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

MEETINGS SCHEDULE
Health Affairs Committee | August 18, 2021, 3:00p | IHL Board Room
IHL Board Meeting | August 19, 2021, 9:00a | IHL Board Room

CALL TO ORDER
Trustee Walt Starr

INVOCATION
Trustee Jeanne Luckey

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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 June 17, 2021 meeting. At the above-named place there were present the following members to wit: Dr. Ormella Cummings, Dr. Steven Cunningham, Mr. Tom Duff, Ms. Teresa Hubbard, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, Mr. Gregg Rader, and Dr. J. Walt Starr. The meeting was called to order by Dr. Walt Starr, President, with Trustee Cunningham providing the invocation.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on May 20, 2021.

CONSENT AGENDAS

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

ACADEMIC AFFAIRS

1. SYSTEM – Approved the following modifications to existing academic degree programs.
   Rename
   a. USM – Current Program Title: Master of Science (MS) in Science Education
      Proposed Program Title: Master of Science (MS) in STEM Education
      Current CIP Code, Sequence: 13.1316, 4347
      Total credit hours: 34
      Effective date: August 2021
   b. USM – Program Title: Doctor of Philosophy (PhD) in Science Education
      Proposed Program Title: Doctor of Philosophy (PhD) in STEM Education
      Current CIP Code, Sequence: 13.1316, 1073
      Total credit hours: 63
      Effective date: August 2021

2. JSU – Approved the request to rename an existing academic unit as follows:
   Current Unit Title: Department of English and Modern Foreign Languages and Speech Communication
   Proposed Unit Title: Department of English, Foreign Languages, and Speech Communication
   Unit Location: College of Liberal Arts
   Six-year cost of implementation: $0
   Effective date: July 2021
FINANCE

3. MSU – Approved request to escalate the educational & general budget of the Mississippi State Chemical Laboratory (MSCL) for FY 2021. The escalation will procure new equipment necessary for continued support of state regulatory programs and to improve MSCL’s turnaround time. Fund balance reserves will provide the source of funds.

| Mississippi State Chemical Laboratory Educational & General Budget Revision by Major Object |
|---------------------------------|----------------|----------------|----------------|
| Category                        | Current Budget | Increase/(Decrease) | Revised Budget |
| Salaries                         | $ 1,397,630.00  | -$              | $ 1,397,630.00 |
| Wages                           | $               | -$              | $              |
| Fringe Benefits                 | 370,372.00      | -$              | 370,372.00     |
| Total Salaries, Wages, and Fringe Benefits | 1,768,002.00 | -$              | 1,768,002.00 |
| Travel and Subsistence          | 5,000.00        | -$              | 5,000.00       |
| Contractual Services            | 82,000.00       | -$              | 82,000.00      |
| Commodities                     | 132,663.00      | -$              | 132,663.00     |
| Capital Outlay                  |                 |                 |                |
| Non-Equipment                   | -$              | -$              | $              |
| Equipment                       | 50,000.00       | 50,000.00       | 100,000.00     |
| Total Capital Outlay            | 50,000.00       | 50,000.00       | 100,000.00     |
| Mandatory Transfers             |                 |                 |                |
| Debt Service                    | -$              | -$              | $              |
| Matching                        | -$              | -$              | $              |
| Other                           | 39,000.00       | -$              | 39,000.00      |
| Total Mandatory Transfers       | 39,000.00       | -$              | 39,000.00      |
| Non-Mandatory Transfers         |                 |                 |                |
| Auxiliary Support               | -$              | -$              | $              |
| Building Projects               | -$              | -$              | $              |
| Other                           | -$              | -$              | $              |
| Total Non-Mandatory Transfers   | -$              | -$              | $              |
| Increase in Fund Balance        |                 |                 |                |
| Total Uses of Funding           | $ 2,076,665.00  | 50,000.00       | $ 2,126,665.00 |

4. MSU – Approved the request to enter a new contract for services with ITRANSITION to provide a full range of software development services for MSU’s National Strategic Planning and Analysis Research Center (“NSPARC”) and the MSU Extension Service. With this service, NSPARC has assisted other state agencies to secure grant dollars to fund work in data gathering, data analytics, and web/mobile software systems. The new contract also will allow the MSU Extension Service to leverage the software development services for grant projects related to the core Extension program areas of Agriculture, Natural Resources, Community Resource Development, Family and Consumer Sciences, and Youth Development. The contract will commence on July 1, 2021 and expire on June 30, 2024 unless renewed for two consecutive one-year periods upon written agreement of both parties. The total contract cost will not exceed $12,500,000. Payment will be issued on a monthly basis upon receipt of time and material invoice reviewed and approved by a contract administrator. The time and material invoice is based on the actual services rendered. The contract will be paid through NSPARC Service Center funds, Extension Service grants, and state or federally appropriated 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. **MSU** – Approved the request to enter a contract with PageUp People PTY Ltd to provide a comprehensive talent management and applicant tracking software system and modules for onboarding and learning and development. The contract term is five years. The total estimated contract amount will be $972,522.80 with approval up to the full CP-1 Approved amount of $988,220.00 (CP-1 Number 20200479) to allow for minor changes throughout the contract term. The contract will be paid with MSU 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. **MSU** – Approved the request to enter a new contract with SiteImprove, LLC to provide a web-based software as a service system that will enable university web developers and content providers to scan their web sites for accessibility issues based on the WCAG 2.0 AA standards as defined in university policy OP 01.13. This is a one-year contract with the option to renew for additional one-year terms for up to 5 years. The contract amount is $371,639.50 (year one at $70,000 with a 3% increase each additional year). The contract will be paid with MSU 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.

7. **UM** – Approved the request to enter a contract with Air Planning, LLC for passenger charter air transportation and related services for the Ole Miss Football team during the 2021 Football season. The contract will commence on the date the contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement. The total amount for all charters will be $352,517. The funding source for this contract is self-generated intercollegiate athletic revenues. 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.

8. **UM** – Approved the request to enter a contract with Bonded Filter Co LLC, d/b/a BFC Solutions for furnishing and installing air filters in designated buildings on the scheduled frequency as specified in Bid File 9951. The initial term shall be from July 1, 2021 through June 30, 2022. The university can renew this contract on an annual basis, up to a total contract term of sixty months. 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. The first twelve months of the contract is priced at $285,920. 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 full year. If all renewals are exercised, this contract is estimated at a total of $1,517,990 (initial term = $285,920, 2nd year = $294,498, 3rd year = $303,333, 4th year = $312,433, and the 5th and final full year = $321,806). The funding source is departmental operating budget. 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. UM – Approved the request to enter a contract with E-Landscape & Irrigation, Inc. who will provide field selection of plants, selection of plant material, plant lay out and installation of plant materials on campus. The initial term of this contract shall be from July 1, 2021 through June 30, 2022. The university can renew this contract on an annual basis up to a total contract term of sixty (60) months ending on June 30, 2026. Renewal of the contract will depend on price, quality of service and be mutually agreed upon by both parties. Price increases will be considered based on the CPI Index. The contract will be approximately $415,500 for the first year. 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 is estimated at a total of $2,205,945.93. (Initial term=$415,500, 2nd year=$427,965, 3rd year $440,803.95, 4th year $454,028.07, and the 5th and final year=$467,648.91). The funding source for this contract will be departmental operating budget. 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. UM – Approved the request to enter a lease contract with Northwest Mississippi Community College to provide classroom and office space for academic programs offered at the DeSoto Center for the University of Mississippi-DeSoto campus. The term of the lease agreement begins July 1, 2021 and ends June 30, 2022, with a total rental amount of $360,500. The total cost of the contract is $360,500 which will be paid with 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.

11. UM – Approved the request for the University of Mississippi Bursar Office to enter a contract addendum with TouchNet Information Systems, Inc. for TouchNet ACH Validation services. TouchNet developed an ACH validation service specifically to assist higher education institutions comply with the new NACHA Supplemental Fraud Detection Standards for WEB Debits (i.e., Account Validation). It will run behind the scenes as a connection to the TouchNet Payment Gateway. TouchNet will make sure each new ACH payment is validated per the new NACHA rules and regulations. It will validate each new ACH payment type when added or used. Validation is done in real-time before a payment is processed and accepted. ACH Originators are required to include account validation within a commercially reasonably fraudulent transaction detection system, for the first use of new account information. NACHA will begin enforcement of this rule on March 19, 2022, but strongly encourages all such covered entities to work towards compliance as soon as possible. The term of this contract will begin when approved and continue until the end of the TouchNet software licensing agreement on October 31, 2023. The one-time implementation fee is $1,250 while monthly validation fees for the first year total approximately $7,000. Validation fees for the remaining 16 months on the TouchNet contract will be approximately $5,000 resulting in a total contract cost of $13,250.00 over the remaining contract period. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request for the university to a prepay the implementation fee which is due upon execution of the agreement. Subsequent monthly payments will be automatically debited from the University’s direct deposit account at the end of each calendar month for the total monthly per ACH validation fees incurred. This
contract will be funded through 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.

12. **UM** – Approved the request to enter a contract with Whelan Event Staffing Services, Inc. d/b/a Best Crowd Management to provide security and guest services for athletics events. The contract is effective from July 1, 2021 through June 30, 2022 (the “initial contract year”). It may be renewed in writing (if agreed upon by both parties) after the initial contract year for additional one (1) year periods up to five (5) years in total including the initial contract year. If all renewals are exercised, the contract end date would be June 30, 2026. The estimated yearly cost for this agreement is approximately $1,000,000. Services will be billed using the following staffing fees: Guest Services/Security - $15.72/hour; Event Supervisor - $18.59/hour; and Event Manager - $24.03/hour. If all renewals are exercised, the total contract amount would be approximately $5,000,000. The funding source for this contract is self-generated intercollegiate athletic revenues. 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. **UMMC** – Approved the request to amend the Services Agreement with Atlas MedStaff (Atlas) to extend the term of the agreement and add language on information security. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. The term of the amended agreement is three (3) years, from July 1, 2019, through June 30, 2022. The original term of the agreement was two (2) years, beginning July 1, 2019. The second amendment extends the term for one (1) additional year. The total cost of the amended agreement remains unchanged at $9,877,840. Fees are based upon hourly rates for the nurses and technicians. 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.

14. **UMMC** – Approved the request to amend the Services Agreement with Aureus Nursing, LLC (Aureus) to extend the term of the agreement and add language on information security. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. The term of the amended agreement is three (3) years and five (5) months, from February 1, 2019, through June 30, 2022. The agreement after the first amendment was for a term of two (2) years and five (5) months, beginning February 1, 2019. The second amendment extends the term for an additional one (1) year through June 30, 2022. The total cost of the amended agreement remains unchanged at $3,097,232. Fees are based upon hourly rates for the nurses and technicians. 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.

15. **UMMC** – Approved the Third Amendment to Agreement No. 18863, Bioplex 2200 System Rental Agreement Plan with BioRad Laboratories, Inc. (BioRad) to extend the term of the agreement. The agreement is for the rental of a BioPlex 2200 System, Evolis Microplate Processor, and related equipment, as well as the purchase of consumables and service for the systems. The BioPlex and Evolis system are utilized to provide diagnostic
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laboratory testing, including testing for Rubella, Measles, Mumps, CMV, and Syphilis. Additionally, the Evolis system is an open-channel testing equipment that can run assays from manufacturers other than BioRad as needed. The Board also approved the request 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 amended agreement is seven (7) years, from July 1, 2015, through June 30, 2022. The original Agreement was for one (1) year with four (4) automatic one (1) year renewals. The start date of the Agreement was upon the ‘go live date,’ which was July 1, 2015. The Second Amendment extended the agreement through June 30, 2021. The Third Amendment extends the agreement one (1) additional year through June 30, 2022. The total estimated cost of the amended agreement is $2,150,000. The previous approved cost of the agreement was $1,800,000. During the extended term, UMMC anticipates the need for an additional $350,000. 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.

16. **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 being purchased for UMMC’s enterprise internet connection. UMMC has relied on a single Internet connection for many years. Through the purchase of this license and the related equipment, UMMC will move its primary internet connection to the datacenter located at the MS Department of Information and Technology Services (ITS) and add a secondary connection to the Disaster Recovery Site located in Starkville. These connections will become part of UMMC’s core backbone which ties the main campus, ITS, and Starkville together in a triangle of redundancy. UMMC currently utilizes Cisco networking equipment throughout the institution. The license 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 July 1, 2021, through June 30, 2024. The total cost of the Agreement is $295,970.18. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request for the university to prepay the three (3) year license fee. This 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.

17. **UMMC** – Approved the request to enter a Letter Agreement (Agreement) with Cisco Systems, Inc (Cisco) for the purchase of the Intersight software as a service (Intersight SaaS) license. The Intersight software is the management software used to configure server hardware and is operated in conjunction with hardware being purchased to upgrade UMMC’s platform servers. The server upgrade is needed as the current servers will not be able to accommodate the latest upgrade for Epic, UMMC’s Electronic Health Record System (EMR). The license 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 July 1, 2021, through June 30, 2024. The total cost of the Agreement is $1,654,299.20. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request for the
university to prepay the three (3) year license fee. This 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.

18. UMMC – Approved the request to enter a Services Agreement with Comprehensive CV Services LLC (CV Services) for cardiac surgery support staffing of two (2) cardiac thoracic first assistants during normal operating hours and one (1) cardiac and/or thoracic first assistant for after hours and twenty-four (24) hour holiday call coverage. The total term of the agreement is three (3) years, from July 1, 2021 through June 30, 2024. After the initial term of one (1) year, the agreement shall automatically renew for two (2) successive one (1) year terms. The total estimated cost of the agreement is $1,145,000 over the three (3) year term. UMMC will pay an annual fee of $375,000 for the base hourly rate plus after hours and holiday call coverage. UMMC has also included a potential overage for additional overtime hours worked above the base rate. 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.

19. UMMC – Approved the request to amend the Services Agreement with Cross Country Staffing, Inc. (Cross Country) to extend the term of the agreement, update the notice provision, and add language on information security. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. The term of the amended agreement is three (3) years, from July 1, 2019, through June 30, 2022. The original term of the agreement was two (2) years, beginning July 1, 2019. The fourth amendment extends the term for one (1) additional year. The total cost of the amended agreement remains unchanged at $9,877,840. Fees are based upon hourly rates for the nurses and technicians. 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.

20. UMMC – Approved the request to enter Amendment No. 26 to the License and Support Agreement with Epic Systems Corporation (Epic) to add Cosmos as an item of program property licensed under the current agreement. Cosmos is a software product that combines Electronic Health Record (EHR) data from other Epic Healthcare organizations. This will allow UMMC to share insights at the point of care based on the combined data of millions of patients and medical interactions, connect clinicians who care for similar patients with rare characteristics that will allow collaboration and education based on each other’s experiences, and will draw upon the collective data within the Epic community to analyze health information for increased knowledge. The term of Amendment No. 26 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024. There is no cost related to this amendment. The total estimated cost of the Agreement remains $105,083,182.99. This 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.
21. **UMMC** – Approved the request to enter Amendment No. 27 to the License and Support Agreement with Epic Systems Corporation (Epic) to move the Caboodle Data Warehouse property licensed under Amendment No. 17 to be a component of the Clarity and Analyst Reporting Package that is part of UMMC’s original programmed property. In addition, Amendment No. 27 will replace the existing Healthy Planet (including enhanced data analytics) module licensed under Amendment No. 17 with Healthy Planet Population Health (including enhanced data analytics). The term of Amendment No. 27 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024. There is no anticipated cost for Amendment No. 27 as the fees were included in Amendment No. 17 for the Healthy Planet module. The total estimated cost of the Agreement remains $105,083,182.99. This 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.

22. **UMMC** – Approved the request to enter a Provider Service Agreement with HealthCare Connections, Inc. (HCI) to assist in the recruitment of permanent and/or temporary laboratory professional personnel, specifically histotechnologists and histotechnicians. These staff prepare very thin slices of human tissue for microscopic examination by pathologists. The term of the agreement is five (5) years, from July 1, 2021, through June 30, 2026. The total estimated cost of the agreement over the five (5) year term is $1,850,000. 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.

23. **UMMC** – Approved the request to amend the Services Agreement with Medical Solutions, L.L.C. (Medical Solutions) to extend the term of the agreement, update the notice provision, and add language on information security. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. The term of the amended agreement is three (3) years, from July 1, 2019, through June 30, 2022. The original term of the agreement was two (2) years, beginning July 1, 2019. The second amendment extends the term for one (1) additional year. The total cost of the amended agreement remains unchanged at $9,877,840. Fees are based upon hourly rates for the nurses and technicians. 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.

24. **UMMC** – Approved the request to enter a Statement of Work (SOW) with MoreDirect, Inc. d/b/a Connection (Connection) for Carousel Industries of North America, Inc. (Carousel) to provide IT managed service to support UMMC’s unified communications system. This unified communication system integrates voice, video calling/conferencing, contact center, voice messaging, and chat functionalities into a single, consolidated platform. This agreement will provide UMMC with support on the functionality and management of the system’s daily operability. The term of the SOW is three (3) years, from July 1, 2021, to June 30, 2024. The Master Service Agreement was effective October 16, 2017 and continues through December 31, 2024. The cost of the SOW is $914,940. This 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.

