of the lease between KAT House Corporation and KAT, and (ii) a sublease between KAT and the Delta Rho Chapter House Association of Kappa Kappa Gamma/Fraternity (“KKG House Association”). The sublease between KAT and KKG House Association expired June 30, 2020. On October 15, 2020, Commissioner Alfred Rankins, Jr. approved the Sublease Agreement between KAT and Mississippi Sigma Chi Association (Sigma Chi). The sublease between KAT and Sigma Chi expires May 10, 2021.

*Staff Recommendation:* The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable. Board staff recommends approval of this item.

7. **USM – Delete from Inventory – Building #991 (Business Complex) – Gulf Park Campus – Long Beach, MS**

**Project Request:** The University of Southern Mississippi requests approval to delete from inventory Building #991 (Business Complex).

**Justification:** Building #991 is the Business Complex located on the Gulf Park campus. The 5,100 square foot structure is located at 213 Bear Point Drive. The structure is currently in a state of disrepair and the university is seeking to remove the structure and grade the site.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #991 is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities. The University of Southern Mississippi 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. **USM – Delete from Inventory – Building #616 and Building #618 – Hattiesburg, MS**

**Project Request:** The University of Southern Mississippi requests approval to delete from inventory Building #616 and Building #618.

**Justification:** Both of the buildings (Building #616 and #618) are located at 202 Golf Course Road and are dilapidated. The two facilities have been vacant for years and have deteriorated over time. The university is seeking to demolish the facilities and remove the debris.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #616 and Building #618 are not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities. The University of Southern Mississippi 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.
APPROVAL OF PERSONNEL ACTION REQUEST

1. **Employment**

   **Jackson State University**
   Howard Brown; Vice President & CFO Division of Business and Finance; salary $200,000 per annum, pro-rata; E&G funds; 12-month contract; effective May 3, 2021

2. **Change of Status**

   **Jackson State University**
   Tammiko Harrison; from Interim Vice President & CFO for Business and Finance; salary $150,000 per annum, pro rata; E&G Funds; 12-month contract; to Executive Director of Budget and Financial Analysis for Business and Finance; salary $120,000 per annum, pro rata; E&G Funds; 12-month contract; effective April 30, 2021

   **Mississippi State University**
   Keith H. Coble; from Special Assistant to Vice President and Department Head for Agricultural Economics; salary $226,095.00 per annum, pro rata; E&G Funds; 12-month contract; to Vice President for Agriculture, Forestry and Veterinary Medicine; salary $300,000.00 per annum, pro rata; E&G Funds; 12-month contract; effective February 16, 2021

3. **Tenure**

   **Mississippi State University**
   Sawsan Abutabenjeh; promotion to Associate Professor; Political Science and Public Administration; effective August 16, 2021

   John Ramirez Avila; promotion to Associate Professor; Civil and Environmental Engineering; effective August 16, 2021

   Vasabjit Banerjee; promotion to Associate Professor; Political Science and Public Administration; effective August 16, 2021

   Brandon Barton; promotion to Associate Professor; Biological Sciences; effective August 16, 2021

   Nathan Berglund; promotion to Associate Professor; Accounting; effective August 16, 2021

   Shanti Bhushan; promotion to Associate Professor; Mechanical Engineering; effective August 16, 2021
Chih-Chia Chen; promotion to Associate Professor; Kinesiology; effective August 16, 2021

Amanda Cook; promotion to Associate Professor; Meridian Division of Arts and Sciences; effective August 16, 2021

Marina Denny; promotion to Associate Professor; School of Human Sciences; effective July 1, 2021

Derris Devost-Burnett; promotion to Associate Professor; Animal and Dairy Sciences; effective August 16, 2021

Alisha Hardman; promotion to Associate Professor; School of Human Sciences; effective July 1, 2021

Raed Jaradat; Associate Professor; Industrial and Systems Engineering; effective August 16, 2021

Andrew Jarosz; promotion to Associate Professor; Psychology; effective August 16, 2021

Kristin Javorsky; promotion to Associate Professor; Curriculum, Instruction and Special Education; effective August 16, 2021

Kecia Johnson; promotion to Associate Professor; Sociology; effective August 16, 2021

Attila Karsi; promotion to Professor; Comparative Biomedical Sciences; effective August 16, 2021

Cheng Li; promotion to Associate Professor; Finance and Economics; effective August 16, 2021

Matthew McBride; promotion to Associate Professor; Mathematics and Statistics; effective August 16, 2021

Mohammad Marufuzzaman; Associate Professor; Industrial and Systems Engineering; effective August 16, 2021

Danielle Nadorff; promotion to Associate Professor; Psychology; effective August 16, 2021

Anthony Neal; Associate Professor; Philosophy and Religion; effective August 16, 2021

Zhujun Pan; promotion to Associate Professor; Kinesiology; effective August 16, 2021
Sorina C. Popescu; Associate Professor; Biochemistry, Molecular Biology, Entomology and Plant Pathology; effective August 16, 2021

Michael S. Pratte; promotion to Associate Professor; Psychology; effective August 16, 2021

Margaret Ralston; promotion to Associate Professor; Sociology; effective August 16, 2021

Heidi Renninger; promotion to Associate Professor; Forestry; effective August 16, 2021

Hongjoo Rhee; Associate Professor; Mechanical Engineering; effective August 16, 2021

Carrlet (Beth) Stokes; promotion to Associate Professor; Sustainable Bioproducts; effective August 16, 2021

Jason Street; promotion to Associate Professor; Sustainable Bioproducts; effective August 16, 2021

Garrett Street; promotion to Associate Professor; Wildlife, Fisheries and Aquaculture; effective August 16, 2021

Te-Ming (Paul) Tseng; promotion to Associate Professor; Plant and Soil Sciences; effective July 1, 2021

Wei-Chieh Yu; promotion to Associate Professor; Instructional Systems and Workforce Development; effective August 16, 2021
1. **ASU – APPROVAL TO AWARD ONE HONORARY DEGREE**

The university requests approval to bestow one honorary degree at its May 8, 2021 commencement ceremonies. Supporting documents are on file at the Board Office.

**Staff Recommendation:** Board staff recommends approval of this item.
1. SYSTEM – APPROVAL OF NEW ACADEMIC DEGREE PROGRAMS

A. DSU – Education Specialist (EdS) in Curriculum & Instruction
   CIP code: 13.0301
   Total credit hours: 30
   Effective date: August 2021
   Incremental, six-year cost of implementation: $37,000
   Potential six-year, new revenue: $875,160
   Institution(s) offering similar program(s): University of Mississippi and Mississippi College
   Rationale: Adding a Curriculum & Instruction program in the Educational Specialist degree will appeal to a larger market of teachers who already hold a master’s degree in either elementary education, leadership, special education, or secondary education but want to pursue a specialist degree in a program that will support a broader range for practice than their current training and employment setting provides. Currently, there is no option at DSU to pursue advanced training in curriculum and instruction if they do not hold an elementary education master’s degree.
   Number of students expected to enroll in first six years: 66
   Number of students expected to graduate in first six years: 66
   National and state supply and demand: Mississippi Department of Education Accountability data for the 2018-19 and 2019-20 school years point to the need for better equipped instructional staff in MS. Since graduates will be educators, they will have the option to remain in their current practice or serve in curriculum and instruction leadership roles at the school or district level.

B. DSU – Education Specialist (EdS) in Higher Education
   CIP code: 13.1214
   Total credit hours: 30
   Effective date: August 2021
   Incremental, six-year cost of implementation: $36,000
   Potential six-year, new revenue: $875,160
   Institution(s) offering similar program(s): Mississippi State University, University of Mississippi, University of Southern Mississippi, and Mississippi College
   Rationale: Adding a Higher Education program in the Educational Specialist degree will appeal to a larger market of teachers who already hold a master’s degree and want to pursue a specialist degree in an administrative program outside of K-12 education. Currently, there is no option at DSU to pursue advanced leadership training without pursuing a K-12 administration degree.
   Number of students expected to enroll in first six years: 68
   Number of students expected to graduate in first six years: 68
   National and state supply and demand: Postsecondary education administration positions are anticipated to grow in demand 4% from 2019-2029 (source: Bureau of Labor Statistics, 2019).
Graduates will have the option to remain their current practice or pursue positions at universities or community colleges that require leadership credentials. Average wages: $94k nationally (source: Bureau of Labor Statistics, 2019)