25. UMMC – Approved the request to enter a new Master Agreement with Saba Software (Canada) Inc. (Saba). The agreement allows UMMC to conduct employee performance assessments to remain in compliance with healthcare regulators and best practice. The system is an electronic tool used to manage talent across an organization through its ability to formalize and streamline competencies and performance assessment criteria based on job expectations; to set up, manage, and report data for specific performance evaluation cycles; and to store performance-related data such as performance notes, certificates and licenses, awards and achievements, and previous performance evaluation information for easy access. The integrated approach allows leaders and managers to more efficiently drive organizational performance against strategic planning initiatives, operational goals, and individualized development plans, as well as to proactively plan for succession within the organization. The term of the agreement is three (3) years, from June 28, 2021, through June 27, 2024. The total cost of this agreement is $399,660.29. This 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.

26. UMMC – Approved the request to enter a Customer Loyalty Agreement with Sentec, Inc. (Sentec) for the purchase of Transcutaneous Carbon Dioxide (CO2) monitoring products and supplies used with the Sentec digital monitoring systems that UMMC currently owns. The Sentec digital monitoring system is a bedside monitor with an integrated calibration chamber for continuous ventilation and oxygenation monitoring used to treat pediatric patients. The Board also approved the request for 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 three (3) years, from July 1, 2021, through June 30, 2024. The total estimated cost of the agreement over three (3) years is $525,000. UMMC has included a fifteen percent (15%) annual increase beginning in year two (2) to allow for patient volume increases. 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.

27. UMMC – Approved the request to enter a Master Service Agreement (Agreement) with Stericycle, Inc. (Stericycle) for the removal and disposal of regulated medical waste at UMMC locations. Regulated medical waste includes medical, pathological, and trace chemo waste, but does not include hazardous, toxic, or radioactive waste. The Board also approved the request for the university to add and/or remove locations specified in the Agreement without seeking prior Board approval as long as it does not increase the approved expenditure level. The term of the contract is five (5) years, from July 1, 2021, through June 30, 2026. The estimated cost of the Agreement is $1,040,000.00 for the five (5) year term. Beginning in year two (2), UMMC has included a fifteen percent (15%) annual increase to allow for waste disposal volume change and potential annual price increases. The contract will be funded by general funds. Legal Staff has reviewed the
The agreement is on file in the Board Office.

28. **UMMC** – Approved the request to enter a Master Service Agreement (Agreement) with Stericycle, Inc. (Stericycle) for Sharps Disposal Management services at UMMC locations. Sharps include needles, syringes, scalpels, broken glass, culture slides and dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires. The Board also approved the request for the university to add and/or remove locations specified in the Agreement without seeking prior Board approval as long as it does not increase the approved expenditure level. The term of the contract is five (5) years, from July 1, 2021, through June 30, 2026. The estimated cost of the Agreement is $2,210,000 for the five (5) year term. Beginning in year two (2), UMMC included a fifteen percent (15%) annual increase to allow for waste disposal volume change and potential annual price increases. 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.

29. **UMMC** – Approved the request to enter an Agreement with Steris Corporation (Steris) to provide scheduled preventative maintenance inspections and unscheduled repair services for UMMC-owned Steris infection prevention equipment located in operating and procedural areas as well as the Sterile Processing Department. The infection prevention equipment is utilized to clean and sterilize patient care equipment and instruments. The Board also approved the request to amend the agreement as needed to change equipment locations and/or to add or remove equipment 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, August 1, 2021, through July 31, 2026. The estimated total cost of the agreement over the five (5) year term is $2,100,000. The initial cost of service on the equipment is $338,118.05. In years two (2) and three (3), the annual pricing increases by three percent (3%), but remains fixed for years four (4) and five (5). UMMC has also included an additional $300,856 for potential after-hours services during the term of the agreement. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow the university to prepay for the service on a monthly basis. This agreement will be funded through 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.

30. **USM** – Approved the request to extend an existing contract with Qualtrics, LLC for Cloud Professional. The contract provides licensure and support for Qualtrics Cloud Professional survey software suite. The term of the contract is May 27, 2022 through May 26, 2025. The total estimated cost of the contract with Qualtrics over the full term is $270,982. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request for the university to make annual payments in advance in accordance with the terms of the agreement. The cost of these services will be paid using E & G 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.
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 17, 2021

REAL ESTATE
31. UM – Approved the request to rename the Multi-Purpose Facility as the “Sandy and John Black Pavilion at Ole Miss”. Mrs. Sandra M. Black and Mr. John L. Black, Jr. from Madison, Mississippi donated a generous gift to the Ole Miss Athletics Foundation. The Blacks are longstanding supporters of the University of Mississippi. Prior gifts have funded the historic preservation efforts at Rowan Oak and public health and fitness programs at UMMC.
32. IHL System Office– Approved the request for Mississippi State University, the University of Mississippi, and the University of Mississippi Medical Center to procure and administer state funded construction and maintenance projects for FY 2022 as required by Senate Bill #2867, Laws of 2019. The IHL Staff verified that all three institutions meet the Minimum Criteria to self-administer state funded construction, renovation, and maintenance projects.

LEGAL
33. MSU – Approved the request to enter a contract with the law firm of Conley Rose, P.C. to perform services necessary in assisting the University in the areas of intellectual property and patent application matters. The term of the contract is one year beginning August 18, 2021. The hourly rate is $290 for attorneys and $175 for paralegal services with a maximum amount payable under the term of this agreement of $50,000. This firm carries professional liability insurance coverage in the amount of $5,000,000 per claim with an annual aggregate of $5,000,000. This contract has been approved by the Office of the Attorney General.
34. MSU – Approved the request to enter a contract with the law firm of Stites & Harbison, PLLC to perform services necessary for obtaining patents for designs, processes, products and other patentable materials developed in connection with the University. The term of the contract is one year beginning July 1, 2021. The hourly rates range from $260 to $360 for attorneys and $95 for paralegal services, with a maximum amount payable under the term of this agreement of $75,000. This firm carries professional liability insurance coverage in the amount of $30,000,000 per claim occurrence with an annual aggregate of $60,000,000. This contract has been approved by the Office of the Attorney General.
35. UM – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Brunini, Grantham, Grower & Hewes, PLLC for the provision of legal advice and counsel on complex commercial construction matters, including legal issues related to the construction of the Jim and Thomas Duff Center for Science and Technology Innovation. The term of the contract is one year beginning July 1, 2021. The hourly rates for partners and associates are $300 and $200, respectively, with a maximum amount payable under the term of this agreement of $75,000. This firm carries professional liability insurance coverage in the amount of $15,000,000 per claim with an annual aggregate of $30,000,000.
36. UM – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract for professional services with the law firm of Evans Petree, PC for the provision of legal services and representation with respect to construction matters, including but not limited to, construction and design professional contracts, public procurement, potential bid protests, and other matters related to design, construction, and
project management and related disputes. Joseph T. Getz will be the primary attorney performing work for the University. The term of the contract is one year beginning July 1, 2021. The hourly rates range from $265 to $295 for partners, $175 to $225 for associates, and $95 to $110 for paralegal services. The maximum amount payable under the term of this agreement is $40,000. This firm carries professional liability insurance coverage in the amount of $20,000,000 per claim with an annual aggregate of $20,000,000.

37. UM – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract for professional services with the law firm of Holland & Knight LLP for the provision of legal services in the area of Title IX risk management and regulatory compliance, including athletic equity in intercollegiate athletics. Partner Janet P. Judge will be the primary attorney performing work for the University. The term of the contract is one year beginning July 1, 2021. The discounted hourly rate is $550 with a maximum amount payable under the term of this agreement of $40,000. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $20,000,000.

38. UM – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract for legal services with the law firm of Mayo Mallette, PLLC as outside counsel so that it may continue to assist the University with a litigated matter, In Re Estate of Blackburn. The firm will also assist the University with real estate matters, compliance, the management of e-discovery, internal investigations, and other legal matters as assigned. The term of this agreement is one year beginning July 1, 2021. The hourly rate for the firm’s legal services on the Blackburn matter will remain the same at $165 per hour for partners, $135 per hour for associates, and $65 per hour for legal assistants. The hourly rate for the firm’s legal services on all other matters will be $200 for partners, $200 for associates, and $95 for legal assistants. The maximum amount payable under the term of this agreement is $60,000. This firm carries professional liability insurance coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000.

39. UM – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract with the law firm of Phelps Dunbar LLP as outside counsel for the provision of legal services in the areas of labor and employment. Partner W. Thomas Siler, Jr. will be the primary attorney performing work for the University. The term of the contract is one year beginning July 1, 2021. The hourly rate is $360 with a maximum amount payable of $35,000. This firm carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000.

40. UM – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract with the law firm of Thomas Horstemeyer, LLP for the provision of legal advice and counsel on Intellectual Property matters, including patent prosecution, trademarks, IP litigation, IP licensing, copyrights, transactions, and applications. The term of this contract is one year beginning July 1, 2021. The hourly discounted rates for attorneys range from $230 to $440 with a maximum amount payable under the term of this agreement of $250,000. This firm carries professional liability insurance coverage in the amount of $5,000,000 per claim with an annual aggregate of $5,000,000.
41. UM – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract with the law firm of Ware|Immigration for the provision of services, as needed, regarding immigration matters, including but not limited to the preparation of labor certification applications on behalf of the university for its employees who seek permanent residence status. The term of the contract is one year beginning July 1, 2021. The fees for these services is set out in the fee schedule below. All services not included in the below fee schedule will be provided at the following hourly rates: David Ware, $350; Partners, $250; Associates, $175 and Paralegals, $100. The maximum amount payable under this contract term shall not exceed $100,000. This firm carries professional liability coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000.

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

<table>
<thead>
<tr>
<th>Petition Description</th>
<th>Fee</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)</td>
<td>$2250.00*</td>
</tr>
<tr>
<td>H-1B withdrawal</td>
<td>$200.00</td>
</tr>
<tr>
<td>H-4 EAD (Employee may pay)</td>
<td>$750.00</td>
</tr>
<tr>
<td>*additional legal fee of up to $2,500 may apply for substantive requests for evidence</td>
<td></td>
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<tr>
<td>TN petition or border/consulate processing</td>
<td>$2250.00</td>
</tr>
<tr>
<td>TN extension petition (we handled original)</td>
<td>$2250.00</td>
</tr>
</tbody>
</table>

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)                               | $6,000.00 |
J-1 waiver (Conrad)                                        | $6,000.00 |
J-1 waiver (no objection)                                  | $1500.00  |
I-539 Fee for Dependents (Employee may pay)                | $750.00   |

Permanent Residence Process with Labor Certification: Faculty

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Handling labor certification</td>
<td>$3000.00</td>
</tr>
<tr>
<td>(If position must be readvertised)</td>
<td>$2500.00</td>
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<tr>
<td>Additional fee if audited</td>
<td>$500-1500.00</td>
</tr>
<tr>
<td>Immigrant petition (I 140)</td>
<td>$2500.00</td>
</tr>
</tbody>
</table>

Permanent Residence Process with Labor Certification: Non-Faculty

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor certification</td>
<td>$5000.00</td>
</tr>
<tr>
<td>Additional fee if audited</td>
<td>$500-1500.00</td>
</tr>
<tr>
<td>Additional fee if subject to supervised recruitment</td>
<td>$2500.00</td>
</tr>
<tr>
<td>Immigrant petition</td>
<td>$2500.00</td>
</tr>
</tbody>
</table>

Permanent Residence Process: Outstanding Professors and Researchers

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Immigrant petition</td>
<td>$6000.00</td>
</tr>
</tbody>
</table>

Permanent Residence Process: National Interest Waiver

<table>
<thead>
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<th>Description</th>
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<tbody>
<tr>
<td>Immigrant petition</td>
<td>$6000.00</td>
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</tbody>
</table>

NIW or OP/OR RFE or NOID: case by case determination up to | $2500.00 |
Adjustment of Status (any Employment-Based Permanent Residence Matter)

Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal $2500.00
“Standalone” AOS and related applications, principal $3000.00
Adjustment of status and related applications, spouse, if together with principal application and I-140 $1500.00
Adjustment of status of each child, concurrent with I-140 $1000.00
“Standalone” adjustment of status, spouse (not concurrent with I-140) $2000.00
“Standalone” adjustment of status, child $2000.00
Reschedule biometrics appointment $150.00
Reschedule adjustment of status interview $150.00
I-485 J (standalone cases) $1500.00

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

42. UM – Granted retroactive approval to enter a contract with the law firm of Wise Carter, LLP as outside counsel to conduct an internal investigation into allegations related to a current faculty member. Shareholder John Sneed is the attorney performing work for the University. The term of the contract began on March 8, 2021 and will expire June 30, 2021. The hourly rate is $350 for attorney Sneed and $95 for paralegal services with a maximum amount payable under the term of this agreement of $25,000. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $10,000,000. An oversight during the transition of in-house counsel prevented this matter from being presented to the Board in a timely manner now creating the need for retroactive approval. The contract was reviewed and approved by the Attorney General.

43. UM – Pending approval by the Office of the Attorney General, the Board approved the request to amend the contract with Wise Carter LLP as outside counsel to conduct an internal investigation into allegations related to a current faculty member. The contract term is March 8, 2021 through June 30, 2021 with a maximum amount payable of $25,000. The amendment increases the maximum amount payable by $50,000 for a total maximum of $75,000 under the term of this agreement. The hourly rate of $350 for attorney Sneed and $95 for paralegal services remains unchanged.

44. UM – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract with the law firm of Wise Carter LLP as outside counsel for the provision of legal services in the areas of labor and employment, including providing legal advice and conducting internal investigations related to current faculty members. Shareholder John Sneed will be the primary attorney performing work for the University. The term of the proposed contract is one year beginning July 1, 2021. The hourly rates range from $300 to $350 for attorneys and is $95 for paralegal services with a maximum amount payable under the term of this agreement of $25,000. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $10,000,000.

45. USM – Pending approval by the Office of the Attorney General, the Board approved the request to amend the current contract with the law firm Bryan, Nelson, Schroeder, Castiglola & Banahan, PLLC (“BNSCB”), as outside counsel for the provision of legal services, as necessary, to render legal advice and recommendations in the practice areas of
admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services includes advice and assistance with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The term of the contract is two-years from July 1, 2019 through June 30, 2021. The maximum amount payable for attorneys' fees under this contract term was not to exceed $50,000 during the period between July 1, 2019 and June 30, 2020, and $50,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of $100,000 for the contract term. The proposed First Amendment will increase the authorized attorney’s fees for the period between July 1, 2020 and June 30, 2021 from $50,000 to $75,000 and the total amount of attorney’s fees payable under the contract from $100,000.00 to $125,000.00. The necessity for an increase in authorized fees relates to pending legal matters, including ongoing litigation. This firm carries professional liability insurance coverage in the amount of $3,000,000 per claim with an aggregate limit of $3,000,000.

46. USM – Approved the request to enter a contract with the law firm of Bryan, Nelson, Schroeder, Castigliola & Banahan, PLLC, as outside counsel to perform services as necessary and render legal advice and recommendations in the practice areas of admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services would also include advice and assistance with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The term of this contract is two years beginning July 1, 2021. The hourly rate is $195 for attorneys and $90 for paralegal services. The maximum amount payable under this agreement shall not exceed $50,000 during the period between July 1, 2021 and June 30, 2022, and $50,000 during the period between July 1, 2022 and June 30, 2023, for a total amount of $100,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $3,000,000 per claim with an aggregate limit of $3,000,000. This contract has been approved by the Office of the Attorney General.

47. USM – Approved the request to enter a contract with Mayo Mallette PLLC, as outside counsel for the provision of legal services and advice in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, affiliation agreements, naming agreements and policies, Title IX, NCAA compliance, disability law and athletics, as well as general legal advice and litigation related to any of the activities described herein. The term of this agreement is two years beginning July 1, 2021. The hourly rate is $195 for attorneys and $90 for paralegal services. The maximum payable under this agreement shall not exceed $40,000 during the period between July 1, 2021 and June 30, 2022, and $40,000 during the period between July 1, 2022 and June 30, 2023, for a total amount of $80,000 for the contract term. This firm
carries professional liability coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000. This contract has been approved by the Office of the Attorney General.

48. USM – Approved the request to enter a contract with Stephen K. Thomas of Richard & Thomas, PLLC, as outside counsel to perform real estate services for real estate closings. The term of the contract will be two years beginning July 1, 2021. It is anticipated that the University will have a need for real estate closing legal services during the period from July 1, 2021 through June 30, 2023 for purchases of property near the Hattiesburg campus. It is expected that each closing will cost the University approximately $1,000. The attorney's average hourly rate, depending on services rendered, is $150. The maximum amount payable under this agreement shall not exceed $2,500 during the period between July 1, 2021 and June 30, 2022, and $2,500 during the period between July 1, 2022 and June 30, 2023, for a total amount of $5,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. This contract has been approved by the Office of the Attorney General.

49. USM – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract with Ware|Immigration as outside counsel to provide services as needed in preparing labor certification applications and permanent residence process on behalf of the University for its professors, researchers, and employees who seek permanent residence status and to further provide other related services relating to immigration and naturalization at the University's request. The term of this agreement is two years beginning July 1, 2021. The fees for these services are set out in the fee schedule below. All services not included in the below fee schedule will be provided at the following hourly rates: David Ware $350; Partners $250; Associates $175 and Paralegals $100. The maximum amount payable under this agreement shall not exceed $50,000 during the period between July 1, 2021 and June 30, 2022, and $50,000 during the period between July 1, 2022 and June 30, 2023, for a total amount of $100,000 for the contract term. This firm carries professional liability coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000.

Schedule of Legal Fees for Academia:

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<td>TN extension petition (we handled original)</td>
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<tr>
<td>E-3 petition or consular processing</td>
</tr>
<tr>
<td>E-3 extension petition (we handled original)</td>
</tr>
<tr>
<td>O-1 petition</td>
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<tr>
<td>O-1 extension or amendment petition (we handled original)</td>
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<td>J-1 waiver (Conrad)</td>
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<td>J-1 waiver (no objection)</td>
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</table>
I-539 Fee for Dependents (Employee may pay) $750.00

Permanent Residence Process with Labor Certification: Faculty
Special Handling labor certification $3000.00
(If position must be readvertised) $2500.00
Additional fee if audited $500-1500.00
Immigrant petition (I 140) $2500.00

Permanent Residence Process with Labor Certifications: Non-Faculty
Labor certification $5000.00
Additional fee if audited $500-1500.00
Additional fee if subject to supervised recruitment $2500.00
Immigrant petition $2500.00

Permanent Residence Process: Outstanding Professors and Researchers
Immigrant petition $6000.00

Permanent Residence Process: National Interest Waiver
Immigrant petition $6000.00
NIW or OP/OR RFE or NOID: case by case determination up to $2500.00

Adjustment of Status (any Employment-Based Permanent Residence Matter)
Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal $2500.00
“Standalone” AOS and related applications, principal $3000.00
Adjustment of status and related applications, spouse, if together with principal application and I 140 $1500.00
Adjustment of status of each child, concurrent with I 140 $1000.00
“Standalone” adjustment of status, spouse (not concurrent with I-140) $2000.00
“Standalone” adjustment of status, child $2000.00
Reschedule biometrics appointment $150.00
Reschedule adjustment of status interview $150.00
I 485 J (standalone cases) $1500.00

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

50. **USM** – Pending approval by the Office of the Attorney General, the Board approved the request to a contract with Wise Carter Child & Caraway, P.A., as outside counsel to perform services as necessary in the practice areas of real estate, commercial matters, contracts, general administrative matters, construction, real estate closings, title opinions, general legal advice, and litigation related to any of the activities described herein. The term of this agreement is two years beginning July 1, 2021. The hourly rates are $195 for attorneys and $90 for paralegal services. The maximum amount payable under this agreement shall not exceed $25,000 during the period between July 1, 2021 and June 30, 2022, and $25,000 during the period between July 1, 2022 and June 30, 2023, for a total amount of $50,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an aggregate limit of $10,000,000.
51. **JSU** – Approved a consulting agreement between the university and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the State of Mississippi, with such services designed to achieve the state agency and governmental relations goals of Jackson State University. The contract amount is $80,000 to be paid in quarterly installments of $20,000 each plus reasonable reimbursement of travel expenses up to a maximum of $2,500. This will be paid from self-generated funds of the Jackson State University Foundation allocated for JSU Program Support. The Attorney General’s Office reviewed the contract and found same to be compliant with applicable law and Board policy. In accordance with Board Policy 201.0506 Political Activity, W.T. Consultants’ client list and proposed agreement are included in the bound June 17, 2021 Board Working File.

52. **MSU** – Approved an agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university’s pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. Cornerstone will apprise the Commissioner of IHL of its lobbying activities related to MSU and coordinate those activities within system strategies and processes prescribed by the IHL Board. The contract amount is $50,000 to be paid in quarterly installments of $12,500 each plus reasonable reimbursement of travel expenses. This will be paid with private funds (self-generated funds). The Attorney General’s Office reviewed the contract and found same to be compliant with applicable law and Board Policy. In accordance with Board Policy 201.0506 Political Activity, Cornerstone’s client list and proposed agreement are included in the bound June 17, 2021 Board Working File.

53. **MUW** – Approved a one-year contract between the university and Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The contractual flat fee is $30,000 to be paid in monthly installments. The fee will be paid with private funds by the MUW Foundation (self-generated funds). The Attorney General’s Office reviewed the contract and found same to be compliant with applicable law and Board Policy. In accordance with Board Policy 201.0506 Political Activity, CRM’s client list and proposed agreement are included in the bound June 17, 2021 Board Working File.

54. **USM** – Approved the request to continue the agreement between the university and Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations consulting services in Mississippi from July 1, 2021 through June 30, 2022. Capitol Resources will be compensated in the amount of $48,000 annually, payable in monthly installments of $4,000 per month, plus reasonable reimbursement of travel expenses, funded by self-generated funds. The Attorney General’s Office reviewed the contract and found same to be compliant with applicable law and Board Policy. In accordance with Board Policy 201.0506 Political Activity, Capitol Resource’s client list and proposed agreement are included in the bound June 17, 2021 Board Working File.

55. **MSU** – Approved the request for Federal Solutions, LLC, to continue to lobby on behalf of the university outside the State of Mississippi in accordance with Board Policy 201.0506 Political Activity.
56. **UM** – Approved the request for BGR Governmental Affairs, LLC, a Washington, D.C. based firm, to continue to assist in managing the university’s federal governmental affairs and to represent its interests before federal executive branch agencies and congressional offices and committees in accordance with Board Policy 201.0506 Political Activity.

57. **USM** – Approved the request to continue the agreement between the university and Cassidy & Associates, Inc., in Washington, DC, to provide federal relations services to obtain federal funding to support the infrastructure and research programs and to provide consultation, advice and assistance with the annual federal appropriations requests in accordance with Board Policy 201.0506 Political Activity.

58. **ASU** – Approved Dr. Felecia M. Nave as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

59. **ASU** – Approved Marcus D. Ward as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

60. **DSU** – Approved Dr. Rick Munroe as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

61. **MSU** – Approved Lee Weiskopf as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

62. **MUW** – Approved Karen Clay as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

63. **MVSU** – Approved Dr. Jerryl Briggs as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

64. **MVSU** – Approved LaShon F. Brooks as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

65. **UM** – Approved Perry Sansing as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

66. **UMMC** – Approved Kristy Simms as one of the institution’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

67. **USM** – Approved Chad Driskell as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

68. **SYSTEM** – Approved Dr. Alfred Rankins, Jr. as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

69. **SYSTEM** – Approved Kim Gallaspy as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

**PERSONNEL REPORT**

70. **Employment**

   **Alcorn State University**
   
   Dexter Wakefield; *hired with tenure*; Associate Dean of Agriculture and Applied Sciences; Department of Agriculture; salary $120,000 per annum, pro rata; E & G Funds; 12-month contract; effective July 1, 2021
Delta State University
- Elizabeth Belenchia; rehired retiree; part-time Instructor in Teacher Education, Leadership, and Research; salary $32,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021
- Diana Ezell; rehired retiree; Coordinator of Educational Administration Programs and part-time Instructor in Teacher Education, Leadership, and Research; salary $45,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021
- Beverly Johnston; rehired retiree; Adjunct Instructor in Teacher Education, Leadership, and Research; salary $25,000 per annum, pro rata; Fund 20 Funds; 12-month contract; effective July 1, 2021
- Maud Kuykendall; rehired retiree; Adjunct Instructor in Teacher Education, Leadership, and Research; salary $30,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021
- Kathleen Lott; rehired retiree; Advisor and Coordinator of Educational Administration and Supervision and part-time Instructor in Teacher Education, Leadership, and Research; salary $29,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021
- H. Edward Lovin; Jr.; Vice President for Student Affairs; $150,444 salary per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2021
- Andrew J. Novobilski; hired with tenure; Provost and Vice President for Academic Affairs, and Professor of Computer Information Systems; $190,035 salary per annum (plus campus housing), pro rata; E&G Funds; 12-month contract; effective July 1, 2021
- Dorothy Sykes; rehired retiree; Director of the World Class Teaching Program and part-time Instructor in Teacher Education, Leadership, and Research; salary $35,000 per annum, pro rata; Grant Funds and Fund 10 Funds; 12-month contract; effective July 1, 2021
- Dianne Thomas; rehired retiree; Adjunct Instructor in Teacher Education, Leadership, and Research; salary $20,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021
- Kent Wyatt; rehired retiree; President Emeritus; salary $59,000 per annum; Fund 10 Funds; 12-month contract; effective July 1, 2021

Mississippi University for Women
Bobby Fuller; rehired retiree; Interim Department Chair of Education; salary $40,000 per annum, pro rata; E&G Funds; 10-month contract; effective August 1, 2021

71. Change of Status

Mississippi University for Women
Jessica Harpole; from Interim Vice President for Student Affairs and Dean of Students; salary $77,000 per annum, pro rata; E&G funds; 12-month contract; to Vice President for
Student Affairs and Dean of Students; salary $90,000 per annum, pro rata; E&G funds; 12-month contract; effective May 1, 2021

72. Tenure

**Alcorn State University**
- Sheren Sanders; *promotion* to Associate Professor; Department of Social Sciences; effective August 16, 2021
- Martha Ravola; Associate Professor; Department of Human Sciences; effective August 16, 2021

**Jackson State University**
- Young Sik Cho; *promotion* to Associate Professor with Tenure; Department of Business Administration, College of Business; effective, August 11, 2021
- Chaiqua A. Harris; *promotion* to Associate Professor with Tenure; Department of Counseling, Rehabilitation, and Psychometric Services, College of Education and Human Development; effective, August 11, 2021
- Barbara Howard; *promotion* to Associate Professor with Tenure; Department of Educational Administration, Foundations, and Research, College of Education and Human Development; effective, August 11, 2021
- Chandar Lewis; *promotion* to Associate Professor with Tenure; Department of Educational Administration, Foundations, and Research College of Education and Human Development; effective, August 11, 2021
- Jennifer Young Wallace; *promotion* to Associate Professor with Tenure; Department of Educational Administration, Foundations, and Research, College of Education and Human Development; effective, August 11, 2021
- Andre Hines; *promotion* to Associate Professor with Tenure; Department of Public Policy and Administration, College of Liberal Arts; effective, August 11, 2021
- Mohammad Khan; *promotion* to Associate Professor with Tenure; Department of Civil and Environmental Engineering and Industrial Systems and Technology, College of Science, Engineering, Technology; effective, August 11, 2021

**University of Mississippi Medical Center**
- Yingjie Chen; Professor, Department of Physiology and Biophysics; effective July 1, 2021
- Damon Darsey; Associate Professor, Department of Emergency Medicine; effective July 1, 2021
- Romain Harmancey; Associate Professor, Department of Physiology and Biophysics; effective July 1, 2021
- Andrew Notebaert; *promotion* to Associate Professor, Department of Neurobiology and Anatomical Sciences; effective July 1, 2021
- Jeanette Simino; *promotion* to Associate Professor, Department of Data Science; effective July 1, 2021
MINUTES OF THE BOARD OF TRUSTEES OF
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- Christopher Spankovich; promotion to Professor, Department of Otolaryngology - Head and Neck Surgery; effective July 1, 2021
- Eric Vallender; Associate Professor, Department of Psychiatry and Human Behavior; effective July 1, 2021

73. **Sabbatical**

**Mississippi State University**

FROM: Bryan A. Jones; Associate Professor of Electrical and Computer Engineering; from salary of $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

[Originally approved by IHL Board March 19, 2020; Revision approved March 18, 2021].

CORRECTED: Bryan A. Jones; Associate Professor of Electrical and Computer Engineering; salary of $97,015.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2021 to May 15, 2021 and August 16, 2021 to December 31, 2021; professional development

FROM: Chuanxi Qian; Professor of Mathematics and Statistics; from salary of $98,787.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $49,393.50 for sabbatical period; E&G funds; effective August 16, 2021 to December 31, 2021; professional development

[Originally approved by IHL Board March 19, 2020; Revision approved March 18, 2021]

CORRECTED: Chuanxi Qian; Professor of Mathematics and Statistics; salary of $98,787.00 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

**REGULAR AGENDAS**

**ACADEMIC AFFAIRS**

Presented by Trustee Steven Cunningham, Chair

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

1. **USM** – Approved the following new academic units:
   a. Unit Title: School of Coastal Resilience
      Unit Location: College of Arts and Sciences, Gulf Park campus
      Effective date: July 2021
   b. Unit Title: School of Leadership
      Unit Location: College of Business and Economic Development, Gulf Park campus
On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #3. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #4. Trustee Gee Ogletree recused himself from discussing or voting on items #5 - #9 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve items #5 - #9.

1. **SYSTEM** – Approved the fiscal year ending 2022 Operating Budgets for the system. Included as supplemental information as required by the Ayers Settlement Agreement, Board Policy 704.02 Athletic Budget Approval and Reporting, and Policy 703.04 Policy Guidelines Subsection E. are: Fiscal Year 2021-2022 Ayers Budgets, Fiscal Year 2021-2022 Athletic Budgets, and Fiscal Year 2021-2022 E&G Scholarships, Fellowships & Tuition Waivers. (See Composite Exhibit 1.)

2. **SYSTEM** – Approved the FY 2023 proposed funding priorities as required for the 2023 Legislative Budget Request. (See Exhibit 2.)

3. **SYSTEM** – Approved the request for Alcorn State University to implement an admission application fee for entering new students applying beginning Fall 2022 and waived the requirement for a second reading as mandated by Board Policy 702.04 Approval Process subsection C. Consideration of Requests. All application fees are non-refundable. The fee structure is listed below.
   - **Undergraduate Application Fees**
     - First-Time Freshmen – $30
     - First-Time Transfer – $30
     - International – $60
     - International Readmit – $60 (after one year)
     - Readmit – $30 (after one year)

   - **Graduate Application Fees**
     - Domestic – $40
     - Domestic Readmit – $40 (after one year)
     - International – $60
     - International Readmit – $60 (after one year)

   - **Fee Waivers**
     - Active Duty Military and Veterans may have their application fee waived
     - Application fee waivers are available for First-Time Freshman applicants with demonstrated financial need.

4. **UM** – Approved the request to initiate the bond process for up to $75 million par value in tax-exempt, fixed rate bonds for the University of Mississippi Educational Building Corporation. The funds will be used for the construction of the Jim and Thomas Duff Center for Science and Technology Innovation which will be a 4-story 202,000 gross
square foot STEM building in the Science District on campus. The Board approved the following professionals: Hilltop Securities as financial advisor, Butler Snow LLP as bond counsel, and Raymond James as underwriters. The Board reviewed and approved the financial adviser’s report. The long-term and intermediate term fixed rate bonds will be issued with maturities up to thirty (30) years. Proceeds from the bond issue will support the project fund, capitalized interest, costs of issuance and the underwriter’s discount. Based on the Financial Advisor’s report dated June 7, 2021, the proposed debt amortization will have an average annual debt service of $3.85 million at an expected interest rate of 3.03%. Funds are available from Capital Improvement Fee revenue. Approval of a bond resolution will be considered at a subsequent meeting.

5. UMMC – Approved the request to enter a Medical Transportation Provider Agreement (Agreement) with Mobile Medic Ambulance Service, Inc. d/b/a American Medical Response (AMR) for the purpose of non-emergency ambulance, mobile intensive care transport and non-emergency non-ambulance medical transportation (via “medi-van”). This includes the transportation of adult and pediatric patients to the Jackson Medical Mall for radiation oncology treatments, as well as other UMMC facilities located off UMMC’s main campus. The term of the Agreement is three (3) years, from July 1, 2021, through June 30, 2024. The cost of the Agreement over the three (3) year term is $2,150,000. No more than once per year, AMR may increase fees based upon the percentage increase in the Consumer Price Index, Medical Care, All Urban Consumers, up to a maximum of four percent (4%) per year and potential volume increases. Upon notice, AMR also may increase fees based on factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards. UMMC has calculated an annual fourteen percent (14%) increase each year, which includes potential price increases and patient 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.