C. MSU – Master of Arts (MA) in Communication
   CIP code: 09.0199
   Total credit hours: 33
   Effective date: January 2022
   Incremental, six-year cost of implementation: $1,306,320
   Potential six-year, new revenue: $1,515,214
   Institution(s) offering similar program(s): The University of Southern Mississippi programs include a MA, MS and Ph.D. in Mass Communication, and a MA and Ph.D. in Communication Studies. The University of Mississippi has a MS in Integrated Marketing Communication (a combination of Public Relations and Advertising) face-to-face and/or online plus an MA in Journalism. Jackson State University offers an MS in Journalism and Media Studies. There is no significant duplication with any graduate degree program at the University of Mississippi or Jackson State University.
   Rationale: Based upon survey results, the faculty have confidence that demand will surpass supply for this program. A conservative estimate of 15 students each fall is anticipated. These numbers are expected to increase as online classes are added, pending program reviews in years 1 and 2.
   Number of students expected to enroll in first six years: 100
   Number of students expected to graduate in first six years: 67
   Average wages: $63k nationally (source: Association of Schools of Journalism and Mass Communication)

D. MSU – Master of Science (MS) in Data Science
   CIP code: 30.7001
   Total credit hours: 30
   Effective date: August 2021
   Incremental, six-year cost of implementation: $1,905,183
   Potential six-year, new revenue: $2,957,400
   Institution(s) offering similar program(s): There are no other MS Data Science programs in the state. The University of Mississippi has an undergraduate Computer Science emphasis in Data Science.
   Rationale: There is incredible job growth in the field of data science. Data scientists work in various industries, including healthcare, public policy, environmental science, business, and public relations.
   Number of students expected to enroll in first six years: 100
   Number of students expected to graduate in first six years: 67
National and state supply and demand: Projected growth of 33% by 2026 in statistics-related jobs, including data analytics (source: Bureau of Labor Statistics, 2016). A query for Mississippi jobs with data science skills specifically requested turned up 70+ jobs; there were 3,000+ listed in the South during the same time period.

E. MUW – Bachelor of Science (BS) in Psychology
CIP code: 42.0101
Total credit hours: 120
Effective date: August 2021
Incremental, six-year cost of implementation: N/A
Potential six-year, new revenue: N/A
Institution(s) offering similar program(s): Alcorn State University, Jackson State University, Mississippi State University, and University of Southern Mississippi
Rationale: Psychology is recognized as a STEM discipline by the National Science Foundation.
In addition to grounding students in the major areas of psychology, the existing program (BA in Psychology) includes substantial coursework in research methods and statistics. Although the majority of psychology programs offer a BA only, 30% nationwide offer both a BS and a BA. Adding the option of a BS in Psychology will promote timely completion of degrees by transfer students; (1) prior to transferring, they are likely to have completed more coursework toward a BS than toward a BA and (2) BS courses can be taken in the same term, whereas foreign language courses must be taken in sequence. The BA degree will be retained.
Number of students expected to enroll in first six years: 91
Number of students expected to graduate in first six years: 58
National and state supply and demand: There is an anticipated increased growth in entry level jobs for psychology bachelor’s degree holders, with higher demand in management, professional service, sales, marketing, and teaching. (source: Bureau of Labor Statistics, 2019).

STAFF RECOMMENDATION: Board staff recommends approval of these new academic degree programs for first reading.
1. **SYSTEM–PRESENTATION AND APPROVAL OF FY 2022 APPROPRIATIONS AND APPROPRIATION ALLOCATION**

There will be an overview of the FY 2022 appropriations from the Legislature with a presentation of the final allocation of Education & General Support appropriations to the eight universities along with Legislative earmarks, subsidiary programs, agricultural units, and the University of Mississippi Medical Center.

Allocation will be provided under separate cover.

**Staff Recommendation:** Board Policy 701.04 says “The Commissioner, after consultation with the Institutional Executive Officers, shall use the Adequate Funding Model to prepare and submit for approval by the Board an annual request for allocation of funds appropriated by the Legislature for the use of the several institutions and separately budgeted units.” Board staff recommends FINAL approval of the FY 2022 allocation.

2. **SYSTEM – REQUEST FOR APPROVAL OF FY 2022 TUITION, ROOM AND BOARD RATES AND WAIVER OF THE 30-DAY REVIEW PERIOD**

**Agenda Item Request:** Approval is requested to waive the required 30-day review period and to give final approval for the tuition, room and board rates effective FY 2022.

Additional information will be submitted to the Board under separate cover.

**Staff Recommendation:** Based on Board Policy 702.04C – Consideration of Requests: Requests to establish tuition, and room and board charges shall not be considered until at least thirty days after they have been submitted to provide an opportunity for review by the Board and the Commissioner. The Board reserves the right to waive the thirty-day review requirement during periods of extreme time constraint.

Staff recommends that the Board waive the thirty-day review requirement of the proposed FY2022 tuition, room and board rates and adopt for FINAL approval.

3. **MVSU- REQUEST FOR APPROVAL OF A CAPITAL IMPROVEMENT FEE**

**Agenda Item Request:** Mississippi Valley State University (MVSU) requests approval of a $50.00 per student per semester fee for capital improvements to provide a stable base of support for the university’s capital projects.

**Contractor’s Legal Name:** N/A

**History of Contract:** N/A

**Specific Type of Contract:** N/A
Purpose: MVSU is requesting Board approval to institute a $50.00 capital improvement fee applicable to all students (resident, non-resident, online, and on any campus) in order to provide a stable base of support of capital projects. This fee will be assessed and capped at $50.00 per term and will be assessed for all academic terms with classes starting after August 1, 2021.

Scope of Work:
A sampling of planned uses of these funds, but not limited to, is as follows:

- Furniture and equipment for classroom upgrades - $1,500,000
- Outdoor basketball pavilion - $400,000
- Tennis Court Upgrades - $700,000
- Infrastructure Upgrades (streets, parking lots, and sidewalks) - $1,500,000
- ADA Access Controls - $400,000
- Sustainability Project - $1,000,000
- Front entrance traffic lights upgrade - $330,000
- Drainage upgrade - $300,000

Term of Contract: Each Fall and Spring semester

Termination Options: N/A

Contract Amount: $50.00 per semester, per student

Funding Source for Contract: Students’ accounts

Contractor Selection Process: N/A

Cost Benefit Analysis: Based on current enrollment, MVSU projects this fee to generate approximately $180,000 of new revenue annually, all of which will be recorded in the facilities management fund and used strictly to address facility repair needs on campus.

Staff Recommendation: Per Board Policy 702.02 “tuition is the basic, comprehensive, multi-purpose charge all students are required to pay as a condition of enrollment.” Because this fee will be charged to all students as a condition of enrollment, this Capital Improvement Fee meets the definition of tuition. Board staff recommends approval of this item subject to the uses described.
Based on Board Policy 702.04C – Consideration of Requests: Requests to establish tuition, and room and board charges shall not be considered until at least thirty days after they have been submitted to provide an opportunity for review by the Board and the Commissioner. The Board reserves the right to waive the thirty-day review requirement during periods of extreme time constraint.

Staff recommends that the Board waive the thirty-day review requirement of the proposed fee and adopt for FINAL approval.

4. SYSTEM–SALARY GUIDELINES FOR FY 2022

Board Policy requires the Commissioner and the Institutional Executive Officers to determine annual salary guidelines in preparation for the upcoming budget. Salary increases for FY 2022 should be based on one or more of the following:

1) meritorious performance,
2) market or equity adjustments,
3) faculty/staff promotions, and
4) for general increases from additional funds provided in excess of FY 2021 appropriation levels derived in Senate Bills 2904, 2905, 2906, 2907, 2908, 2909, 2910, 2911, and 2912, 2021 Regular Session.

Salary increase decisions may be made at the discretion of the Commissioner (for the Executive Office) or the Institutional Executive Officer (for the campuses). These salary guidelines will apply to all university and Board office employees regardless of funding source or types of increases awarded.

Staff Recommendation: Based on Board Policy 401.0103 Salaries and Compensation, the Commissioner after consultation with the Institutional Executive Officers, shall annually develop guidelines for the award of salary increases which shall be approved by the Board. Board staff recommends approval of this item.

5. UMMC– REQUEST FOR APPROVAL TO ENTER INTO A HOSPITAL SERVICES AGREEMENT WITH MISSISSIPPI BLOOD SERVICES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Hospital Service Agreement (Agreement) with Mississippi Blood Services, Inc. (MBS). This agreement will allow UMMC to have a primary provider for the continuous supply of blood, blood products and reference testing services for those UMMC patients requiring human blood and/or blood product transfusions at UMMC Jackson, Grenada and Holmes County.