6. UMMC – Approved the request to enter an Agreement with Morrison Management Specialists, Inc. (Morrison) to provide full-service operation of patient food, retail food, and nutrition services on the Jackson, Grenada, and Holmes County campuses. The term of the agreement is five (5) years, from July 1, 2021, through June 30, 2026. The total estimated cost of the agreement over the five (5) year term is $53,175,000. UMMC has calculated an annual ten percent (10%) increase each year, which includes potential price increases, supply costs, operational incentives, and incidentals. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay the projected per-patient-day rates on a bi-monthly basis, which is based upon an average of patient days over a year. If actual patient days are above or below the projected number of patient days, Morrison will charge or credit, as appropriate, the variable rate for the difference. In addition to the per-patient-day and variable rates, UMMC will incur charges for “pass through items,” such as floor stocks; nourishments; supplements; meals for observation patients, outpatients, guests, emergency room patients, and UMMC vouchers; private dining; and doctors’ lounges; as well as catering and special events. Prices are subject to an annual increase of three percent (3%) or CPI, whichever is lower. In the event UMMC terminates the agreement early, UMMC will repay the
unamortized/undepreciated value of Morrison’s investment for renovations, capital equipment, and improvements. UMMC will receive credits and a share in revenue from Morrison. Morrison will pay UMMC a monthly credit for Morrison’s purchases of food and supplies for UMMC’s locations. Morrison also will pay UMMC a 7.5% share of all net retail sales exceeding the established baseline. If Morrison receives any credits or discounts from third party vendors specifically for UMMC’s locations, Morrison will pass through the credits or discounts to UMMC. The agreement includes a quality performance program based on performance metrics mutually agreed upon by UMMC and Morrison. If Morrison does not meet the required threshold, Morrison will pay UMMC a quality performance penalty. If Morrison exceeds certain thresholds of the agreed upon metrics, UMMC will pay Morrison quality performance reward. In the total estimated cost calculation, UMMC has included all potential maximum quality performance payments. 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.

7. **UM** – Approved the request to enter an Assignment of Lease Agreement with Blackburn Construction, Inc. and 901 Aviation, LLC for a 50’W x 60’D lot identified as Hanger Lot No. 13 at the University Airport. Blackburn Construction, Inc. will assign the Lease Agreement to 901 Aviation, LLC, as provided for in Article VIII of the Lease Agreement, with 901 Aviation, LLC assuming and adopting all the covenants, terms, and conditions in the Lease Agreement for Airport Hangar Lot #13. The term of the Assignment of Lease Agreement is the same as specified in Article I of the Lease Agreement. The Assignment of Lease Agreement therefore ends on May 31, 2102. The contract amount for the Assignment of Lease Agreement is as specified in Article II of the Lease Agreement, which states: As of 2003, the annual rental fee for each of the first five years of the Lease Agreement was one thousand and eight hundred dollars ($1,800). This fee was based on $0.05 per square foot per month. Concurrent with the beginning of each successive five-year period, the rental fee is increased by 1½% and such increase applied to the next five-year period. These total increases shall continue and adjust each five years until said increases have reached a total of 7½% of the original rental fee of $0.05 per square foot. 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.

8. **UMMC** – Approved the request to enter a Product Supply Agreement with Praxair Distribution, Inc. (Praxair) to provide Noxivent® medical-grade nitric oxide gas, NOxBOXi® nitric oxide delivery devices, and associated accessories and consumables. Noxivent® is a pharmaceutical medical grade nitric oxide gas used to treat neonatal, pediatric, and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for extracorporeal membrane oxygenation. The Board also approved the request for the university to add or remove accessories and consumables 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 approximately two (2) years and twelve (12) days, beginning June 18, 2021, through two (2) years after the date of first delivery of the Noxivent® gas. The total estimated cost of the agreement over the two (2) year term is $2,525,000. UMMC has
included a ten percent (10%) increase in year two (2) to allow for potential volume increases. This agreement will be funded through 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.

9. USM – Approved the request for retroactive approval of the Second Amendment to the Lease Agreement with New Cingular Wireless PCS LLC to allow the installation of additional cellular equipment as described in Exhibit 1-B of the Second Amendment for utilization with the DAS for cellular capability in the University’s football stadium with an associated increase in revenue to the University. The initial term of the Lease was effective from November 19, 2010 for five (5) years, plus two automatic five-year extension terms. The proposed Second Amendment will add an additional five-year term to the Lease Agreement. This will result in the following overall contract term which began November 19, 2010 and ends November 18, 2030. Under the proposed Second Amendment the current lease amount of $2,691 per month will increase by $200 per month once installation commences for the new cellular equipment. As per the contract, in 2025 the monthly rental payment will increase by 15 percent to $3,324.65. Total revenue received on this contract to date is $233,473. The projected revenue for the remainder of the contract is approximately $369,949, which results in a projected total contract value of $603,422. 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.

LEGAL AGENDA

Presented by Trustee Gee Ogletree, Chair

Trustee Gee Ogletree recused himself from discussing or voting on items #1 - #4 on the Legal Agenda by remaining outside the room while there were discussions or votes regarding the same. On motion by Trustee McNair, seconded by Trustee Morgan, with Trustees Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve items #1 - #4 as submitted on the Legal Agenda. Trustee Ogletree returned to the room following the conclusion of the discussion and vote on items #5 - #9 on the Finance Agenda and items #1 - #4 on the Legal Agenda.

1. UM – Pending approval with the Attorney General, the Board approved the request to enter a contract for professional services with the law firm of Butler Snow LLP for the provision of legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. The term of the contract is one year beginning July 1, 2021. The blended hourly rate under the contract will be $295 per hour for all attorneys, including patent work, and $95 per hour for all legal assistants with a maximum amount payable under the term of this agreement of $250,000. This firm carries professional liability insurance coverage in the amount of $50 million per claim with an annual aggregate of $100 million.

2. UMMC – Approved the request to enter contract with Butler Snow LLP as outside counsel to advise on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues and commercial and general
matters. The term of this contract will be one-year effective July 1, 2021 through June 30, 2022. The firm will provide legal services at an hourly rate of $295 per hour and $95 per hour for all legal assistants, with a maximum amount payable under this contract of $800,000. This firm carries professional liability insurance in the amount of $50 million per claim with an annual aggregate of $100 million. This contract has been approved by the Office of the Attorney General.

3. **USM** – Approved the request to enter a contract 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; 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 this agreement is one year beginning July 1, 2021. The hourly rate is $295 for all attorneys in all legal matters and $95 for paralegal services. The maximum amount payable under the term of this agreement shall not exceed $100,000. This firm carries professional liability coverage in the amount of $50 million per claim with an annual aggregate of $100 million. This contract has been approved by the Office of the Attorney General.

4. **UMMC** – Approved the request to contract with Butler Snow, LLP, to provide in-state lobbying and government relations consulting services. The contractual flat fee is $60,000 (payable $5,000.00 per month) plus reimbursement for all necessary and reasonable expenses and any travel outside the state of Mississippi. The fee will be paid with self-generated funds. The term of the agreement is July 1, 2021, through June 30, 2022. This contract has been approved by the Office of the Attorney General. In accordance with Board Policy 201.0506 Political Activity, the firm’s client list and proposed agreement are included in the bound June 17, 2021 Board Working File.

**INFORMATION AGENDAS**

Presented by Commissioner Alfred Rankins, Jr.

**ACADEMIC AFFAIRS**

1. **SYSTEM** – Intent to offer certificate programs.
   a. **JSU** – Program title: Music Industry Certificate  
      Responsible academic unit: Department of Music  
      Level: pre-baccalaureate  
      Total credit hours: 29.5  
      CIP code: 50.0901  
      Effective date: August 2021  
   b. **UMMC** – Program title: Analytics Certificate  
      Responsible academic unit: Biostatistics and Data Science  
      Level: post-baccalaureate  
      Total credit hours: 12
CIP code: 30.7101
Effective date: August 2021
c. **UMMC** – Program title: Population Health Science Certificate
   Responsible academic unit: Population Health Science
   Level: post-baccalaureate
   Total credit hours: 15
   CIP code: 51.2208
   Effective date: August 2021
d. **USM** – Program title: Applied Cybersecurity Certificate
   Responsible academic unit: School of Computing Sciences and Computer Engineering
   Level: pre-baccalaureate
   Total credit hours: 18
   CIP code: 11.0301
   Effective date: August 2021
e. **USM** – Program title: Business Management Certificate
   Responsible academic unit: School of Management
   Level: pre-baccalaureate
   Total credit hours: 12
   CIP code: 52.0201
   Effective date: August 2021
f. **USM** – Program title: Computer Networking Certificate
   Responsible academic unit: School of Computing Sciences and Computer Engineering
   Level: pre-baccalaureate
   Total credit hours: 18
   CIP code: 11.0301
   Effective date: August 2021
g. **USM** – Program title: Retail Merchandising Certificate
   Responsible academic unit: School of Marketing
   Level: pre-baccalaureate
   Total credit hours: 12
   CIP code: 52.0201
   Effective date: August 2021
h. **USM** – Program title: Software Development Certificate
   Responsible academic unit: School of Computing Sciences and Computer Engineering
   Level: pre-baccalaureate
   Total credit hours: 18
   CIP code: 11.0301
   Effective date: August 2021
i. **USM** – Program title: Supply Chain Management Certificate
   Responsible academic unit: School of Marketing
   Level: pre-baccalaureate
Total credit hours: 12  
CIP code: 52.0203  
Effective date: August 2021

2. **MSU** – Intent to offer existing degree programs by distance learning.  
   a. Bachelor of Arts (BA) in Communication  
      Total credit hours: 124  
      CIP Code, Sequence: 09.0101, 5204  
      Cost to offer by distance learning: $55,000  
      Effective date: August 2021  
   b. Bachelor of Science (BS) in Human Development and Family Science, Child Development Concentration  
      Total credit hours: 124  
      CIP Code, Sequence: 19.0701, 5862  
      Cost to offer by distance learning: Minimal (offset by distance education fees)  
      Effective date: August 2021

**FINANCE**

3. **UMMC** - The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered Amendment Number 5 to the Consolidated Master Agreement with International Business Machines Corporation f/k/a Truven Health Analytics, LLC, an International Business Machines Corporation Company (IBM) to extend the term of the current agreement for patient education content and hosting services. The agreement provides patient education materials that are integrated with Epic, UMMC’s electronic health record, and disseminated to patients related to procedures, treatments, diagnosis, etc. The term of Amendment 5 is six (6) months, from May 1, 2021, through October 31, 2021. The total term of the amended agreement is seven (7) years, from November 1, 2014, through October 31, 2021. The total cost of the amended agreement is $473,895.44. The cost of Amendment Number 5 is $37,958.04.

**REAL ESTATE**

4. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the May 20, 2021 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 3.)

**LEGAL**

5. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 4.)

6. **UM** – Trustee Gee Ogletree, as Legal Committee Chair, on behalf of the Board, approved the University of Mississippi’s emergency request to contract with the Jackson Lewis Law Firm as outside counsel to investigate and advise on a university personnel matter. The term of the contract began May 26, 2021 and shall expire not later than June 26, 2021. Services are to be provided at an hourly rate of $450, with a maximum amount payable under the contract of $20,000. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $10,000,000.
7. **SYSTEM** – The Chair of the Legal Committee approved requesting an official Attorney General’s opinion on a university employment contract matter.

**ADMINISTRATION/POLICY**

8. **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. **MSU** – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the Farm Lease Agreement between Mississippi Agriculture and Forestry Station (MAFES)/Mississippi State University and Prevost Farms, LLC for use of 92 acres located at the Brown Loam Branch Experiment Station in Raymond, MS, for crop farming. This is a new revenue-generating lease and will be effective upon approval and execution no later than October 31, 2022 at a cost of $8,050 per year. The Attorney General’s Office has reviewed the 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 document is on file in the IHL Board Office.
   b. **MSU** – On May 27, 2021, Commissioner Alfred Rankins, Jr., approved the Modification of Lease Agreement #11 between Mississippi State University and the Mississippi State University Research and Technology Corporation for space at the NASA Stennis Space Center. This modification reduces the amount of square footage leased by MSU from 4,601 square feet to 3,192.45 square feet at the existing cost of $17.91 per square foot. The effective date of this modification was May 1, 2021 and will continue until the expiration of the current term on September 30, 2021. (Note: While the effective date is retroactive it does reflect MSU’s actual square footage usage as of May 1, 2021 and reduces MSU’s lease cost beginning May 1, 2021.) All other provisions of the original lease agreement with its previous Modifications #1 - #10 remain unchanged. The Attorney General’s Office has reviewed the 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 document is on file in the IHL Board Office.
   c. **MSU** – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On June 8, 2021, Commissioner Alfred Rankins, Jr. approved the 2021-22 Traffic and Parking Rules and Regulations, as well as the parking fees/fines schedules. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.
   d. **MVSU** – On June 8, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi Valley State University and Rashad Spurlock for space within the Jacob Aron Student Center in which to offer licensed beautician/barber services. The term of the lease is 12 months beginning June 1, 2021 for $125 per month due on or before the first day of each month. The IHL Associate Commissioner for Legal Affairs has reviewed the 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 document is on file in the IHL Board Office.

e. **MVSU** – On June 8, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi Valley State University and Justin Young for space within the Jacob Aron Student Center in which to offer licensed beautician/barber services. The term of the lease is 11 months beginning July 1, 2021 for $125 per month due on or before the first day of each month. The IHL Associate Commissioner for Legal Affairs has reviewed the 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 document is on file in the IHL Board Office.

f. **UM** – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the Assignment and Assumption of Lease Agreement from the University of Mississippi for 328 Properties, LLC to assign its lease interest to N887JA, LLC for Airport Hangar Lot #7. The annual rental fee for each of the first five years of the Lease Agreement was $2,250, which is based on $0.05 per square foot per month. Concurrent with the beginning of each successive five-year period, the rental fee is increased by one and one-half percent and is applied to the next five-year period. The term of the original lease began on July 1, 2004 and will continue until June 30, 2054. The Attorney General’s Office has reviewed the 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 document is on file in the IHL Board Office.

g. **UM** – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the Amended and Restated Lease Agreement between the University of Mississippi and Mississippi Beta of Pi Beta Phi House Association, Inc. The House Association seeks to amend the Original Lease agreement to extend the termination date from June 30, 2036 to June 30, 2048. The House seeks to renovate the Pi Beta Phi sorority house and needs to extend the term in order to secure financing for the project. The amendment further includes an updated notice provision, complete agreement, modification, governing laws, non-availability of funds, indemnification and force majeure. The Attorney General’s Office has reviewed the 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 document is on file in the IHL Board Office.

h. **UM** – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the Consent to Encumber and Estoppel Certificate among the Board of Trustees of State Institutions of Higher Learning (IHL), Mississippi Sigma Chi Association and First Commercial Bank. Sigma Chi seeks to renovate the fraternity facility on the University of Mississippi campus for $6,288,952. First Commercial Bank agreed to provide Sigma Chi the loan amount. Sigma Chi will secure the loan with a leasehold deed of trust, assignment of rents and leases, and security agreement. The Consent to Encumber and Estoppel Certificate specifies that IHL consents to the
encumbrance of the leasehold estate as required by the original lease agreement
between IHL and Sigma Chi. The Attorney General’s Office has reviewed the
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 document is
on file in the IHL Board Office.

i. UM – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the
Agreement for Assumption and Assignment of Lease among the Board of Trustees
of State Institutions of Higher Learning (IHL), Rampant Lion Foundation, and
Deke Property Group. Rampant seeks to assign and convey all of its rights, title
and interest in its primary lease with IHL to Deke Property. The fraternity has
established a new 501(c)(7) organization named Deke Property as the national
housing corporation for the fraternity. The Attorney General’s Office has reviewed
the 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
document is on file in the IHL Board Office.

j. UM - 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 June 8, 2021, Commissioner Alfred Rankins, Jr.
approved the request for revisions to the On-Campus Education and General
Budget, Center for Manufacturing Excellence Budget, and State Court Education
Program Budget for Fiscal Year 2021. The Executive Office financial 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.

k. UMMC – On May 10, 2021, Commissioner Alfred Rankins, Jr., approved the
Fairgrounds Use Agreement between the University of Mississippi Medical Center
and the Mississippi Department of Agriculture and Commerce for the use of the
Mississippi Coliseum at which to hold its 2021 commencement ceremony. The
term of the Lease is three days from May 26, 2021 through May 28, 2021, at a one-
time estimated total cost of $15,000. UMMC will prepay the rental fees and
expenses, as set out in paragraphs 3 and 4 of the agreement. The Attorney General’s
Office has reviewed the agreement and found the same to be compliant with
applicable state law and Board Policy 707.01 Land, Property, and Service Contracts
and 707.03 Approval of Prepayment for Goods or Services. A copy of the
document is on file in the IHL Board Office.

9. SYSTEM – 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 item that has been submitted for reporting to the Board is as follows:

a. **DSU** – On May 16, 2021, the IHL Board approved Delta State University’s request to enter a five-year contract with Sodexo Operations, LLC for food service. The purpose of this contract is managing and operating the food services for student,
faculty, staff, employees, visitors, and guests on campus. DSU amended the original agreement on October 28, 2021, to temporarily cease the financial terms related to the resident dining rates due to the overall impact of the COVID-19 pandemic. On April 9, 2021, DSU entered Amendment 1 to the Service Agreement with Sodexo Operations, LLC to allow the university to resume operations under the terms and conditions of the original agreement effective July 1, 2021. The amendment was reviewed by the Attorney General’s Office for compliance with Board Policy, including current policies as they relate to COVID-19 waivers, and applicable law and found the same to be acceptable.

HEALTH AFFAIRS COMMITTEE REPORT
Wednesday, June 16, 2021

The meeting was called to order by Chairman Alfred McNair 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. The Committee discussed the monthly financial summary and goal dashboard including COVID-19 statistics and the FY 2022 budget review. No action was taken.

2. Executive Session
   On motion by Trustee Duff, seconded by Trustee Starr, with Trustee Cummings 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 Duff, seconded by Trustee Luckey, with Trustee Cummings 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 Duff, seconded by Trustee Luckey, with Trustee Cummings absent and not voting, all Committee members legally present and participating voted unanimously to return to open session.

3. On motion by Trustee Ogletree, seconded by Trustee Parker, with Trustee Cummings absent and not voting, all Committee members legally present and participating voted unanimously to adjourn.
The following Committee members were present: Dr. Alfred McNair (Chair), Dr. Steven Cunningham, Mr. Tom Duff, Ms. Teresa Hubbard, Ms. Jeanne Luckey, Mr. Bruce Martin, Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, Mr. Gregg Rader, and Dr. Walt Starr. Dr. Ormella Cummings was absent.

ANNOUNCEMENTS

- President Starr announced that the July 2021 meeting remains subject to call. The next meeting will be August 19, 2021 at the Board Office.
- President Starr invited the university presidents to report on current activities on their campuses.

EXECUTIVE SESSION

On motion by Trustee McNair, seconded by Trustee Ogletree, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Ogletree, seconded by Trustee Cunningham, all Trustees 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 a personnel matter at the Mississippi University for Women.
- Discussion of a personnel matter at Mississippi State University.

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

The Board discussed a personnel matter at the Mississippi University for Women. No action was taken.

The Board discussed a personnel matter at Mississippi State University. No action was taken.

On motion by Trustee Cunningham, seconded by Trustee Cummings, with Trustee Martin absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.
ADJOURNMENT

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

_____________________________________________________________
President, Board of Trustees of State Institutions of Higher Learning

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

Composite
Exhibit 1 Fiscal year ending 2021 Operating Budgets for the system.

Exhibit 2 FY 2023 proposed funding priorities for the 2023 Legislative Budget Request.

Exhibit 3 Real Estate items that were approved by the IHL Board staff subsequent to the May 20, 2021 Board meeting.

Exhibit 4 Report of the payment of legal fees to outside counsel.
## Total Operating Budget
### FY 2022

<table>
<thead>
<tr>
<th>Appropriation</th>
<th>Self Generated</th>
<th>Budget</th>
<th>Percent Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education &amp; General</td>
<td>$359,736,031</td>
<td>$910,649,247</td>
<td>1,270,385,278</td>
</tr>
<tr>
<td>Capital Funds</td>
<td>13,239,631</td>
<td></td>
<td>13,239,631</td>
</tr>
<tr>
<td><strong>Total E&amp;G</strong></td>
<td><strong>372,975,662</strong></td>
<td><strong>910,649,247</strong></td>
<td><strong>1,283,624,909</strong></td>
</tr>
<tr>
<td>UMMC (1)</td>
<td>175,134,698</td>
<td>1,642,553,739</td>
<td>1,817,688,437</td>
</tr>
<tr>
<td>Agricultural</td>
<td>84,358,420</td>
<td>55,146,975</td>
<td>139,505,395</td>
</tr>
<tr>
<td>Student Financial Aid (2)</td>
<td>49,107,957</td>
<td>1,336,000</td>
<td>50,443,957</td>
</tr>
<tr>
<td>Subsidiary</td>
<td>35,775,777</td>
<td>30,967,352</td>
<td>66,743,129</td>
</tr>
<tr>
<td>Restricted</td>
<td>-</td>
<td>1,062,263,491</td>
<td>1,062,263,491</td>
</tr>
<tr>
<td><em>Ayers</em></td>
<td>9,309,762</td>
<td>2,986,684</td>
<td>12,296,446</td>
</tr>
<tr>
<td>Auxiliary</td>
<td>-</td>
<td>450,789,876</td>
<td>450,789,876</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>726,662,276</strong></td>
<td><strong>4,156,693,364</strong></td>
<td><strong>4,883,355,640</strong></td>
</tr>
</tbody>
</table>

(1) Includes $4,941,899 in Capital Expense Funds from appropriations.
(2) Non-IHL Budget.
(3) Includes Non-IHL Budget for MS Commission for Volunteer Services.

June 17, 2021

Finance Agenda
## Total Operating Budget
### Original FY 2021 Compared to FY 2022

<table>
<thead>
<tr>
<th>Budget</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>Dollar Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education &amp; General</td>
<td>$1,225,258,002</td>
<td>1,270,385,278</td>
<td>$45,127,276</td>
<td>3.7%</td>
</tr>
<tr>
<td>CARES Act Funds Campus</td>
<td>41,213,440</td>
<td>-</td>
<td>(41,213,440)</td>
<td>-100.0%</td>
</tr>
<tr>
<td>Capital Funds</td>
<td>-</td>
<td>13,239,631</td>
<td>13,239,631</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Total E&amp;G</td>
<td>$1,266,471,442</td>
<td>1,283,624,909</td>
<td>17,153,467</td>
<td>1.4%</td>
</tr>
<tr>
<td>UMMC</td>
<td>1,716,765,192</td>
<td>1,817,688,437</td>
<td>100,923,245</td>
<td>5.9%</td>
</tr>
<tr>
<td>Agricultural</td>
<td>136,221,147</td>
<td>139,505,395</td>
<td>3,284,248</td>
<td>2.4%</td>
</tr>
<tr>
<td>Student Financial Aid</td>
<td>43,421,128</td>
<td>50,443,957</td>
<td>7,022,829</td>
<td>16.2%</td>
</tr>
<tr>
<td>Subsidiary</td>
<td>63,576,457</td>
<td>66,743,129</td>
<td>3,166,672</td>
<td>5.0%</td>
</tr>
<tr>
<td>Restricted</td>
<td>980,188,672</td>
<td>1,062,263,491</td>
<td>82,074,819</td>
<td>8.4%</td>
</tr>
<tr>
<td>Ayers</td>
<td>9,375,843</td>
<td>12,296,446</td>
<td>2,920,603</td>
<td>31.2%</td>
</tr>
<tr>
<td>Auxiliary</td>
<td>421,149,525</td>
<td>450,789,876</td>
<td>29,640,351</td>
<td>7.0%</td>
</tr>
<tr>
<td>Total Budget</td>
<td>$4,637,169,406</td>
<td>$4,883,355,640</td>
<td>$246,186,234</td>
<td>5.3%</td>
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</tbody>
</table>

June 17, 2021

Finance Agenda
## Education & General
### Operating Budget (Excludes *Ayers* Funds)
#### FY 2021 and FY 2022

<table>
<thead>
<tr>
<th>Institution</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASU</td>
<td>$51,982,526</td>
<td>$53,861,146</td>
<td>$1,878,620</td>
<td>3.6%</td>
</tr>
<tr>
<td>DSU</td>
<td>49,545,933</td>
<td>50,071,960</td>
<td>526,027</td>
<td>1.1%</td>
</tr>
<tr>
<td>JSU</td>
<td>91,747,905</td>
<td>93,303,647</td>
<td>1,555,742</td>
<td>1.7%</td>
</tr>
<tr>
<td>MSU</td>
<td>377,350,919</td>
<td>397,978,816</td>
<td>20,627,907</td>
<td>5.5%</td>
</tr>
<tr>
<td>MUW</td>
<td>37,123,949</td>
<td>38,225,349</td>
<td>1,101,400</td>
<td>3.0%</td>
</tr>
<tr>
<td>MVSU</td>
<td>29,266,625</td>
<td>30,460,368</td>
<td>1,193,743</td>
<td>4.1%</td>
</tr>
<tr>
<td>UM</td>
<td>386,339,525</td>
<td>396,899,598</td>
<td>10,560,073</td>
<td>2.7%</td>
</tr>
<tr>
<td>USM</td>
<td>201,670,730</td>
<td>209,354,504</td>
<td>7,683,774</td>
<td>3.8%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,225,028,112</strong></td>
<td><strong>$1,270,155,388</strong></td>
<td><strong>$45,127,276</strong></td>
<td><strong>3.7%</strong></td>
</tr>
</tbody>
</table>

Note: Excludes Capital Expense Funds and CARES Act Funds.

June 17, 2021

Finance Agenda
## Education and General Functional Budget
Change in FY 2021 Original Budget to FY 2022

<table>
<thead>
<tr>
<th>Functional Area</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>Dollar Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>$472,812,250</td>
<td>$505,878,303</td>
<td>$33,066,053</td>
<td>6.99%</td>
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<tr>
<td>Research</td>
<td>33,649,918</td>
<td>33,219,930</td>
<td>$429,988</td>
<td>-1.28%</td>
</tr>
<tr>
<td>Public Service</td>
<td>5,399,520</td>
<td>5,710,564</td>
<td>311,044</td>
<td>5.76%</td>
</tr>
<tr>
<td>Academic Support</td>
<td>118,582,945</td>
<td>120,293,939</td>
<td>1,710,994</td>
<td>1.44%</td>
</tr>
<tr>
<td>Student Services</td>
<td>73,324,179</td>
<td>77,379,594</td>
<td>4,055,415</td>
<td>5.53%</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>152,646,712</td>
<td>142,231,649</td>
<td>-10,415,063</td>
<td>-6.82%</td>
</tr>
<tr>
<td>Operations &amp; Maintenance</td>
<td>123,852,608</td>
<td>125,393,044</td>
<td>1,540,436</td>
<td>1.24%</td>
</tr>
<tr>
<td>Scholarships</td>
<td>241,249,172</td>
<td>256,114,024</td>
<td>14,864,852</td>
<td>6.16%</td>
</tr>
<tr>
<td>Transfers</td>
<td>3,510,808</td>
<td>3,934,341</td>
<td>423,533</td>
<td>12.06%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,225,028,112</strong></td>
<td><strong>$1,270,155,388</strong></td>
<td><strong>$45,127,276</strong></td>
<td><strong>3.68%</strong></td>
</tr>
</tbody>
</table>

Note: Excludes Capital Expense Funds and CARES Act Funds.

June 17, 2021

Finance Agenda
## Education and General Major Object Category Budget Change in FY 2021 Original Budget to FY 2022

<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>Dollar Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$795,658,366</td>
<td>$825,537,450</td>
<td>$29,879,084</td>
<td>3.8%</td>
</tr>
<tr>
<td>Travel</td>
<td>7,810,658</td>
<td>8,324,209</td>
<td>513,551</td>
<td>6.6%</td>
</tr>
<tr>
<td>Contractual</td>
<td>371,363,639</td>
<td>383,583,229</td>
<td>12,219,590</td>
<td>3.3%</td>
</tr>
<tr>
<td>Commodities</td>
<td>16,715,951</td>
<td>19,465,674</td>
<td>2,749,723</td>
<td>16.4%</td>
</tr>
<tr>
<td>Capital</td>
<td>16,116,146</td>
<td>15,838,169</td>
<td>(277,977)</td>
<td>-1.7%</td>
</tr>
<tr>
<td>Other</td>
<td>17,363,352</td>
<td>17,406,657</td>
<td>43,305</td>
<td>0.2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,225,028,112</strong></td>
<td><strong>$1,270,155,388</strong></td>
<td><strong>$45,127,276</strong></td>
<td><strong>3.68%</strong></td>
</tr>
</tbody>
</table>

Note: Excludes Capital Expense Funds and CARES Act Funds.

June 17, 2021

Finance Agenda
## University of Mississippi Medical Center
### Operating Budget
#### FY 2021 Compared to FY 2022

<table>
<thead>
<tr>
<th>Budget</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>Dollar Change</th>
<th>Percent Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>School of Dentistry</td>
<td>$17,603,656</td>
<td>$17,949,353</td>
<td>345,697</td>
<td>2.0%</td>
</tr>
<tr>
<td>School of Health Related Professions</td>
<td>8,376,973</td>
<td>8,505,605</td>
<td>128,632</td>
<td>1.5%</td>
</tr>
<tr>
<td>School of Medicine</td>
<td>164,728,255</td>
<td>181,225,287</td>
<td>16,497,032</td>
<td>10.0%</td>
</tr>
<tr>
<td>School of Population Health</td>
<td>5,657,600</td>
<td>6,704,527</td>
<td>1,046,927</td>
<td>18.5%</td>
</tr>
<tr>
<td>School of Nursing</td>
<td>12,577,179</td>
<td>14,124,540</td>
<td>1,547,361</td>
<td>12.3%</td>
</tr>
<tr>
<td>Service Area</td>
<td>185,724,977</td>
<td>187,442,411</td>
<td>1,717,434</td>
<td>0.9%</td>
</tr>
<tr>
<td>University Hospital</td>
<td>1,315,878,552</td>
<td>1,401,736,714</td>
<td>85,858,162</td>
<td>6.5%</td>
</tr>
<tr>
<td>CARES Act Funds</td>
<td>6,218,000</td>
<td>-</td>
<td>(6,218,000)</td>
<td>-100.0%</td>
</tr>
<tr>
<td><strong>Total Budget</strong></td>
<td><strong>$1,716,765,192</strong></td>
<td><strong>$1,817,688,437</strong></td>
<td><strong>$100,923,245</strong></td>
<td><strong>5.88%</strong></td>
</tr>
</tbody>
</table>

Note: Auxiliary budget and restricted budget aggregated in the system presentation.
### COMPOSITE EXHIBIT 1

#### Subsidiary Units
(includes Executive Office, University Press & Student Financial Aid)

#### Change in Total Operating Budget
FY 2021 to FY 2022

<table>
<thead>
<tr>
<th>Subsidiary Unit</th>
<th>FY 2021</th>
<th>FY 2022</th>
<th>Change</th>
<th>Percent Change</th>
<th>Percent Appropriation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Research Center</td>
<td>$450,959</td>
<td>$506,111</td>
<td>$55,152</td>
<td>12.23%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Center for Advanced Vehicular Systems</td>
<td>$4,382,262</td>
<td>$4,623,419</td>
<td>$241,157</td>
<td>5.50%</td>
<td>100.00%</td>
</tr>
<tr>
<td>State Chemical Laboratory</td>
<td>$2,076,665</td>
<td>$2,251,905</td>
<td>$175,240</td>
<td>8.44%</td>
<td>77.64%</td>
</tr>
<tr>
<td>Water Resources Research Institute</td>
<td>$351,676</td>
<td>$351,676</td>
<td>$0</td>
<td>0.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Stennis Institute</td>
<td>$734,225</td>
<td>$741,318</td>
<td>$7,093</td>
<td>0.97%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Alcohol Safety Education Program (Special Funds)</td>
<td>$1,797,438</td>
<td>$1,816,761</td>
<td>$19,323</td>
<td>1.08%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Law Research Institute</td>
<td>$801,975</td>
<td>$818,324</td>
<td>$16,349</td>
<td>2.04%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Mineral Resources Institute</td>
<td>$335,281</td>
<td>$342,489</td>
<td>$7,208</td>
<td>2.15%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Research Institute of Pharmaceutical Sciences</td>
<td>$3,259,181</td>
<td>$3,416,812</td>
<td>$157,631</td>
<td>4.84%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Supercomputer</td>
<td>$627,431</td>
<td>$630,650</td>
<td>$3,219</td>
<td>0.51%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Small Business Center</td>
<td>$296,238</td>
<td>$312,113</td>
<td>$15,875</td>
<td>5.36%</td>
<td>86.37%</td>
</tr>
<tr>
<td>Center for Manufacturing Excellence</td>
<td>$2,661,973</td>
<td>$2,885,579</td>
<td>$223,606</td>
<td>8.40%</td>
<td>100.00%</td>
</tr>
<tr>
<td>State Court Education Program</td>
<td>$1,699,795</td>
<td>$2,219,022</td>
<td>$519,227</td>
<td>30.55%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Mississippi Polymer Institute</td>
<td>$599,104</td>
<td>$667,563</td>
<td>$68,459</td>
<td>11.43%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Gulf Coast Research Laboratory</td>
<td>$9,652,966</td>
<td>$9,880,296</td>
<td>$227,330</td>
<td>2.36%</td>
<td>82.81%</td>
</tr>
<tr>
<td>Stennis Center</td>
<td>$342,550</td>
<td>$345,515</td>
<td>$2,965</td>
<td>0.87%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Executive Office</td>
<td>$33,506,738</td>
<td>$27,351,805</td>
<td>($6,154,933)</td>
<td>-18.37%</td>
<td>26.81%</td>
</tr>
<tr>
<td>Student Financial Aid</td>
<td>$43,421,128</td>
<td>$50,443,957</td>
<td>$7,022,829</td>
<td>16.17%</td>
<td>97.35%</td>
</tr>
<tr>
<td>University Press</td>
<td>$2,901,673</td>
<td>$2,886,795</td>
<td>($14,878)</td>
<td>-0.51%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