Contractor's Legal Name: Mississippi Blood Services, Inc.
History of Contract: On June 21, 2018, the Board approved a three (3) year agreement with MBS for UMMC’s main campus in Jackson. On April 18, 2019, the Board approved an amendment to the MBS agreement to update pricing, allow for a Unit Incentive Plan rebate program, and add required terms and conditions. The agreement will expire on June 30, 2021. On April 18, 2019, the Board approved an agreement with MBS for the provision of a continuous supply of human blood and blood products to UMMC Grenada. That agreement will expire on June 30, 2021. UMMC has also contracted separately with MBS for the provision of blood and blood products to UMMC Holmes County for a total cost less than $250,000, which did not require Board approval. The proposed new Agreement with MBS will replace and supersede the three (3) separate agreements currently in place.

In addition to this request, UMMC has submitted for consideration a separate service agreement with American Red Cross (ARC) as its secondary blood supplier. UMMC seeks to simultaneously contract with two (2) blood products suppliers in order to ensure that an adequate supply of blood products is available at all times.

Specific Type of Contract: This is a new Hospital Services Agreement.

Purpose: The purpose of the Agreement is to provide a continuous supply of blood and blood products for patients who require human blood and/or blood product transfusions as well as reference testing services for patient sample analysis.

Scope of Work: Under the Agreement, MBS will:
- furnish an inventory stock of human blood commensurate with UMMC’s normal daily needs, drawn from volunteer donors, and tested in accordance with current Good Manufacturing Practice and FDA Standard specifications;
- extend discounted pricing for UMMC’s status as a Primary Hospital;
- provide services including staff and medical director availability for questions, frequent visits, one-on-one consultations, training, assistance to prepare for inspections, and lab services;
- attempt to locate rare or special unit blood if needed by UMMC;
- attempt to move blood and/or blood products nearing expiration and attempt to locate another hospital that may use it;
- issue return credit for red blood cells, random and apheresis products, fresh frozen plasma and cryoprecipitate, and recalled products; and
- MBS will pay an annual rebate to UMMC if the units of blood donated by the University of Mississippi, including all UMMC locations, exceed a certain threshold.

Under this Agreement, UMMC will:
- sponsor eighty percent (80%) of its blood drives with MBS and host a minimum of four (4) blood drives each year;
• be a Primary Hospital, which looks to MBS for eighty percent (80%) of its blood needs;
• comply with FDA and the American Association of Blood Banks (AABB) requirements for storage and distribution of blood products; and
• utilize the older blood products first whenever possible to avoid the loss of blood and to furnish MBS with daily inventory and usage information concerning the disposition of all blood in UMMC’s inventory.

**Term of Contract:** The term of the Agreement is three (3) years, from May 1, 2021, through April 30, 2024.

**Termination Options:** Termination options include the following:
• Either party may terminate upon sixty (60) days’ written notice; and
• By UMMC in the event MBS improperly uses or discloses protected health information.

**Contract Amount:** The total estimated cost of UMMC’s blood supply needs from all vendors is $40,100,000 over a three (3) year period. UMMC has calculated a potential fifteen percent (15%) increase beginning in year two (2) to account for potential volume and price increases. However, since it is unknown at this time which vendor will be able to meet UMMC’s blood supply needs, UMMC requests the total projected need for each of the proposed agreements.

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

**Contractor Selection Process:** UMMC selected MBS to be its primary blood supplier because it is the only FDA licensed blood center headquartered in Mississippi. It is helpful for UMMC’s primary blood supplier to be local so that urgent blood product needs may be met within minutes, versus hours from another supplier.

**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. Legal Staff has reviewed the proposed Agreement between Mississippi Blood Services, Inc. and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
6. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN SERVICES AGREEMENT WITH AMERICAN NATIONAL RED CROSS, BIOMEDICAL SERVICES**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Blood Services Agreement with the American National Red Cross, Biomedical Services (ARC). This agreement will allow UMMC to have a secondary provider for the continuous supply of blood, blood products and reference testing services for those UMMC patients requiring human blood and/or blood product transfusions at UMMC Jackson, Grenada and Holmes County.

**Contractor’s Legal Name:** American National Red Cross, Biomedical Services

**History of Contract:** On April 16, 2020, the Board approved a Blood Services Agreement with ARC, effective May 1, 2020, through April 30, 2021. The agreement allows UMMC access to a secondary supplier for the provision of blood, blood products and reference testing services for patient sample analysis. On March 19, 2020, the Board approved a waiver of Board policy for items that otherwise require approval by the Board and are necessary for efficient operation during the state of emergency created by the COVID-19 pandemic. Subsequently, Mississippi Blood Services (MBS), UMMC’s primary blood supplier, was unable to provide needed blood products and services because the turnaround time and ability to provide lab testing services was greatly affected due to COVID-19. Thus, pursuant to the COVID-19 waiver, UMMC increased the funding for the Blood Services Agreement with ARC in order to meet its blood supply needs.

In addition to this request, UMMC has submitted for consideration a separate service agreement with MBS as its primary blood supplier. UMMC seeks to simultaneously contract with two (2) blood products suppliers in order to ensure that an adequate supply of blood products is available at all times.

**Specific Type of Contract:** This is a new Blood Services Agreement.

**Purpose:** This purpose of this agreement is to secure a secondary supplier for the provision of blood, blood products and reference testing services for patient sample analysis.

**Scope of Work:** Under the Agreement, ARC will
- provide blood and blood products to UMMC;
- retrieve blood when blood is not required by UMMC;
- provide specialty blood products such as whole blood, and liquid plasma as requested by UMMC; and
- provide reference testing services for patient sample analysis.
Under the Agreement, Customer will:
- promptly inspect the blood upon receipt;
- keep accurate records of patients supplied with blood; and
- commit to utilizing a certain volume of blood products for transfusion.

**Term of Contract:** The term of the agreement is three (3) years, from May 1, 2021, through April 30, 2024.

**Termination Options:** Termination options include the following:
- by either party if the other party fails to fulfill any one or more of its obligations under this Agreement and the breach continues for a period of thirty (30) days after the non-breaching party sends written notice of the breach;
- by either party if regulations are amended in a way that precludes a party from performing its obligations under this Agreement;
- by either party upon sixty (60) days’ written notice to the other party; and
- by UMMC if blood or blood services are continuously unavailable for thirty (30) days due to a force majeure event.

**Contract Amount:** The total estimated cost of UMMC’s blood supply needs from all vendors is $40,100,000 over a three (3) year period. UMMC has calculated a potential fifteen percent (15%) increase beginning in year two (2) to account for potential volume and price increases. However, since it is unknown at this time which vendor will be able to meet UMMC’s blood supply needs, UMMC requests the total projected need for each of the proposed agreements.

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

**Contractor Selection Process:** ARC collects and distributes approximately forty percent (40%) of the nation’s blood supply, giving them access to a large volume of blood products. ARC also offers complex reference testing services including advanced serologic and genomic procedures, an option not provided by all blood collection agencies.

**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. Legal Staff has reviewed the proposed Agreement between American National Red Cross, Biomedical Services and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
7. **MSU – REQUEST FOR APPROVAL FOR A SERVICES AGREEMENT WITH SOUTHWEST AIRLINES CO.**

**Agenda Item Request:** MSU requests approval to enter into a contract with Southwest Airlines Co. for the purpose of air transportation services for the MSU Football team during the 2021 Football season. MSU requests approval to pay a deposit prior to the flights. Prepayment is very common and most often required in this industry.

**Contractor’s Legal Name:** Southwest Airlines Co.

**History of Contract:** MSU has used this firm previously for the purpose of air transportation for its Football team and has been satisfied with the services rendered.

**Specific Type of Contract:** Air charter services agreement

**Purpose:** Provide air transportation for MSU Football team

**Scope of Work:** Southwest Airlines Co. will provide jet aircraft transportation to transport the MSU Football team. The agreement includes two (2) round-trip flights and one (1) single-leg flight as shown in the appendix of the agreement.

**Term of Contract:** Contract shall commence the date contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement.

**Contract Amount:** The total amount for all charters will be $286,000.00.

**Funding Source for Contract:** Athletic Department

**Termination Options:** MSU may cancel any flight in the agreement without a cancellation charge by giving written notice to Southwest at least 60 days or more prior to the scheduled departure date.

If MSU cancels between 30-59 days prior to the scheduled departure date, MSU will owe 20% of the total charter price; 15-29 days will be 50%; less than 15 days will be 90%; minimum charge will be $2,000.00.

MSU may terminate the agreement under clauses referenced in the Mississippi State University Standard Contract Addendum.

**Contractor Selection Process:** MSU has used this firm previously and is satisfied with their costs and services. The costs are consistent with prices paid previously.
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. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between Southwest Airlines Co and Mississippi State University for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. UMMC–REQUEST TO AMEND A PRODUCT PURCHASING AGREEMENT WITH ABBOTT LABORATORIES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its product purchasing agreement with Abbott Laboratories, Inc. (Abbott) to extend the term of the agreement, add new consumable commodities, and add language on insurance and information security. The agreement is for the purchase consumable commodities and equipment for the use of the MitraClip Delivery System. This system provides an alternative to heart surgery for patients who require mitral valve repair but are not good surgery candidates. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level.

Contractor’s Legal Name: Abbott Laboratories, Inc.

History of Contract: On October 18, 2018, the Board approved the three (3) year product purchasing agreement with Abbott Laboratories. The agreement will expire on October 31, 2021. UMMC seeks to extend the agreement by two (2) years, through October 31, 2023.

Specific Type of Contract: This is the first amendment to the product purchasing agreement.

Purpose: The purpose of the amendment is to add new consumable commodities and language on insurance and information security, as well as to extend the term of the agreement. The purpose of the agreement is to secure pricing for consumable commodities and equipment used with the MitraClip Delivery System. The agreement will allow UMMC to treat patients who have been determined to be poor candidates for mitral valve surgery.

Scope of Work: Under the amended Agreement, Abbott will:

- provide access pricing for the purchase of the MitraClip Delivery System and consumables;
- assist UMMC in the management of its product inventory; and
proctor procedures where UMMC uses Abbott MitraClip products.

Under the agreement, UMMC will:
- Provide Abbott representatives access to UMMC facilities.

**Term of Contract:** The term of the amended agreement is five (5) years, from November 1, 2018, through October 31, 2021. The original agreement was three (3) years, beginning November 1, 2018. The amendment extends the term for an additional two (2) years.

**Termination Options:** The agreement may be terminated as follows:
- By either party at any time for any reason or no reason at all by providing the other party with thirty (30) days’ advanced, written notice; and
- By either party as a result of a material breach by the other party upon not less than thirty (30) days’ prior written notice, provided that such breach is not cured within thirty (30) days.

**Contract Amount:** The total amended cost of the agreement over the extended term is $5,950,000. The total approved cost of the original agreement was $4,530,000.00. The amendment will add an additional $1,420,000.

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

**Contractor Selection Process:** UMMC is currently contracted with Abbott for the MitraClip Delivery System.

**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. Legal Staff has reviewed the proposed Agreement between Abbott Laboratories, Inc. and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. **UMMC-REQUEST FOR APPROVAL TO AMEND AN AGREEMENT WITH MICROSOFT CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests permission to enter into an Amendment to Contract Documents to its Enrollment for Education Solutions (Agreement) with Microsoft Corporation (Microsoft) to extend the term of the current Campus and School Agreement (CSA) for Volume Licensing of Microsoft Products/Services utilized by UMMC. The CSA covers software, servers, online services, applications, and cloud services.
Contractor’s Legal Name: Microsoft Corporation

History of Contract: On June 15, 2017, the Board approved the CSA for volume licensing of Microsoft products and services. The term of the CSA was three (3) years, through April 30, 2020, for a total approved cost of $3,277,627.09. On April 16, 2020, the Board approved the Enrollment for Education Solutions that extended the term of the CSA for one (1) year. The term of the amended CSA was four (4) years, through April 30, 2021, for an approved cost of $4,686,627.09.

Specific Type of Contract: This is an Amendment to Contract Documents for the Enrollment for Education Solutions Agreement.

Purpose: The purpose of the Amendment is to extend the current Enrollment for Education Solutions Agreement, which also extends the term of UMMC’s CSA with Microsoft. The amended Agreement will allow UMMC to continue utilizing volume licenses currently in use at UMMC, as well as purchase various Microsoft products and/or services as needed.

Scope of Work: Under the CSA, Microsoft supplies products and/or services as ordered by UMMC. UMMC currently purchases a variety of Microsoft products including, but not limited to, the following:
- Software products, including Advanced Threat Analytics and Cal Suites;
- Identity manager;
- Office applications, including Office Desktop Applications;
- Office servers, including Exchange Servers and Project Servers;
- System center products;
- Windows Desktop Operation System;
- Online services, including Azure and Cloud App Security; and
- Office 365 services, including Office 365 Applications and Advance Security Management.

UMMC may order additional products/services offered by Microsoft, on an as-needed basis during the term of the CSA.

Term of Contract: The term of the Amendment is three (3) years, from May 1, 2021, to April 30, 2024. The term of the amended Agreement is four (4) years, from May 1, 2020, to April 30, 2024. The total term of the CSA is now seven (7) years, from May 1, 2017, to April 30, 2024.

Termination Options: The CSA may be terminated for any of the following:
- Either party without cause upon 60 days’ written notice;
- Either party may terminate the Enrollment if the other party materially breaches its obligations under the agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not
curable within 30 days, the terminating party must give the other party 30 days’ notice of its intent to terminate and an opportunity to cure the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Institution within a reasonable period of time, Microsoft may terminate the agreement and all Enrollments under it. If Institution terminates an Enrollment as a result of a breach by Microsoft, then Institution will have the early termination rights described in the Enrollment; and

- Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.

**Contract Amount:** The estimated cost of the Amendment is $4,006,000, which includes a ten percent (10%) volume growth in licenses. The cost of the amended Agreement over the four (4) year term is $5,415,000. The total cost of the CSA over the seven (7) year term is $10,101,627.10.

**Funding Source for Contract:** The Agreement will be funded by a general funds.

**Contractor Selection Process:** Microsoft provides the volume licensing for purchase through its authorized reseller MoreDirect, Inc. d/b/a/ Connection, who is an approved vendor contracted with Vizient, one of UMMC’s group purchasing organizations (GPO).

**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. Legal Staff has reviewed the proposed Agreement between Microsoft Corporation and The University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
1. **JSU – APPROVAL TO SETTLE TORT CLAIM**

The IHL Self-Insured Tort Plan is seeking Board approval for settlement of tort claim number 65-3556-1.

2. **UMMC - APPROVAL TO SETTLE TORT CLAIM**

The University of Mississippi Medical Center is seeking board approval for settlement of tort claim number 1857.

3. **USM – APPROVAL TO ENTER INTO INTERLOCAL AGREEMENT WITH THE CITY OF HATTIESBURG, MISSISSIPPI**

The University of Southern Mississippi requests approval to enter into an Interlocal Agreement with the City of Hattiesburg, MS for the operation of a fixed bus route for the USM campus. The proposed term of the Interlocal Agreement is for a period of three (3) years from July 1, 2021 through June 30, 2024 and is a renewal of a similar Interlocal Agreement with the City effective from July 1, 2018 through June 30, 2021, for the same purpose. This Agreement provides for a fixed bus route servicing the USM campus and shall provide such services in a manner consistent with the City’s system at large. The City will operate two (2) buses along said route in a reasonable effort to provide frequency of service in twenty (20) minutes or less during the normal operating hours of the system. USM further requests IHL approval to pay annual fees in the amount of One Hundred and Twenty-One Thousand Dollars ($121,000) to the City in advance on or before July 1 of each year of the term of the agreement for said bus services, in accordance with IHL Policy 707.03. This agreement has been reviewed and approved by the Office of the Attorney General.

**STATE OF MISSISSIPPI**

**COUNTY OF FORREST**

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI**

WHEREAS, the Interlocal Cooperation Act of 1974, Miss. Code Ann. § 17-13-1, et seq. as amended, authorizes any two (2) or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities
and to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by a local governmental unit; and

WHEREAS, the City Council of the City of Hattiesburg, Mississippi (hereinafter referred to as ("City") and The University of Southern Mississippi (hereinafter referred to as "University"), are local governmental units as defined by Miss. Code Ann. § 17-13-5(a), and each is governed by a governing authority as defined by Miss. Code Ann. § 17-13-5(b); and

WHEREAS, the City of Hattiesburg operates and maintains the Hub City Transit Mass Transit system (the "system") in the Hattiesburg area; and

WHEREAS, the City periodically applies for, receives, and administers funding through the Federal Transit Administration for capital, operations, and maintenance of the system, which generally requires a certain proportion of local matching funds, and

WHEREAS, it is the desire of the parties to operate a fixed route in the vicinity of the University campus that would complement other fixed routes in the system, and

WHEREAS, it has been determined that the City has the capability of providing the services contemplated by the terms of this agreement, and

WHEREAS, this contract is entered into pursuant to the Interlocal Cooperation Act of 1974, Miss. Code Ann. § 17-13-1, \textit{et seq.}, and shall not take effect unless approved by the Mississippi Attorney General, and if so approved, until it is filed with the chancery clerk of Forrest County and with the Secretary of State.
NOW, THEREFORE, in consideration of the above and foregoing premises and 
under the authority of Miss. Code Ann. § 17-13-1 et seq., and the further consideration of 
mutual advantages and promises hereinafter contained, this contract and agreement is 
made and entered into on the date hereinafter stated by and among City and the University 
and the parties do contract and agree to the terms and conditions hereinafter set forth:

Section 1. Effective Date and Duration

The term of this agreement shall be for three (3) years and shall commence on July 
1, 2021 and shall terminate on June 30, 2024, or until terminated in accordance with the 
provision of Section 6 herein. The agreement will be effective upon the approval of the 
Interlocal Agreement by the Attorney General of this State and thereafter, the filing of 
said Interlocal Agreement with the Chancery Clerk of Forrest County and with the 
Secretary of State.