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June 17, 2021

Finance Agenda
FY 2023 Legislative Funding Priorities
Request Based on 2\textsuperscript{nd} Year of 6-Year Plan to Reach SREB Median Salaries

<table>
<thead>
<tr>
<th>Budget</th>
<th>FY 2022</th>
<th>FY 2023</th>
<th>Requested Increase</th>
<th>Percent Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campuses</td>
<td>$359,736,031</td>
<td>$395,499,231</td>
<td>$35,763,200</td>
<td>9.9%</td>
</tr>
<tr>
<td>Capital Funds</td>
<td>13,239,631</td>
<td>14,500,000</td>
<td>$1,260,369</td>
<td>9.5%</td>
</tr>
<tr>
<td>Total E&amp;G Request</td>
<td>372,975,662</td>
<td>409,999,231</td>
<td>$37,023,569</td>
<td>9.9%</td>
</tr>
<tr>
<td>UMMC</td>
<td>170,192,799</td>
<td>182,992,799</td>
<td>$12,800,000</td>
<td>7.5%</td>
</tr>
<tr>
<td>UMMC Capital Funds</td>
<td>4,941,899</td>
<td>18,041,899</td>
<td>$13,100,000</td>
<td>265.1%</td>
</tr>
<tr>
<td>Total UMMC</td>
<td>175,134,698</td>
<td>201,034,698</td>
<td>25,900,000</td>
<td>14.8%</td>
</tr>
<tr>
<td>SFA (1)</td>
<td>49,107,957</td>
<td>49,107,957</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Subsidiaries</td>
<td>35,415,777</td>
<td>37,044,048</td>
<td>$1,628,271</td>
<td>4.6%</td>
</tr>
<tr>
<td>Agriculture</td>
<td>84,358,420</td>
<td>92,709,904</td>
<td>$8,351,484</td>
<td>9.9%</td>
</tr>
<tr>
<td>Ayers (2)</td>
<td>6,733,000</td>
<td>-</td>
<td>($6,733,000)</td>
<td>-100.0%</td>
</tr>
<tr>
<td><strong>Total Request</strong></td>
<td><strong>$723,725,514</strong></td>
<td><strong>$789,895,838</strong></td>
<td><strong>$66,170,324</strong></td>
<td><strong>9.1%</strong></td>
</tr>
</tbody>
</table>

(1) This appropriation request is approved by the Postsecondary Board. This Board has not yet acted on an appropriation request for FY 2023.
(2) This request is consistent with the payment schedule in the Ayers settlement.

June 17, 2021
Finance Agenda
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE MAY 20, 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.

ALCORN STATE UNIVERSITY

1. **ASU- GS 101-310– New Faculty and Staff Housing**
   
   **NOTE:** This is a Bureau of Building project
   
   **Approval Request #1: Change Order #6**
   
   Board staff approved Change Order #6 in the amount of $42,526.00 and eighty-four (84) additional days to the contract of Ergon Construction Group.
   
   **Approval Status & Date:** APPROVED, May 17, 2021
   
   **Change Order Description:** Change Order #6 includes the following items: provided additional sod for the remaining courtyard, back of all curbs, area at the entry sign location and remaining sidewalk to curbs and around the perimeter of two buildings refuse areas; provided single type “L” fixture and pole for lighting at the gate pump station; provided 12” overhangs at the island countertops in seven (7) units; provided eight (8) security camera licenses for the security gate access and removed the network switch for credit; provided Trendnet TI-PG541 5 port hardened industrial gigabit rates for 158 degrees Fahrenheit to serve the eight (8) security cameras with a wireless operation system for access security gates in lieu of the original Trendnet rated for 104 degrees Fahrenheit; and eighty-four days to the contract, of which seven (7) were due to weather delays.
   
   **Change Order Justification:** These changes were due to weather; 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 $719,537.80.
   
   **Project Initiation Date:** April 20, 2017
   
   **Design Professional:** Architecture South
   
   **General Contractor:** Ergon Construction Group
   
   **Total Project Budget:** $10,500,000.00
DELTA STATE UNIVERSITY

2. **DSU- GS 102-266 – HVAC Improvements (Aquatic Center)**
   
   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #2**
   
   Board staff approved Change Order #2 in the amount of $13,472.98 and two hundred seventy (270) additional days to the contract of Upchurch Plumbing, Inc.
   
   **Approval Status & Date:** APPROVED, May 17, 2021
   
   **Change Order Description:** Change Order #2 includes the following items: removed and replaced the existing high point bleeder valves; and two hundred seventy (270) 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:** Two (2) change orders for a total amount of $12,915.98.

   **Project Initiation Date:** January 17, 2019
   
   **Design Professional:** Engineering Resource Group
   
   **General Contractor:** Upchurch Plumbing, Inc.

   **Total Project Budget:** $1,513,472.98

MISSISSIPPI STATE UNIVERSITY

3. **MSU- IHL 205-316 – Summer Parking Lots 2021**

   **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 May 14, 2021 to initiate a project, Summer parking Lots 2021.

   **Interim Approval Status & Date:** APPROVED, May 14, 2021

   **Approval Request #2: Contract Documents**
   
   Board staff approved Contract Documents as submitted by Neel Schaffer, Inc.

   **Approval Status & Date:** APPROVED, May 24, 2021

   **Approval Request #3: Advertise**
   
   Board staff approved request to advertise for receipt of bids.

   **Approval Status & Date:** APPROVED, May 24, 2021

   **Approval Request #4: Award of Construction Contract**
   
   Board staff approved the Award of Contract in the amount of $999,723.58 to the apparent low bidder, Burns Dirt Construction.

   **Approval Status & Date:** APPROVED, May 24, 2021

   **Project Initiation Date:** May 14, 2021

   **Design Professional:** Neel Shafer, Inc.
   
   **General Contractor:** Burns Dirt Construction.

   **Total Project Budget:** $1, 200,000.00
4. **MSU- IHL 413-144 – Sustainable Bioproducts Facilities PH I (Reroofing)**  
   **Approval Request #1: Contract Documents**  
   Board staff approved Contract Documents as submitted by Pryor Morrow  
   **Approval Status & Date:** APPROVED, May 17, 2021  
   **Approval Request #2: Advertise**  
   Board staff approved request to advertise for receipt of bids.  
   **Approval Status & Date:** APPROVED, May 17, 2021  
   **Project Initiation Date:** December 10, 2019  
   **Design Professional:** Pryor Morrow  
   **General Contractor:** TBD  
   **Total Project Budget:** $5,000,000.00

5. **MSU- IHL 413-144 – Sustainable Bioproducts Facilities PH II (Building 4/ General Works)**  
   **Approval Request #1: Contract Documents**  
   Board staff approved Contract Documents as submitted by Pryor Morrow  
   **Approval Status & Date:** APPROVED, May 21, 2021  
   **Approval Request #2: Advertise**  
   Board staff approved request to advertise for receipt of bids.  
   **Approval Status & Date:** APPROVED, May 21, 2021  
   **Project Initiation Date:** December 10, 2019  
   **Design Professional:** Pryor Morrow  
   **General Contractor:** TBD  
   **Total Project Budget:** $5,000,000

**UNIVERSITY OF MISSISSIPPI**

6. **UM- IHL #207-454– Data Center Facility Renovation**  
   **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 May 14, 2021 to appoint Duvall Decker Architects, P. A. as the Design Professional.  
   **Interim Approval Status & Date:** APPROVED, May 24, 2021  
   **Project Initiation Date:** June 20, 2019  
   **Design Professional:** Duvall Decker Architects, P.A.  
   **General Contractor:** TBD  
   **Total Project Budget:** $1,000,000.00

7. **UM- IHL #207-468– Art, Theatre and Film Department Facilities (Preplan)**  
   **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 May 14, 2021 to appoint Eley Guild Hardy Architects P. A. as the Design Professional.
Interim Approval Status & Date: APPROVED, May 27, 2021
Project Initiation Date: January 16, 2015
Design Professional: Eley Guild Hardy Architects
General Contractor: TBD
Total Project Budget: $185,000.00 (Design Fees Only)

8. **UM- IHL 400-001 – Jim and Thomas Duff Center for Science and Technology Innovation**
   Approval Request #1: Contract Documents
   Board staff approved Contract Documents as submitted by McCarty Architects
   Approval Status & Date: APPROVED, May 28, 2021
   Approval Request #2: Advertise
   Board staff approved request to advertise for receipt of bids.
   Approval Status & Date: APPROVED, May 28, 2021
   Project Initiation Date: January 16, 2012
   Design Professional: McCarty Architects
   General Contractor: TBD
   Total Project Budget: $175,200,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

9. **UMMC- IHL #109-223– Clinical Research Unit**
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #12
   Board staff approved Change Order #12 in the amount of $10,676.40 and fourteen (14) additional days to the contract of Fountain Construction Co., Inc.
   Approval Status & Date: APPROVED, May 7, 2021
   Change Order Description: Change Order #12 includes the following items: changes made to stainless steel and elevator door surround on the first floor; provided recommissioning of the HVAC controls system; and fourteen (14) days to the contract.
   Change Order Justification: These changes are necessary due to user/owner requested modifications; and days for work as indicated herein.
   Total Project Change Orders and Amount: Twelve (12) change orders for a total amount of $1,040,824.80.
   Project Initiation Date: May 18, 2017
   Design Professional: Foil Wyatt Architects
   General Contractor: Fountain Construction Co., Inc.
   Total Project Budget: $7,683,767.14

10. **UMMC- IHL #209-575– 6th Floor West Renovations**
    Approval Request #1: Award of Construction Contract
    Board staff approved the Award of Contract in the amount of $2,681,500.00 to the apparent low bidder, Fountain Construction Company.
    Approval Status & Date: APPROVED, May 7, 2021
Approval Request #2: Change Order #1
Board staff approved Change Order #1 in the amount of $111,424.58 and five (5) additional days to the contract of Fountain Construction Co., Inc.
Approval Status & Date: APPROVED, May 10, 2021
Change Order Description: Change Order #1 includes the following items: changed solid surface countertops from ¾” to ½”; insulation abatement performed in the penthouse and twenty (20) fan coil units; replaced blinds with roller shades; surveyed and abatement to pipes on bath chases; changes made to wall construction for the 6 west wing; credit to delete the shower seat in all of the patient bathrooms; modifications to the ductwork and two (2) fire dampers; rerouted vent pipes in three (3) locations; added two (2) smoke detectors in two (2) storage rooms; repaired a leaking steam valve and installed new valves; added a refrigerator and an ice maker; added telemedicine receptacles; installed emergency power and rated wall sleeves in the data closet, plus core drilling four slabs between the data room below; window infill panels and five (5) days to the contract.
Total Project Change Orders and Amount: One (1) change order for a total amount of $111,424.58.
Project Initiation Date: July 23, 2020
Design Professional: Foil Wyatt Architects
General Contractor: Fountain Construction Company
Total Project Budget: $4,466,600.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

11. USM- GS #114-023 – Science Building Infiltration Repairs
NOTE: This is a Bureau of Building project
Approval Request #1: Design Development Documents
Board staff approved the Design Development Documents as submitted by Shafer-Zahner-Zahner, PLLC
Approval Status & Date: APPROVED, June 2, 2021
Project Initiation Date: February 5, 2021
Design Professional: Shafer-Zahner-Zahner, PLLC
General Contractor: TBD
Total Project Budget: $2,700,000.00
EXHIBIT 4
June 17, 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 (statement dated 5/1/21) from the funds of Jackson State University. (This statement, in the amount of $500.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................$ 500.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 5/12/21) from the funds of Mississippi State University. (This statement, in the amount of $687.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 687.50

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 5/1/21) from the funds of Mississippi State University. (This statement, in the amount of $1,333.33, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.................................................................$ 1,333.33

Payment of legal fees for professional services rendered by the Winfield Law Firm (statements dated 4/13/21 and 5/5/21) from the funds of Mississippi State University. (These statements, in the amounts of $2,497.50 and $337.50, respectively, represents services and expenses in connection with legal advice.)

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

Payment of legal fees for professional services rendered by the Brunini Law Firm (statement dated 5/12/21) from the funds of the University of Mississippi. (This statement, in the amount of $900.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 900.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 5/14/21 and 5/18/21) from the funds of the University of Mississippi. (These statements, in the amounts of $13,039.00 and $4,848.89, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.................................................................$ 17,887.89
EXHIBIT 4  
June 17, 2021

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 11/16/20 and 5/10/21) from the funds of the University of Mississippi. (These statements, in the amounts of $2,247.50 and $5,469.70, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE..................................................$  7,717.20

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 5/1/21 and 5/1/21) from the funds of the University of Mississippi. (These statements, in the amounts of $37.57 and $519.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE..................................................$  556.57

Payment of legal fees for professional services rendered by Wise Carter (statement dated 5/4/21) from the funds of the University of Mississippi. (This statement, in the amount of $51,350.80, represents services and expenses in connection with general legal advice.)

TOTAL DUE..................................................$  51,350.80

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 4/2/21, 4/16/21, 4/16/21, 5/12/21 and 5/12/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $206.50, $663.75, $74,880.83, $501.50 and $59.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..................................................$  76,311.58

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 3/23/21 and 3/23/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,056.00 and $1,997.00, represent services and expenses in connection with legal advice.)

TOTAL DUE..................................................$  3,053.00

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 9/29/20, 9/29/20, 3/26/21 and 4/27/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $181.50, $132.00, $3,214.11 and $1,089.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..................................................$  4,616.61

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 4/7/21, 4/7/21, 5/5/21 and 5/5/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,245.57, $7,098.32,
$4,799.25 and $793.80, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**……………………………………………….$ 13,936.94

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 4/15/21, 4/26/21, 5/3/21, 5/3/21 and 5/4/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,425.50, $1,411.00, $82.50, $313.50 and $33.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**……………………………………………….$ 4,265.50

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 4/12/21 and 4/21/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $10,320.00 and $215.46, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**……………………………………………….$ 10,535.46

Payment of legal fees for professional services rendered by Taylor, Wellons, Politz, Duhe, APLC (statements dated 5/7/21 and 5/7/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $481.70 and $643.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE**……………………………………………….$ 1,125.20

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 2/28/21, 3/25/21, 3/25/21, 3/25/21, 4/21/21, 4/21/21, 4/21/21, 4/21/21, 4/23/21, 5/3/21, 5/3/21 and 5/3/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $288.00, $4,236.00, $5,330.55, $12,347.29, $33.00, $550.50, $331.50, $73.50, $1,128.00, $6,215.12 and $756.37, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**……………………………………………….$ 31,289.83

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 4/20/21, 4/20/21, 4/20/21, 4/20/21 and 5/1/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,457.00, $2,277.00, $7,672.50, $7,513.25 and $610.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**……………………………………………….$ 20,530.25
EXHIBIT 4
June 17, 2021

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 5/17/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $18,416.55, represents services and expenses in connection with legal advice.)

TOTAL DUE........................................................................................................$ 18,416.55

Payment of legal fees for professional services rendered by Butler Snow (statement dated 5/12/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $11,772.48, represents services and expenses in connection with legal advice.)

TOTAL DUE........................................................................................................$ 11,772.48

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 5/1/21, 5/1/21, 5/1/21, 5/1/21 and 5/1/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $48.48, $1,000.00, $1,500.00, $1,000.00 and $1,500.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE........................................................................................................$ 5,048.48

Payment of legal fees for professional services rendered by Wise Carter (statements dated 5/17/21 and 5/17/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $1,482.00 and $2,340.00, represent services and expenses in connection with legal advice.)

TOTAL DUE........................................................................................................$ 3,822.00

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 5/10/21, 5/10/21 and 5/13/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - $614.50; “Recombinant Fimbrial Protein of Aeromonas Hydrophila as Vaccine in Catfish” - $401.50; and “IP and Regulatory Matters” - $4,565.90.)

TOTAL DUE........................................................................................................$ 5,581.90

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statement dated 5/13/21) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Rapid Assay Methods and Kits for Detecting Neutralizing Antibody for Sars-Cov-2 Using Lateral Flow Assay and Enzyme-Linked Immunosorbent Assay” - $1,625.00.)

TOTAL DUE........................................................................................................$ 1,625.00
Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 5/17/21, 5/17/21 and 5/21/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Polymers and Co-Polymers for Polymer Matrix Composites and High Yield Carbon-Carbon-Composite Structures Therefrom” - $38.00; “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $75.00; and “Review Existing Patent and Provide Strategy Recommendation for Zirconium Light Emission” - $875.00, respectively.)

TOTAL DUE.................................................................$ 988.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 5/13/21 and 5/13/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patent/intellectual property matters: “Trademark Matters” - $2,758.50; and “The Grove Collection Trademarks” - $1,121.00.)