Section 2. Purpose

The City shall continue to operate a fixed route in the vicinity of the University, 
largely circulating within the University campus, and shall provide such services in a 
manner consistent with the system at large, and shall provide such ancillary services 
along the route as would be expected along the system at large. The City shall operate 
two (2) buses along said route in a reasonable effort to provide frequency of service in 
twenty (20) minutes or less during the normal operating hours of the system.
In consideration of the terms of this agreement, active students, faculty, and staff of the university displaying proper identification will have access to all buses and services of the system during the term of the agreement.

The City shall engage the University in transit related planning efforts, specifically as it may relate to changes that could impact the fixed route in the vicinity of the University and more generally as it relates to overall system routes and related services. It is anticipated that any changes to the system that the City may pursue will be improvements to the system for the benefit of passengers. Data based changes to routes in the vicinity of the University for the purpose of system improvement and which forecasts positive impacts for the University population will not be considered a breach of the terms of this agreement.

**Section 3. Organization/Statutory Authority**

There will be no separate legal or administrative entity created by this Interlocal Agreement. The City is authorized under Miss. Code Ann. § 21-17-1 (10) to use available funding through the Federal Transit Administration for capital, operations and maintenance of the system which generally requires a certain proportion of local matching funds. Likewise, the University, being an institution incorporated by an act of the legislature in Miss. Code Ann. § 37-119-1, may do all things necessary to accomplish the purpose of its creation as an institution of higher learning.

**Section 4. Manner of Financing and Construction of Bus Shelters**
The City shall contribute resources toward the construction of bus shelters along the new route, but shall only do so in equitable proportion to the creation of shelters throughout the system. Given the effort and investment of the University in establishing distinct ornamental styling, the City will work with the University to establish a mutually agreeable style of bus shelter and related amenities that will comply with the demands of the system and be reasonably comparable in cost to other shelters in the city’s system. Shelters shall be owned and maintained by the system.

**Section 5. Fees due from University**

During the term of this agreement, the University shall pay unto the City an annual fee that is due by July 1 each year, beginning July 1, 2021. The annual fee is One Hundred and Thirty-Two Thousand Dollars ($132,000) but shall be reduced to an annual fee of One-Hundred and Twenty- One Thousand Dollars ($121,000) over the term of this agreement to account for the value lost to the University in 2020 as a result of COVID-19.

**Section 6. Termination and Amendment of Interlocal Agreement**

The parties may terminate or amend this agreement at any time, but only by proper action of the governing authorities of all the parties. This agreement may be amended at any time by the mutual consent of the parties herein by an agreement entered into pursuant to the provisions of the Interlocal Act and approved by the Attorney General. In the event of an early termination of the Agreement by the parties, the annual fee under Section 5 shall be prorated and the City shall reimburse the remainder of the
annual fee to the University. The prorated amount shall be calculated based on the
difference in the number of days remaining between the early termination date and the
annual expiration date of June 30.

Section 7. Review

At the completion of year two (2), and no later than October 31, 2023, both
parties to the agreement shall meet to review the terms of the agreement and the results
thereof. Actual cost, actual ridership, best practices, and potential system improvements
will be among the items reviewed for the purpose of establishing an intent to continue
such partnership beyond year three (3). The parties shall make every reasonable effort to
come to a conclusion no later than January 1, 2024.

Section 8. General Provisions

a. This agreement must be ratified and approved by the respective governing
authorities prior to initiation, and this agreement is expressly subject to the approval by
the Attorney General of the State of Mississippi as required by Miss. Code Ann. § 17-13-
11. Further, this agreement is subject to ratification by the new respective governing
authorities as the term of said contract may extend beyond any term of office of the City
Council of Hattiesburg, MS and/or the Board of Trustees of the Institutions of Higher
Learning.

b. Nothing in this Interlocal Agreement shall be construed to abridge any of
the rights, privileges, and immunities enjoyed by the governmental entities and public
officials which are parties hereto.
Section 9. Severability

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

Signed this the _______ day of __________________, 2021.

IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written.

CITY OF HATTIESBURG, MS      ATTEST:

BY: __________________________    BY: __________________________
MAYOR                           CITY CLERK

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: __________________________
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

STAFF RECOMMENDATION: Board Staff recommends approval of this item.
1. **SYSTEM – APPOINT TRUSTEE GEE OGLETREE TO THE MISSISSIPPI EDNET INSTITUTE, INC. BOARD OF DIRECTORS**

Mississippi EdNet Institute, Inc. (EdNet) is a nonprofit educational corporation, which provides a public/private partnership to provide statewide access to a wireless cable television system for all Mississippians. The management of which is vested in an eight-member Board of Directors. The following appointments are made by the Governor of the State of Mississippi: one Director each from the Mississippi Authority for Educational Television, the Mississippi State Board of Education, the Mississippi State Board for Community and Junior Colleges, and the Mississippi Board of Trustees of State Institutions of Higher Learning. Each of these four directors while serving on the Board shall be acting in his/her official capacity as a member of the governing authority of his/her respective agency.

Trustee Ford Dye has served as the representative for the IHL Board since July 1, 2015. Trustee Dye’s tenure on the IHL Board will end May 7, 2021. Board approval is requested to appoint Trustee Gee Ogletree to serve on the EdNet Board of Directors beginning May 8, 2021 and continuing for the length of his tenure on the IHL Board which is May 7, 2027.

**Staff Recommendation:** Board staff recommends approval of this item.

2. **SYSTEM – APPOINT TRUSTEE STEVEN CUNNINGHAM AND REAPPOINT DR. MARK KEENUM TO THE MISSISSIPPI POSTSECONDARY EDUCATION FINANCIAL ASSISTANCE BOARD**

One IHL Board member serves on the Mississippi Postsecondary Education Financial Assistance Board. The purpose is to make manifest the belief that the continued growth and development of Mississippi requires that all Mississippi youth be assured ample opportunity for the fullest development of their abilities and to recognize that this opportunity will not fully materialize unless the State of Mississippi moves to encourage and financially assist our young people in their efforts. (§ 37-106-1 et seq.) The Postsecondary Education Financial Assistance Board administers the State Student Incentive Grant; the Mississippi Resident Tuition Assistance Grant (MTAG) (§ 37-106-29); and the Mississippi Eminent Scholars Grant (MESG) (§ 37-106-31). Length of membership term is four years.

By virtue of the statute change in 2014, the Mississippi Postsecondary Education Financial Assistance Board became a nine-member board. The IHL Board was authorized to appoint one trustee from the IHL Board and one institutional representative. The Director of the Postsecondary Board is also appointed by the IHL Board.

On June 21, 2018, the Board appointed Trustee Ann Lamar as the trustee representative for the term July 1, 2018 – June 30, 2022 and Dr. Mark Keenum, President of Mississippi State University, as the institutional representative with the term July 1, 2018 – June 30, 2021. By virtue of the position the Director of Financial Aid, Jennifer Rogers, is the Director of the Postsecondary Board.
Trustee Ann Lamar’s tenure on the IHL Board ends May 7, 2021. Board approval is requested to appoint Trustee Steven Cunningham to complete Trustee Lamar’s term on the Mississippi Postsecondary Education Financial Assistance Board. His term will be May 8, 2021 to June 30, 2022.

Board approval is also requested to reappoint Dr. Mark Keenum to serve a four-year term on the Mississippi Postsecondary Education Financial Assistance Board. His term will be July 1, 2021 to 30, 2025

Staff Recommendation: Board staff recommends approval of this item.
1. JSU – INTENT TO OFFER AN EXISTING DEGREE PROGRAM BY DISTANCE LEARNING

   A. Master of Public Health (MPH)
      Total credit hours: 45
      CIP Code, Sequence: 51.2201, 4479
      Cost to offer by distance learning: $0
      Effective date: August 2021

   STAFF RECOMMENDATION: Board staff recommends acceptance of item 1 as information.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE `MARCH 18, 2021 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 until the budget increase is approved by the Board.
DELTA STATE UNIVERSITY

1. DSU- GS 102-273 – Elevator Improvements

NOTE: This is a Bureau of Building project

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $988,500.00 to the apparent low bidder, Midsouth Elevator, LLC.

Approval Status & Date: APPROVED, March 22, 2021

Project Initiation Date: October 16, 2014
Design Professional: Burris/Wagnon Architects, P.A.
General Contractor: Midsouth Elevator, LLC
Total Project Budget: $1,125,565.93

MISSISSIPPI STATE UNIVERSITY

2. MSU- IHL 205-284 – Catalpa and Sand Creek Wastewater Lift Station Improvements

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the credit amount of $9,267.45 and thirty-four (34) additional days to the contract of Hemphill Construction Company, Inc.

Approval Status & Date: APPROVED, March 19, 2021

Change Order Description: Change Order #3 includes the following item: eliminated the dampening devices from the check valves; and thirty-four (34) days to the contract.

Change Order Justification: This change was due to the devices not being required; and days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $44,192.10.
3. **MSU- IHL #205-297 – Butler Hall Mechanical, ADA Improvements and Exterior Envelope Modifications**

   **Approval Request #1: (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on March 2, 2021 to increase the project budget from $4,100,000.00 to $4,643,600.00, for an increase of $543,600.00.

   **Interim Approval Status & Date:** APPROVED, March 2, 2021

   **Approval Request #2: Change Order #2**

   Board staff approved Change Order #2 in the amount of $508,692.62 and one hundred eighty-three (183) additional days to the contract of Brislin, Inc.

   **Approval Status & Date:** APPROVED, March 19, 2021

   **Change Order Description:** Change Order #2 includes the following items: installed Wausau 2250i XLT INVent Retro in lieu of Kawneer 1600.

   **Change Order Justification:** These changes were necessary due to user/owner requested modifications and days for work as indicated herein.

   **Total Project Change Orders and Amount:** Two (2) change orders for a total amount of $589,980.12.

   **Project Initiation Date:** December 5, 2019
   **Design Professional:** Cook Douglas Farr lemons, Architects & Engineers
   **General Contractor:** Brislin, Inc.
   **Total Project Budget:** $4,643,600.00
4. **MSU- IHL 205-308 – CVM Facility Expansion**

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of $4,162,800.00 to the apparent low bidder, ArCon General Contractors, LLC.

**Approval Status & Date:** APPROVED, March 22, 2021

**Project Initiation Date:** April 16, 2020
**Design Professional:** Machado Patano, PLLC
**General Contractor:** ArCon General Contractors, LLC
**Total Project Budget:** $5,600,000.00

5. **MSU- IHL #205-309 – MSU Ice Plant Expansion**

**Approval Request #1: (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on March 2, 2021 to increase the project budget from $88,000.00 to $6,500,000.00 for an increase of $6,412,000.00.

**Interim Approval Status & Date:** APPROVED, April 5, 2021

**Project Initiation Date:** December 5, 2019
**Design Professional:** Engineering Resource Group, Inc.
**General Contractor:** TBD
**Total Project Budget:** $6,500,000.00

6. **MSU- IHL 413-144– Sustainable Bioproducts Facilities, PH I (Reroofing)**

**Approval Request #1: Design Development Documents**

Board staff approved the Design Development Documents as submitted by Pryor Morrow.

**Approval Status & Date:** APPROVED, March 12, 2021

**Project Initiation Date:** August 17, 2017
**Design Professional:** Pryor Morrow
7. **MSU- IHL 413-144– Sustainable Bioproducts Facilities, PH II (Building 4/General works)**

   **Approval Request #1: Design Development Documents**

   Board staff approved the Design Development Documents as submitted by Pryor Morrow.

   **Approval Status & Date:** APPROVED, March 25, 2021

   **Project Initiation Date:** August 17, 2017
   **Design Professional:** Pryor Morrow
   **General Contractor:** TBD
   **Total Project Budget:** $5,000,000.00

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8. **UM- IHL 207-461– Stockard Hall – AC VAV Boxes Replacement & Controls Upgrade**

   **Approval Request #1: Award of Construction Contract**

   Board staff approved the Award of Contract in the amount of $899,000.00 to the apparent low bidder, Tri-Star Companies, Inc.

   **Approval Status & Date:** APPROVED, March 5, 2021

   **Project Initiation Date:** February 20, 2021
   **Design Professional:** Corbett Legge & Associates, PLLC.
   **General Contractor:** Tri-Star Companies, Inc.
   **Total Project Budget:** $1,200,000.00
9. **UMMC- GS 109-223– Clinical Research Unit**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #11**

   Board staff approved Change Order #11 in the amount of $108,962.40 and fourteen (14) additional days to the contract of Fountain Construction Co., Inc.

   **Approval Status & Date:** APPROVED, March 4, 2021

   **Change Order Description:** Change Order #11 includes the following items: renovated the storage room into a Telemetry room; and fourteen (14) days to the contract.

   **Change Order Justification:** This change was due to a user/owner requested modification and days for work as indicated herein.

   **Total Project Change Orders and Amount:** Eleven (11) change orders for a total amount of $1,030,148.40.

   **Project Initiation Date:** May 18, 2017
   **Design Professional:** Foil Wyatt Architects & Planners, PLLC
   **General Contractor:** Fountain Construction Co., Inc.
   **Total Project Budget:** $7,683,767.14


    **Approval Request #1: (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on March 3, 2021 to change the funding source to HB 1730, Laws of 2020, change the scope and change the project number from IHL #209-567 to IHL #409-001.

    **Interim Approval Status & Date:** APPROVED, March 3, 2021

    **Project Initiation Date:** August 16, 2018
    **Design Professional:** Dean and Dean Architects
    **General Contractor:** TBD
11. UMMC- IHL #209-577 – Emergency Response Station - North

Approval Request #1: (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on March 2, 2021 to initiate and appoint JH&H Architects as the design professional for this project.

Interim Approval Status & Date: APPROVED, March 2, 2021

Project Initiation Date: March 2, 2021
Design Professional: JH&H Architects
General Contractor: TBD
Total Project Budget: $1,250,000.00

12. USM- GS 108-285 – Cook Library Renovation Phase 2

Approval Request #1: Change Order #6

Board staff approved Change Order #6 in the amount of $23,052.06 and thirty (30) additional days to the contract of Codaray Construction, LLC.

Approval Status & Date: APPROVED, February 24, 2021

Change Order Description: Change Order #6 includes the following items: moved reception desks in two suites and patching affected areas; added ten (10) ducts smoke detectors for AHU’s rising up through mechanical rooms in all four (4) floors; added two (2) monitor modules for the 1st floor west stairwell and two (2) monitor modules for the 2nd floor west stairwell; installed and tested an emergency power fixture in one elevator; installed wiring from ATS to the elevator control panel; installed additional steel supports for the generator framing; and thirty (30) days to the contract.

Change Order Justification: These changes were due to user/owner requested modifications; and days for work as indicated herein.
Total Project Change Orders and Amount: Six (6) change orders for a total amount of $683,372.69.

Project Initiation Date: January 18, 2018
Design Professional: Wier Boerner Allin Architecture
General Contractor: Codaray Construction, LLC
Total Phased Project: $9,807,980.00
Total Project Budget: $12,132,980.00
1. 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 Ware Immigration (statement dated 3/1/21) from the funds of Mississippi State University. (This statement, in the amount of $33.64, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE……………………………………………………$  33.64

Payment of legal fees for professional services rendered by Butler Snow, LLP (statement dated 2/25/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $1,120.00, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………$  1,120.00

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statement dated 2/26/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount $3,914.18, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………$  3,914.28

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 3/3/21, 3/5/21, 3/5/21, 3/5/21, 3/5/21 and 3/5/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $891.00, $3,193.20, $3,483.10, $54.00, $801.00 and $495.10, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………$  8,917.40

Payment of legal fees for professional services rendered by Hogan|Lovells, US, LLP (statements dated 1/22/21 and 2/15/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $34,617.00 and $35,798.90, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………$  70,415.90

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 2/11/21, 2/11/21, 2/11/21, 2/11/21, 2/11/21, 2/11/21, 2/22/21, 3/3/21, 3/3/21 and 3/3/21) from the funds of the University of Mississippi Medical Center. (These statements, in the
amounts of $3,433.50, $792.00, $462.00, $907.50, $16.50, $627.00, $2,776.50, $396.00, $379.50 and $33.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………………$ 9,823.59

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace. (statement dated 3/1/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $6,300.00, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………………$ 6,300.00

Payment of legal fees for professional services rendered by Watkins & Eager (statement dated 3/1/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $3,856.05, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………………$ 3,856.05

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 3/1/21, 3/1/21, 3/1/21, 3/2/21 and 3/2/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $330.00, $1,574.30, $4,026.00, $1,204.50 and $17,606.90, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………………$ 24,741.70

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 3/11/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $6,207.50, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………………$ 6,207.50

Payment of legal fees for professional services rendered by Butler Snow (statement dated 3/8/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $1,692.88, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………………………$ 1,692.88

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 3/1/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $51.83, represents services and expenses in connection with immigration/labor certifications.)