TOTAL DUE.................................................................$ 3,879.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/23/21, 3/23/21, 3/23/21, 3/23/21, 3/31/21, 3/31/21, 3/31/21, 3/31/21, 4/26/21 and 5/18/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $26.00, $104.00, $104.00, $312.00, $520.00, $200.00, $350.00, $5,274.89, $1,520.00, $520.00 and $728.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.................................................................$ 9,668.89

Payment of legal fees for professional services rendered by Workman Nydegger (statement dated 4/21/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $4,197.50, represents services and expenses in connection with intellectual property patents.)

TOTAL DUE.................................................................$ 4,197.50
1. **MSU – SUSPENSION OF AN EXISTING ACADEMIC DEGREE PROGRAM**

   Board Policy 504 states: “A program may be suspended such that new students are not permitted to enroll, without obtaining Board approval, for a period not to exceed three academic years and may subsequently be reinstated by the institution within that period.”

   In accordance with Board policy, Mississippi State University submits notification of the suspension of an existing academic degree program. If no action is taken to reinstate the program, it will be removed from the Academic Program Inventory in fall 2024.

   **Program Title:** Doctor of Philosophy (Ph.D.) in Business Administration with a Concentration in Economics

   Academic Unit: Department of Finance and Economics, College of Business
   CIP Code, Sequence: 52.0201, 10009
   Total credit hours: 51 hours coursework, 20 dissertation hours
   Effective date: August 2021

   Number of students presently enrolled: 1
   Number of faculty affected: 0

   Other institutions in the state offering this program: UM – PhD in Economics through the College of Liberal Arts; JSU – PhD in Business Administration, Economics Concentration

   Reason for Suspension: Due to low enrollment for the past two admission cycles, MSU requests the suspension of this program. MSU will continue to support the doctoral program in finance by offering the core Ph.D. courses in economics. Suspension of the program will permit a better allocation of resources in support of the institution’s mission.

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

   Board Policy 510 states “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. Board approval represents permission to award degrees if all requirements are met and does not constitute direction to award a degree. In an exceptional case where a student is in all respects qualified for degree and Board approval has not been obtained, the Commissioner is authorized to provide administrative approval to award the degree. In such cases, the Commissioner must formally notify the Board at the meeting immediately following the commencement at which the degree was awarded.”
In accordance with Board policy, in July 2021, the Commissioner approved Mississippi University for Women to award degrees at the levels below, provided each candidate has met all degree requirements.

<table>
<thead>
<tr>
<th>Institution</th>
<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
<th>Total</th>
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<tr>
<td><strong>Mississippi University for Women</strong></td>
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<tr>
<td><strong>Undergraduate</strong></td>
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<td>Bachelor of Applied Science</td>
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<tr>
<td>Bachelor of Business Administration</td>
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<td>Bachelor of Professional Studies</td>
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<tr>
<td>Master of Art in Teaching</td>
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<tr>
<td>Master of Business Administration</td>
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<td>Master of Fine Art</td>
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<tr>
<td>Master of Public Health</td>
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<tr>
<td>Master of Science in Nursing</td>
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STAFF RECOMMENDATION: Board staff recommends approval of these items.
1. **JSU – APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH AWH-BP JACkSON HOTEL, LLC - DBA HILTON JACKSON**

**Agenda Item Request:** Jackson State University (JSU) requests approval to enter into a lease agreement with **AWH-BP Jackson Hotel, LLC - DBA HILTON JACKSON (Hilton)** for the lease of hotel rooms for the housing of students enrolled in its Executive Ph.D. program during various program dates.

**Contractor’s Legal Name:** AWH-BP Jackson Hotel, LLC - DBA HILTON JACKSON

**History of Contract:** This is a new agreement for hotel accommodations for JSU's EphD program. Hotel accommodations are arranged for the JSU EphD Program Cohorts which meet one weekend per month throughout each academic year (twice in July). The selected and approved hotel provides rooms, meals, conference and meeting space to accommodate the members during their participation in the EphD program.

**Specific Type of Contract:** Lease (hotel) agreement.

**Purpose:** The purpose of the agreement is to lease hotel rooms monthly for those students who participate in JSU’s Executive Ph.D. program. The JSU’s Executive Ph.D. program runs from September 2021 through July 2022.

**Scope of Work:** Under this agreement, Hilton will provide up to one hundred sixty (160) room nights per event dates beginning September 1, 2021 through July 30, 2022. In addition, Hilton will provide meeting rooms, a complimentary rooms for program-related staff participants, banquet facilities, internet service, parking, and complimentary breakfast.

**Term of Contract:** The term of the new contract is one year, beginning on September 1, 2021 and expiring July 30, 2022.

**Termination Options:** The agreement may be terminated for the following:

- failure to comply with E-verify warranties;
- violation of conflict of interest law;
- by reduction of funds;
- by either party due to Force Majeure;
- by either party for a breach of the terms of the agreement.
Contract Amount: The total estimated cost of the agreement is $176,580.00. This cost is based on the use of approximately one hundred sixty (160) room nights at a rate of $109 per room from September 2021 through July 2022.

Funding Source of Contract: The agreement will be funded with E&G Funds.

Contractor Selection Process: JSU Executive PhD Program obtained quotes from the Westin Jackson Downtown, the Hampton Inn Ridgeland, and the Hilton Jackson County Line Rd. JSU’s Executive PhD Program determined that the Hilton Jackson offered the best and lowest quote with the most accommodations.

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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. MSU – APPROVAL TO ENTER INTO A SOFTWARE PURCHASE AND SUBSCRIPTION AGREEMENT WITH BABEL STREET, LLC

Agenda Item Request: Contract Renewal with Babel Street for the following services:
- The Babel Street® web-based application, Babel X®, is a multi-lingual, geo-enabled, text analytics software as a service (SaaS) solution.
- Babel BOX®, or Blended Onsite eXploitation, refers to the on-premises, hosted solution of Babel Street’s commercial software.

Contractor’s Legal Name: Babel Street, Inc.

History of Contract: As part of a funded MSU research project to develop an Open Source Center of Excellence, MSU researchers need to have access to massive amounts of digital content observed in blogs, social media, on-line web forums, and other media outlets across multiple languages. We need these data sources to be integrated into a single platform. We have concluded after researching possible solutions that Babel Street’s software suite is the only software that can meet all the technical requirements of our government contract, particularly (but not limited to) the requirement to have a singular platform that is capable of dealing with a diverse totality of multi-source, multi-lingual data.

For searches on a customer’s own infrastructure, Babel Street offers Babel BOX. This is the only solution that will provide a search capability equivalent to their web-based product to search our own data holdings across languages. In addition, the combination of Babel X and Babel BOX create a unique capability to fuse publicly available information with proprietary information and render it discoverable across languages.
Babel Street maintains all proprietary rights to its source code, issued patents and pending patents, and other technology. Babel Street has not issued any rights or licenses to others to develop a similar or competing product. There is no other vendor from which we can obtain Babel Street products and our contract award from the U.S. Government includes the use of Babel Street’s products by name.

**Specific Type of Contract:** Software Purchase and Subscription

**Purpose:** This is a software purchase and subscription required to comply with a grant from the U.S. Department of Defense which specifies the use of Babel Street’s products.

**Scope of Work:** Purchase and support of software products to support research.

**Term of Contract:** Contract will begin on September 1, 2021 and will expire on August 31, 2022 with an option to renew, if funding is available, for up to an additional four (4) years in separate periods, where each extension shall not to exceed one (1) year. Any additional terms shall be renegotiated by the parties prior to the beginning of the renewal term, however, the parties agree that the fee associated with the extension shall not increase more than 2.5% based on the previous year’s annual fees.

**Contract Amount:** $1M for the first year with the possibility of additional terms, not to exceed four additional years in total, where each new term shall not increase rates more than 2.5% based on the previous year’s annual fees.

**Funding Source for Contract:** Federal and State funds

**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.

**Contractor Selection Process:** A sole source notice was posted in the newspaper and appropriate internet sites prior to the original agreement. Paperwork has been submitted to MSDITS for approval and we expect approval in July. No contract will be signed until after we have obtained approval from IHL and MSDITS.

**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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. **MSU – APPROVAL TO ENTER INTO A STAFFING AGREEMENT WITH CPI-WS, LLC**

**Agenda Item Request:** Mississippi State University, for and on behalf of its Athletics department, requests approval to enter into a contract for staffing services with CPI-WS, LLC.

**Contractor’s Legal Name:** CPI-WS, LLC

**History of Contract:** The University currently has a contract with CPI-WS, LLC for temporary staffing services that expires in September 2021. MSU intends to have multiple non-exclusive staffing services contracts going forward. Because of the unique needs of MSU Athletics, MSU Athletics will utilize a new contract with CPI-WS, LLC separate from other units of the University on a non-exclusive basis for services provided for MSU Athletics.

**Specific Type of Contract:** This is an agreement for CPI-WS, LLC to provide temporary staffing services for various events held at athletic facilities.

**Purpose:** The agreement will provide MSU Athletics with temporary staffing needs.

**Scope of Work:** CPI-WS, LLC provides individuals to staff Athletics events and facilities to work in various operational capacities. These individuals will be assigned duties based on detailed event planning by MSU Athletics and CPI-WS, LLC. The specific duties could vary based on the needs for different athletic events.

**Term of Contract:** The Contract will begin on the date signed by both parties and will continue until August 31, 2026.

**Contract Amount:** The precise amount is dependent upon the frequency MSU Athletics utilizes CPI-WS, LLC to staff events. MSU Athletics anticipates spending approximately $550,000 per fiscal year, not to exceed $2,750,000 over the term of the agreement.

**Funding Source for Contract:** Athletic Department self-generated funds.

**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.

MSU may terminate for convenience (i.e., with or without cause) upon 10 days’ written notice to the Contractor.

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.

Contractor Selection Process: CPI-WS, LLC has worked with MSU Athletics extensively and successfully in the past. MSU Athletics prefers to maintain consistency of service. Additionally, this will not be an exclusive agreement so additional vendors might be utilized depending on the scope of the specific events or MSU Athletics needs.

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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. UM – APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH CARNEGIE DARTLET LLC

Agenda Item Request: The University of Mississippi Office of Admissions and University Marketing & Communications requests approval to amend a contract with Carnegie Dartlet LLC for Statement of Work #6, and University Marketing & Communications requests approval to amend a contract with Carnegie Dartlet LLC for Statement of Work #7.

Contractor’s Legal Name: Carnegie Dartlet LLC

History of Contract: UM is currently under a Master Service Agreement with Carnegie Dartlet LLC approved by the IHL Board in March of 2019. The addition of Statement of Work #2 was approved by the IHL Board in November of 2019. Statement of Work #3 and Amendment #1 were approved by the IHL Board in January of 2020. Statement of Work #4 and Amendment #2 were approved by the IHL Board in October 2020. Statement of Work #5 was approved by the IHL Board in January 2021.
Specific Type of Contract: This is an amendment to the Master Service Agreement to add a new Statement of Work #6 as well as a new Statement of Work #7.

Purpose: This contract amendment includes Statement of Work #6 (SOW6) which will provide digital marketing services to support the university’s enrollment and brand strategies. This contract amendment also includes Statement of Work #7 (SOW7) which outlines a proposal for a day-long training workshop for University Marketing & Communications content creators to learn creative and technical skills to better apply the Ole Miss brand.

Scope of Work: SOW6 details a eight-month proposed media plan for digital marketing and consulting services as well as a twelve-month proposed plan for analytics consulting. SOW7 details a day-long training workshop for up to 15 content creators to more effectively translate the Ole Miss story into powerful creative assets.

Term of Contract: The current MSA was scheduled to expire on March 22, 2021, but Amendment #2 extended the end date of the MSA to March 22, 2025. SOW6 has a twelve-month term, and SOW7 is for a one-day creative workshop.

Termination Options: As part of the Master Service Agreement, the amendment can be canceled for convenience by either party. The effective date of cancellation shall be sixty (60) days from the date of written notice of intent to cancel. In addition, this Agreement may be canceled with fourteen (14) days’ notice due to a breach of the terms of the Agreement. It may also be terminated immediately for bankruptcy, assignment for benefit of creditors, or if a receiver is appointed to control the business of the other party. This contract may be canceled for non-availability of funds in the event that the funds used to pay for the contract become unavailable due to a change or decrease in the legislative appropriation to The University of Mississippi.

Contract Amount: The amount of SOW6 is $478,312. The amount of SOW7 is $36,580. The addition of both SOW6 and 7 would increase the total amount of the existing Agreement to a sum not to exceed $1,428,354.38.

Funding Source for Contract: The source of funding for SOW6 will be split between University Marketing & Communications funds earmarked for the purpose of brand marketing as well as the Division of Enrollment Management funds earmarked for the purpose of enrollment marketing. The source of funding for SOW7 will be University Marketing & Communications funds earmarked for professional development and brand marketing.

Contractor Selection Process: For SOW6, the University Marketing & Communications department solicited quotes from Carnegie Dartlet as well as another digital marketing agency. The quote submitted by Carnegie Dartlet was the lowest of the two and included the lowest agency fees, thus allowing UM to optimize a digital marketing budget.
Similar to SOW2 that was approved in January 2020, the University Marketing & Communications department is choosing to partner with the same contractor that created and delivered the university’s most recent market research and corresponding brand personality. In order to better align our brand creative with that research and personality deliverable, this workshop outlined in SOW7 endeavors to train our content creators on how to develop assets that fit that personality.

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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. UM–APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH GAMEDAY DAILY SERVICES, LLC

Agenda Item Request: The University of Mississippi Athletics Department requests approval to enter into a contract with Gameday Daily Services, LLC.

Contractor’s Legal Name: Gameday Daily Services, LLC

History of Contract: This contract is a new contract.

Specific Type of Contract: This contract is a service agreement for daily cleaning services

Purpose: The purpose of this agreement is to establish a continuing relationship that is cooperative in nature and to help provide the University of Mississippi Athletics Department with staffing to clean The Pavilion at Ole Miss on a daily basis. These duties could include, but are not limited to, cleaning the seating areas, premium areas, office areas, dining areas, hauling trash to off-site dumpsters, restroom, and recycling.

Scope of Work: The scope of work will provide the University of Mississippi Athletics Department with staffing for cleaning positions as deemed necessary by the Athletics Department for The Pavilion at Ole Miss.

Term of Contract: This will be a one (1) year service agreement that can be renewed for additional one (1) year periods up to five (5) years in total.

Termination Options: The contract may be terminated by mutual agreement with sixty (60) days’ notice of termination.

The University of Mississippi may terminate the contract 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 the University 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 cost of this agreement is billed on a monthly rate with additional fees for working extra events by Gameday Daily Services, LLC. The estimated yearly cost would be approximately $130,800 per year for a total of $654,000 if all optional renewals are exercised.

**Funding Source for Contract:** The funding source for this contract is self-generated intercollegiate athletic revenues.

**Contractor Selection Process:** The selection of Gameday Daily Services, LLC was based on UM RFP 668 that was evaluated by the Athletics Department on pre-determined criteria listed in the RFP. Gameday Daily Services, LLC was one of six vendors submitting proposals and received the highest points in the evaluation of proposals while proposing the lowest costs.

**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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
Agenda Item Request: The University of Mississippi Athletics Department requests approval to enter into a contract with Gameday Management Services LLC for cleaning services in all venues prior to, during, and after events.

Contractor’s Legal Name: Gameday Management Services LLC

History of Contract: This contract is a new contract.

Specific Type of Contract: This contract is a service agreement for athletics events cleaning services.

Purpose: The purpose of this agreement is to establish a continuing relationship that is cooperative in nature and to help provide the University of Mississippi Athletics Department with staffing to clean athletics competition facilities before and after events. These duties could include, but are not limited to, cleaning the seating areas, premium areas, office areas, dining areas, hauling trash to off-site dumpsters, restroom, and recycling.

Scope of Work: The scope of work will provide the University of Mississippi Athletics Department with staffing for cleaning positions as deemed necessary by the Athletics Department for events hosted by the Ole Miss Athletics Department. These duties could include but are not limited to cleaning the seating areas, premium areas, hauling trash to off-site dumpsters, restroom attendants, and recycling.

Term of Contract: This will be a one (1) year service agreement that can be renewed for additional one (1) year periods up to five (5) years in total.

Termination Options: The contract may be terminated by mutual agreement with sixty (60) days’ notice of termination.

The University of Mississippi may terminate the contract 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 the University 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 cost of this agreement is billed on a rate structure for all scheduled events worked by Gameday Management Services. The estimated yearly cost based on an estimated amount of athletic events would be approximately $607,850 per year for a total of $3,039,250 if all optional renewals are exercised.

**Funding Source for Contract:** The funding source for this contract is self-generated intercollegiate athletic revenues.

**Contractor Selection Process:** The selection of Gameday Management Services, LLC was based on UM RFP 667 that was evaluated by the Athletics Department on pre-determined criteria listed in the RFP. Gameday Management Services LLC was one of six vendors submitting proposals and received the highest points in the evaluation of proposals while having the lowest costs of the responsive proposals.