TOTAL DUE……………………………………………………………………$ 51.83
Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Larry Schemmel (statement dated 4/22/20) from the funds of Mississippi State University. (This statement represents reimbursement of fees associated with the following patent: “‘Pro Chats’ (Word Mark) Service Mark Application” - $225.00).

**TOTAL DUE**……………………………….$ 225.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 2/24/21, 3/10/21 and 3/10/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Unsymmetrical Salts, CCC-NCHC Pincer Metal Complexes, and Methods of Making Same” - $865.00; “Symmetrical CCC-NHC Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - $2,048.00; and “Unsymmetrical CCC-NHC Pincer Metal Complexes and Applications (Divisional)” - $1,435.50).

**TOTAL DUE**……………………………….$ 4,348.50

2. **MSU – EMERGENCY APPROVAL TO HIRE UPSHAW, WILLIAMS, BIGGERS AND BECKHAM, PLLC AS OUTSIDE COUNSEL**

Trustee Ann Lamar, as Board Legal Committee Chair, on behalf of the Board, has approved Mississippi State University’s emergency request to contract with attorney F. Ewin Henson, III with the law firm of Upshaw, Williams, Biggers and Beckham, PLLC, to represent the interests of the university in an estate probate matter filed in the Chancery Court of Coahoma County, Mississippi. The University is a beneficiary of the estate at issue. Mr. Henson’s hourly rate will be $175 per hour and any necessary paralegal work will be at the rate of $70 per hour. The maximum amount payable under the contract is $75,000. No public funds will be used as all fees and expenses will be paid from private funds through the Mississippi State University Foundation, Inc. This firm carries professional liability insurance in the amount of $7,000,000 per claim with an annual aggregate of $7,000,000. This contract is pending approval of the Office of the Attorney General.
1. **SYSTEM – 2021 SPRING COMMENCEMENT SCHEDULES**

**Alcorn State University**
- **Time/Date:** 9:00 a.m., Saturday, May 8, 2021
- **Location:** Jack Spinks and Marino Casem Stadium/Dwight Fisher Field
- **Speaker:** Colonel Timothy “Tim” Holman, US Army – M&RA, Equity and Inclusion Chief, Army Diversity

**Delta State University**
- **Graduate**
  - **Time/Date:** 10:00 a.m., Friday, April 30, 2021
  - **Location:** Walter Sillers Coliseum
  - **Speaker:** President William LaForge, Delta State University

- **Undergraduate**
  - **Time/Date:** 1:00 p.m., Friday, April 30, 2021
  - **Location:** Walter Sillers Coliseum
  - **Speaker:** President William LaForge, Delta State University

- **Undergraduate – College of Business and Aviation and College of Education and Human Sciences**
  - **Time/Date:** 3:30 p.m., Friday, April 30, 2021
  - **Location:** Walter Sillers Coliseum
  - **Speaker:** President William LaForge, Delta State University

**Jackson State University**
- **Graduate, Class of 2021**
  - **Time/Date:** 9:00 a.m., Friday, May 7, 2020
  - **Location:** Lee E. Williams Athletics and Assembly Center
  - **Speaker:** Dr. Erik Greene, Superintendent, Jackson Public Schools

- **Undergraduate, Class of 2021**
  - **Time/Date:** 9:00 a.m., Saturday, May 8, 2021
  - **Location:** Mississippi Veterans Memorial Stadium
  - **Speaker:** The Honorable Bennie Thompson, U.S. House of Representatives

- **Graduate and Undergraduate, Class of 2020**
  - **Time/Date:** 6:00 p.m., Saturday, May 8, 2021
  - **Location:** Mississippi Veterans Memorial Stadium
  - **Speaker:** Mr. Jordan Jefferson, Student Government Association President 2019-2020, Graduate Class of 2020
Mississippi State University

Starkville Campus
College of Arts and Sciences (Undergraduates)
Time/Date: 8:30 a.m., Thursday, April 29, 2021
Location: Humphrey Coliseum
Speaker: Dr. Mark E. Keenum, President, Mississippi State University

College of Education and College of Business (Undergraduates) & ACCESS Program
Time/Date: 1:30 p.m., Thursday, April 29, 2021
Location: Humphrey Coliseum
Speaker: Dr. Mark E. Keenum, President, Mississippi State University

All graduate students (master’s, doctoral, specialist) & the College of Agriculture and Life Sciences
Time/Date: 8:30 a.m., Friday, April 30, 2021
Location: Humphrey Coliseum
Speaker: Dr. Mark E. Keenum, President, Mississippi State University

Bagley College of Engineering; College of Architecture, Art and Design; College of Veterinary Medicine; College of Forest Resources; Academic Affairs (Undergraduates for all)
Time/Date: 1:30 p.m., Friday, April 30, 2021
Location: Humphrey Coliseum
Speaker: Dr. Mark E. Keenum, President, Mississippi State University

Meridian Campus
Time/Date: 11:00 a.m., Monday, May 3, 2021
Location: MSU Riley Center
Speaker: No speaker

Mississippi University for Women
There will not be a speaker for the commencement ceremonies.

College of Nursing and Health Sciences (Associate of Nursing Program)
Time/Date: 2:00 p.m., Friday, April 23, 2021
Location: Rent Auditorium, Whitfield Hall

College of Nursing and Health Sciences (Bachelor of Nursing Program)
Time/Date: 5:00 p.m., Friday, April 23, 2021
Location: Rent Auditorium, Whitfield Hall
College of Arts and Sciences & Culinary Arts Institute  
Time/Date:  10:00 a.m., Saturday, April 24, 2021  
Location:  Rent Auditorium, Whitfield Hall

Department of Business & Department of Legal Studies  
Time/Date:  12:30 p.m., Saturday, April 24, 2021  
Location:  Rent Auditorium, Whitfield Hall

School of Education & Department of Speech-Language Pathology  
Time/Date:  3:00 p.m., Saturday, April 24, 2021  
Location:  Rent Auditorium, Whitfield Hall

Department of Health and Kinesiology  
Time/Date:  5:30 p.m., Saturday, April 24, 2021  
Location:  Rent Auditorium, Whitfield Hall

Mississippi Valley State University  
Time/Date:  8:00 a.m., Saturday, May 1, 2021  
Location:  (Outside) Quadrangle between the H.G. Carpenter Building and James H. White Library  
Speaker:  No Speaker

The University of Mississippi  
Commencement 2020  
Time/Date:  8:00 a.m., Saturday, May 8, 2021  
Location:  Vaught-Hemingway Stadium/Hollingsworth Field  
Speaker:  Mr. Patrick Willis, former Ole Miss Scholar-Athlete and NFL Player

Commencement 2021  
Time/Date:  8:00 a.m., Saturday, May 1, 2021  
Location:  Vaught-Hemingway Stadium/Hollingsworth Field  
Speaker:  Mr. Jonathan Reckford, Chief Executive Office, Habitat for Humanity

The University of Mississippi Medical Center  
There will not be a speaker for the commencement ceremonies.

School of Nursing  
Time/Date:  10:00 a.m., Thursday, May 26, 2021  
Location:  Mississippi Trade Mart
School of Health Related Professions
Time/Date: 2:00 p.m., Thursday, May 26, 2021
Location: Mississippi Trade Mart

School of Dentistry, School of Population Health, School of Medicine and School of Graduate Studies in the Health Sciences
Time/Date: 10:00 a.m., Friday, May 27, 2021
Location: Mississippi Trade Mart

**The University of Southern Mississippi**
All ceremonies are open to graduates from Spring 2020, Summer 2020, Fall 2020, and Spring 2021 semesters. There will not be a speaker for the commencement ceremonies.

Undergraduates – College of Nursing and Health Professions
Time/Date: 7:00 p.m., Monday, May 3, 2021
Location: Bernard Reed Green Coliseum, Hattiesburg, MS

Undergraduates – College of Education and Human Sciences
Time/Date: 7:00 p.m., Tuesday, May 4, 2021
Location: Bernard Reed Green Coliseum, Hattiesburg, MS

Graduate Students Earning Doctoral and Master of Fine Arts Degree – All Colleges
Time/Date: 1:00 p.m., Wednesday, May 5, 2021
Location: Bernard Reed Green Coliseum, Hattiesburg, MS

Graduate Students Earning Specialist and Master’s Degree – All Colleges
Time/Date: 7:00 p.m., Wednesday, May 5, 2021
Location: Bernard Reed Green Coliseum, Hattiesburg, MS

Undergraduates – College of Business and Economic Development
Time/Date: 7:00 p.m., Thursday, May 6, 2021
Location: Bernard Reed Green Coliseum, Hattiesburg, MS

Undergraduates – College of Arts and Sciences – Schools of Communication; Humanities; Interdisciplinary Studies and Professional Development; Music; Performing and Visual Arts; and Social Science and Global Studies
Time/Date: 9:00 a.m., Friday, May 7, 2021
Location: Bernard Reed Green Coliseum, Hattiesburg, MS
Undergraduates – College of Arts and Sciences – Schools of Biological, Environmental, and Earth Sciences; Computing Sciences and Computer Engineering; Construction and Design; Criminal Justice, Forensic Science and Security; Mathematics and Natural Sciences; Ocean Science and Engineering; and Polymer Science and Engineering

Time/Date: 3:00 p.m., Friday, May 7, 2021
Location: Bernard Reed Green Coliseum, Hattiesburg, MS

Coast – Undergraduates and Graduate Students – All Colleges

Time/Date: 3:00 p.m., Saturday, May 8, 2021
Location: Mississippi Coast Coliseum, Biloxi, MS

2. **USM – AWARD ONE HONORARY DEGREE**

In March 2020, the IHL Board approved a request to award an honorary degree during a May 2020 commencement ceremony, but all 2020 ceremonies were subsequently canceled due to COVID-19. The University plans to bestow the honorary degree at one of its May 2021 commencement ceremonies.

3. **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 March 31, 2021, Commissioner Alfred Rankins, Jr., approved the Amended and Restated Master Sales Agreement between Mississippi State University and Twilio, Inc. for a cloud software platform. This amended agreement will allow NSPARC continued access to Twilio’s communication as a service (CAAS) platform to integrate with the existing and future NSPARC software development projects. The term of the agreement will commence on the effective date and continue for up to 36 months. The total cost was originally $800,000 based on the CP1 from Mississippi Department of Information Technology Services (MDITS). That CP1 has now been increased to $999,999 by MDITS. It is estimated the cost of this renewal will be $199,999. Payment will be issued on a monthly basis upon receipt of an invoice based on actual services rendered. No matching or non-state funds will be used for this service. MSU will use its NSPARC Service Center to pay for this service. The Office of the Attorney General has reviewed the Amended and Restated Agreement and found the same to be compliant with applicable state law and Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.

b. **USM** – On March 8, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Southern Mississippi and the University of Southern Mississippi Foundation, Inc. for a portion of the University’s Gulf Park Campus facility identified as The Children’s Center Outdoor Classroom and Playground Improvements Project Area to allow for improvements to the area including the installation of an outdoor classroom.
environment and playground. The proposed Lease Agreement will allow the Foundation to utilize private funds to improve the Project Area for the benefit of the University and its programs. The consideration for the lease will be the payment of $1.00 to the University from the Foundation. The term of the lease begins upon execution of the Lease and will continue through the earlier of: (a) December 31, 2021, or (b) a date which is thirty days subsequent to the completion of the improvements and acceptance of same by the University. Upon termination of the Lease, the leased premises and improvements thereupon revert to the University. The Office of the Attorney General has reviewed the Lease Agreement and found the same to be compliant with applicable state law and Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.

4. SYSTEM – REPORT OF UNIVERSITIES’ USE OF TEMPORARY RELIEF AND WAIVER OF APPROVAL REQUIREMENTS SET FORTH IN IHL BOARD POLICIES 707 CONTRACTS AND 905 REAL ESTATE MANAGEMENT

On March 19, 2020, the IHL Board granted UMMC a temporary relief and waiver of requirements for approval of items, matters, contracts, purchases, leases, prepayments and any other agreement otherwise requiring approval by the Board of Trustees or Commissioner pursuant to Board Policy 707 Contracts (to include policies 707.01 Land, Property, and Service Contracts; 707.02 Other Official Documents, and 707.03 Approval of Prepayment for Goods or Services) and Board Policy 905 Real Estate Management during the state of emergency caused by the COVID-19 pandemic. This waiver was superseded and replaced by the waiver granted to all institutions approved on September 4, 2020.

At the special called Board meeting on September 4, 2020, the IHL Board provided all institutions, through December 31, 2020, temporary relief and waiver of requirements for approval of items, matters, contracts, purchases, leases, prepayments and any other agreement otherwise requiring approval by the Board of Trustees or Commissioner pursuant to Board Policy 707 Contracts (to include policies 707.01 Land, Property, and Service Contracts; 707.02 Other Official Documents, and 707.03 Approval of Prepayment for Goods or Services) and Board Policy 905 Real Estate Management, when compliance with the Board or Commissioner approval requirements of these policies would impede the institution’s ability to promptly and effectively provide for the safety and health of its students, employees and guests in dealing with the COVID-19 pandemic. This waiver is for a temporary period during the state of emergency caused by the COVID-19 pandemic, through December 31, 2020, for the health and well-being of students, employees, and guests on all IHL campuses and facilities. All such contracts, leases, purchases, and other items that are within the parameters of this waiver and temporary delegation are to be reported to the Board as information items. This waiver was superseded and replaced by the waiver granted to all institutions approved on November 19, 2020.
At its November 19, 2020 meeting, the IHL Board provided all institutions, through May 31, 2021, temporary relief and waiver of requirements for approval of items, matters, contracts, purchases, leases, prepayments and any other agreement otherwise requiring approval by the Board of Trustees or Commissioner pursuant to Board Policy 707 Contracts (to include policies 707.01, 707.02 and 707.03) and Board Policy 905 Real Estate Management, when compliance with the Board approval requirements of these policies would impede the institution’s ability to promptly and effectively provide for the safety and health of its students, employees and guests in dealing with the COVID-19 pandemic. This request is for a temporary period during the state of emergency caused by the COVID-19 pandemic, through May 31, 2021, for the health and well-being of students, employees, and guests on all IHL campuses and facilities. This waiver supersedes and replaces the waiver granted to the University of Mississippi Medical Center approved on March 19, 2020 and for all institutions approved on September 4, 2020. The previous waiver approved by the Board on September 4, 2020 expired December 31, 2020. The Board also delegated authority to the Commissioner, through May 31, 2021, to approve waivers on behalf of the Board of any other Board policy or practice requirements to enable the institutions to promptly and effectively deal with any issues related to the COVID-19 pandemic and to allow them to operate more efficiently during this public health crisis. All such contracts, leases, purchases, and other items that are within the parameters of this waiver and temporary delegation are to be reported to the Board as information items. A summary of the items that have been submitted for reporting to the Board is as follows:

a. **UMMC** – On January 30, 2021, UMMC entered a Customer Letter of Commitment (agreement) with O&M Halyard, Inc. (Halyard) to purchase disposable nitrile exam gloves, which are personal protective equipment (PPE) needed to support UMMC’s patient care activities related to the COVID-19 pandemic. Usage of PPE is at historical highs due to the ongoing pandemic, and the availability of product in the market continues to be a major challenge. This agreement provides a three (3) month supply of these gloves. Bulk purchases of gloves are being shipped from overseas in large containers and can take months to arrive. To ensure the shipment of the gloves is received in August 2021, UMMC was required to execute the agreement before the end of January 2021. This contract was needed to ensure a continued supply and inventory of these critically needed gloves for patient care at UMMC. The term of the agreement is seven (7) months, from May 1, 2021, through October 31, 2021. The cost of the agreement is $896,650. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.

b. **UMMC** – On March 31, 2020, UMMC entered a Letter of Commitment (agreement) with QuVa Pharma, Inc. (QuVa) to purchase compounded medications used with critical COVID-19 patients for sedation, pain control, and cardiovascular support. The drug products were on allocation through normal channels, leading UMMC to seek another mechanism to obtain the medications
for critically ill patients. At the time of the contract execution, UMMC projected the total cost of the agreement to be less than $250,000. UMMC has utilized QuVa more than initially estimated due to increased COVID-19 patient population and strain on the medication market with fewer alternatives being available because of the current pandemic environment. It is critical that UMMC has access to these medications as they are not commercially available in concentrations associated with UMMC medical practice. Also, at this time, UMMC does not have the resources to compound these products based upon current demand and utilization, which creates the need to order from QuVa. On March 23, 2021, UMMC added additional funds to the agreement due to the ongoing pandemic. The total estimated cost of the agreement is now $455,000. The term of the agreement is tied to QuVa’s agreement with Vizient, UMMC’s primary group purchasing organization (GPO). The GPO agreement will expire May 31, 2023. In December 2020, UMMC began negotiating a new agreement with QuVa for a new agreement to replace and supersede the existing agreement and plans to submit the new agreement to the Board for approval upon finalizing in the coming months. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.