**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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. **UM- APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH NICHOLAS SERVICES, LLC**

**Agenda Item Request:** The University of Mississippi (“UM”) requests that the Board of Trustees of State Institutions of Higher Learning (“IHL”) approve a lease agreement between UM and Nicholas Services, LLC d/b/a Nicholas Air (“Nicholas Air”) for a 250' x 290' parcel of land located on the west side of the University-Oxford Airport’s East Apron/Ramp area. The purpose of this request is to permit Nicholas Air to construct an airport hangar at the University/Oxford Airport which will provide significant economic opportunity for UM as well as the City of Oxford.

**Contractor’s Legal Name:** Nicholas Services, LLC d/b/a Nicholas Air

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

**Specific Type of Contract:** This is a Lease Agreement

**Purpose:** The purpose of this request is to permit Nicholas Air to construct an airport hangar at the University/Oxford Airport which will provide significant economic opportunity for UM as well as the City of Oxford.
Scope of the Project: This is a lease agreement for a 250' x 290' parcel of land located on the west side of the University-Oxford Airport’s East Apron/Ramp area. Nicholas Air will also have the right of first refusal to an adjacent 250' x 290' parcel. Nicholas Air plans to construct an airport hanger on the property. Nicholas Air will also pay for any and all necessary improvements for utilities and ingress/egress access to the Airport’s East Apron/Ramp area in support of aircraft operations on the hangar property. The lease is for a term of fifty (50) years with a renewal option of an additional fifty (50) years. An annual rental fee of Forty-Three Thousand Five-Hundred Dollars and 00/100 ($43,500.00) shall be due on the first day of the month following the rent commencement date. Concurrent with the beginning of each successive five (5) year period, the rental fee shall be increased by 1½% for a total increase of no more than 7½% over the course of the 50-year term. The annual rental rate shall be reduced for the first five years to One Hundred Dollars and 00/100 ($100.00) due to Nicholas Air paying the total cost of all improvements for utilities as well as ingress and egress to the hangar property.

Termination Options: UM may terminate this Agreement with 365 days’ written notice and will pay Nicholas Air the total appraised value of any improvements placed on the hangar property. UM may also terminate this Agreement should Nicholas Air default in the performance of its obligations under in the Agreement.

Term: 50 years

Funding Source(s) for Project: This is a revenue lease

Contractor Selection Process: N/A

STAFF RECOMMENDATION: Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. **UM –APPROVAL TO AMEND A CONSULTING AGREEMENT WITH RUFFALO NOEL LEVITZ, LLC**

Agenda Item Request: The University of Mississippi Division of Enrollment Management requests approval to amend a contract with Ruffalo Noel Levitz, LLC (“RNL”).

Contractor’s Legal Name: Ruffalo Noel Levitz, LLC

History of Contract: The original contract was approved by IHL in February 2018. An amendment to Statement of Work #1 was approved by IHL in May 2019.

Specific Type of Contract: This is a consulting services agreement.
Purpose: The purpose of the original agreement was to provide consulting services to the University of Mississippi with respect to recruitment strategies for transfers, high school students, and their parents. These services include the design, creation and implementation of a marketing campaign for student recruitment. The purpose of this amendment to the original contract is to continue the services provided by RNL in response to the now year-round new student recruitment and marketing cycle.

Scope of Work: The contractor will provide feedback on the effectiveness of our current admissions work, communication, and recruitment plans and will make recommendations to increase our success in recruiting prospective students. Specifically, the amendment provides the following:

a. Maintain services provided by RNL in response to the purchase of search records (name buys) up to 400,000. This purchase will include all Mississippi residents, purchased in name buys, regardless of college entrance exam score. The remaining name buys will include high school seniors, juniors and sophomores who have completed a college entrance exam. Purchasing junior and sophomore search records increases our opportunity to cultivate relationships with the student in the recruitment funnel.

b. Maintain digital marketing up to 4,000,000 impressions to improve communications with prospective students and their families. This amount of digital advertising impressions results in a decrease in the percentage related to direct mail volume.

c. Maintain services provided by RNL used to advise regarding the formulation and implementation of financial aid awarding and packaging strategies designed to support new undergraduate student enrollment and revenue goals. This includes services comprised of a mix of on-site consulting, data analysis, and telephone / virtual consulting.

Also, the contractor will continue to provide input on a realistic and strategic plan to enhance our recruitment and outreach to prospective students allowing us to grow our undergraduate programs in size, quality, and diversity.

Term of Contract: The term of this Agreement would take effect August 19, 2021 and run through August 31, 2022 for Statement of Work 4. The Statement of Work may be renewed for two separate one-year terms at an increase of 2% each year compared to the initial term. Annual renewals are contingent upon the University’s satisfaction with the services performed and the need to continue services.

Termination Options: This Agreement may be terminated at any time and for any reason, with or without cause, by UM providing sixty (60) days advance written notice to RNL or by RNL providing one hundred eighty (180) days advance written notice to UM. The contract may also be terminated for force majeure, in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation, or for lack of compliance with the Mississippi Employment Protection Act.
Contract Amount: The contract amendment results in an increase of $450,381 in the contract amount for the initial term of Statement of Work 4. This increase reflects additional service fees. If both annual options to renew Statement of Work 4 are exercised, the total increase in contract amount would be $1,378,344 which would result in a new contract grand total of $3,114,144 if all renewal options are exercised. Annual renewals are contingent upon the University’s satisfaction with the services performed and the need to continue services.

Funding Source for Contract: The contract will be funded by E&G sources.

Contractor Selection Process: The original contract resulted from a Request for Proposals process that began in August, 2017. The University received five proposals, which were evaluated per the criteria listed in RFP 601. The two highest scoring proposers were the only two proposing a complete solution and were given an opportunity to submit a best and final offer. Of those best and final offers, RNL was the lowest cost proposal.

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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. UMMC – APPROVAL TO AMEND A SMS CUSTOMER AGREEMENT WITH CAREFUSION, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into the Second Amendment to its Customer Agreement with CareFusion Solutions, LLC (CareFusion). The proposed amendment extends the term of the Customer Agreement for Software Management Services (SMS) for an additional three (3) years, adds data security requirements, and updates the indemnification provision. The software is required to support the “smart” IV pumps that allows a drug library to be loaded into each patient’s pump, which provides hard and soft stops to nursing based on drug dosage and infusion rates/times. Without the SMS, UMMC cannot keep the drug database current, thus putting its patients and health care providers at risk for medication errors.

Contractor’s Legal Name: CareFusion Solutions, LLC

History of Contract: On August 18, 2016, the Board approved a Master Agreement and a four (4) year SMS Customer Agreement with CareFusion. On January 19, 2017, the Board approved the First Amendment to extend the term of the SMS Customer Agreement through August 31, 2021, for a total cost of $888,063.98.
Specific Type of Contract: This is the Second Amendment to the SMS Customer Agreement

Purpose: The purpose of the Second Amendment to the SMS Customer Agreement is to extend the term for an additional three (3) years, add data security requirements, and update the indemnification provision. The purpose of the Master Agreement is to govern all purchases of products or services by UMMC from CareFusion. The purpose of the Customer Agreement for the Software Management Services (SMS) is for maintenance and management of the software that runs the 3,637 “smart” IV pumps in UMMC’s hospitals, in addition to any new pumps purchased during the contract term. The software is required to support the smart pump technology that allows a drug library to be loaded into each patient’s pump, which provides hard and soft stops to nursing based on drug dosage and infusion rates/times. Without the SMS, UMMC cannot keep the drug database current, thus putting its patients and health care providers at risk for medication errors.

Scope of Work: Under the Customer Agreement for Software Management Services (SMS), CareFusion will:

- Provide software services and support, including software enhancements;
- Keep the embedded (equipment) and server software in sync;
- Provide clinical and technical support;
- Include Knowledge Portal for infusion technology and Infusion Analytics Services;
- Offer onsite clinical consulting/training, as well as monthly refresher webcasts and general online courses; and
- Pay tuition for two (2) UMMC employees to attend the annual CareFusion Alaris System Data Workshop.

Term of Contract: The Second Amendment will extend the term of the SMS Agreement for three (3) years, from September 1, 2021, through August 31, 2024. The total term of the SMS agreement as amended is eight (8) years, from September 1, 2016, through August 31, 2024.

Termination Options: Termination options of the Master Agreement include the following:

- by either party upon written notice for breach of the agreement;
- by either party at any time upon a sixty (60) days’ written notice;
- in the event of a reduction of funds available to UMMC;
- failure by CareFusion to comply with the federal E-Verify Program; and
- in the event that CareFusion improperly uses or discloses protected health information.

Contract Amount: The total cost of the amended SMS agreement is $1,411,188.78. The cost of the Second Amendment is $523,124.80. CareFusion’s
pricing is based upon the number of licensed beds at UMMC. CareFusion has offered UMMC a three percent (3%) discount for the multi-year renewal. UMMC has included a ten percent (10%) contingency in the overall cost of the agreement to account for pricing increases of up to five percent (5%) per year and to account for any potential increase in licensed beds.

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

**Contractor Selection Process:** CareFusion is a currently contracted with UMMC for SMS services.

**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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

10. **UMMC – APPROVAL TO AMEND AN AGREEMENT WITH CAYUSE, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend the Master Agreement with Cayuse, LLC (Cayuse) to license and implement additional software modules, including the Fund Finder (Pivot) Grants Database Software Subscription and Human Ethics Subscription, which includes CITI and AALAS. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of annual license subscription fee, with the first year of the initial term being due upon execution of the agreement.

**Contractor’s Legal Name:** Cayuse, LLC

**History of Contract:** In November 2020, the IHL approved a five (5) year Master Agreement with Cayuse to license the use of grants management software for both pre-award and post-award grant management, including IACUC protocol management, IBC protocol management and effort reporting. The agreement also allowed Cayuse to provide professional services related to implementation and training.

**Specific Type of Contract:** This is the first amendment to the Master Agreement.

**Purpose:** The purpose of the amendment is to add the Fund Finder (Pivot) Grants Database Software Subscription and implementation services, as well as to add the Human Ethics Subscription, Human Ethics Implementation, and Data Load for Compliance Implementation to the Master Agreement. The purpose of the Master Agreement is to implement and license the use of grants management software for both
pre-award and post-award grant management, including IACUC protocol management, IBC protocol management, and effort reporting. The Cayuse software system will manage UMMC’s growing portfolio of sponsored projects to maintain compliance with federal regulations and improve efficiencies within grants management.

Scope of Work: Under the amended Agreement, Cayuse will provide:
- licenses and subscription for the Grants Management system, IACUC module, IBC module, Effort Reporting module, Fund Finder (Pivot) software, and Human Ethics software;
- implementation services related to each module;
- detailed, personalized business process maps identifying the roles and responsibilities of all key individuals who will interact with the system;
- the Data Load for Compliance implementation; and
- train-the-trainer training for each module.

Term of Contract: The term of the amended Agreement remains unchanged at five (5) years, from December 1, 2020, through November 30, 2025.

Termination Options: The Agreement may be terminated as follows:
- By either party upon thirty (30) days’ written notice if the other party breaches the agreement and fails to remedy the default within thirty (30) days after such notice; and
- By UMMC in the event of any reduction in available funds.

Contract Amount: The amended total estimated cost over the five (5) year term is $1,250,000. Beginning in year two (2), the annual license and subscription fees shall increase by no more than four percent (4%). UMMC has included additional funds in the event of unforeseen delays in implementation that may add additional cost.

Funding Source for Contract: The agreement is funded by general funds.

Contractor Selection Process: UMMC is currently contracted with Cayuse.

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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
11. **UMMC – APPROVAL FOR A MEDICAL OFFICE BUILDING LEASE WITH THE CENTRAL MISSISSIPPI CIVIC IMPROVEMENT ASSOCIATION, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Medical Office Building Lease with Central Mississippi Civic Improvement Association, Inc. d/b/a Jackson-Hinds Comprehensive Health Center (JHCHC) to sublet clinical space at the Jackson Medical Mall for JHCHC to operate and manage primary care continuity clinics.

**Contractor’s Legal Name:** Central Mississippi Civic Improvement Association, Inc. d/b/a Jackson-Hinds Comprehensive Health Center

**History of Contract:** UMMC has leased space at the Jackson Medical Mall since approximately 1995. The current Master Lease Agreement between UMMC and the Jackson Medical Mall Foundation was approved by the Board on November 18, 2010. UMMC has sublet clinical space to JHCHC since 2010. On August 20, 2020, the Board approved the current sublease agreement with JHCHC for clinical space at the Jackson Medical Mall. The current sublease will expire September 30, 2021.

**Specific Type of Contract:** This is a new Medical Office Building Lease.

**Purpose:** The purpose of the sublease agreement is to sublet clinical space at the Jackson Medical Mall for JHCHC to operate and manage primary care continuity clinics.

**Scope of Work:** Under the sublease agreement, UMMC will provide:

- 25,728 square feet of clinical space to JHCHC;
- Utilities, janitorial/housekeeping services, security, and maintenance; and
- Non-exclusive use of all common areas.

JHCHC will:

- Use the subleased space only as medical offices for licensed physicians;
- Shall not provide or perform any prohibited services or uses as specified in the sublease; and
- Remain, or require its physicians to remain, licensed as a physician in Mississippi and be active members of JHCHC’s medical staff.

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

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

- By UMMC if JHCHC engages in a prohibited use and fails to cure such violation within 30 days following notice of such violation;
By either party in the event of a partial destruction of the premises and UMMC does not elect to make repairs or if the repairs cannot be made timely;

- Automatically in the event of a total destruction of the building;

- Automatically if the whole of the premises or building or so much thereof as to render the balance unusable by UMMC shall be taken under power of eminent domain, condemnation or by deed in lieu of foreclosure or otherwise;

- By UMMC at any time in the event JHCHC commits an act of default under the lease;

- By either party in the event any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of the lease, and the parties fail to agree upon modified terms within 90 days;

- By UMMC immediately upon breach of any of the following ongoing representations and warranties that JHCHC:
  - is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - has 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; and
  - is not under investigation or otherwise aware of any circumstances which may result in the party being excluded from participation in the Federal Healthcare Programs or any state healthcare programs;

- Automatically in the event the prime lease with the Jackson Medical Mall Foundation expires or is terminated; and

- By either party in the event of an adverse change in law and the parties fail to agree upon modified terms within 60 days.

**Contract Amount:** The sublease agreement is estimated to earn approximately $435,575.04 over the one (1) year term. Base rent will be $16.93 per square foot for 25,728 rentable square feet or $36,297.92 per month. The rent amount includes a pro rata share of the housekeeping and security services provided under the Master Lease.

**Funding Source for Contract:** Not applicable. This is a revenue contract.

**Contractor Selection Process:** JHCHC is the existing tenant.

**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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

12. **UMMC – APPROVAL TO ENTER INTO A MASTER SUBSCRIPTION AGREEMENT WITH EMMI SOLUTIONS, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Subscription Agreement and subsequent Statement of Work (SOW) with Emmi Solutions, LLC (Emmi). The agreement and SOW provide a subscription-based application for patient education materials and videos. Patient education materials will be disseminated to patients during their hospital or clinic visits and included in their discharge paperwork, in accordance with the Joint Commission’s standards related to patient education.

**Contractor’s Legal Name:** Emmi Solutions, LLC

**History of Contract:** Previously, the Mississippi Department of Information Technology Services (ITS) contracted on UMMC’s behalf with International Business Machines Corporation f/k/a Truven Health Analytics, LLC (IBM) for its patient education application. The current agreement will expire October 31, 2021. In June 2020, upon approval by ITS, UMMC conducted Request for Proposal (RFP) No. 1273 for a new Patient Education Content system. Emmi was selected as the lowest and best proposal.

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

**Purpose:** The purpose of the Master Subscription Agreement and SOW is to provide patient education materials to UMMC that interface with Epic, UMMC’s electronic health record (EHR). Patient education materials will be disseminated to patients during their hospital or clinic visits and included in their discharge paperwork, in accordance with the Joint Commission’s standards related to patient education and the ability to provide education and training based on the patient’s individual needs. The education materials are evidence-based and can be customized to add additional information as needed by UMMC.

**Scope of Work:** Under the agreement and SOW, Emmi will provide the following:
- Subscription access to Emmi Use Cases: Inpatient Education, EmmiEngage programs, and Patient Education Material;
- Program workflow design, configuration and training services; and
- EHR integration services.

**Term of Contract:** The term of the Master Subscription Agreement and SOW is five (5) years, from September 1, 2021, through August 31, 2025.
Termination Options: The Master Subscription Agreement may be terminated as follows:
- By either party if the other party breaches a material term of the agreement and such breach is not cured within thirty (30) days of the receipt of written notice of such breach; and
- By UMMC for non-availability of funds.

The SOW may be terminated as follows:
- By either party for breach if said breach is not cured within thirty (30) days of the receipt of written notice of such breach; and
- By either party upon six (6) months’ written notice in the event of non-availability of funds.

Contract Amount: The total cost of the agreement is $283,155.00. The subscription fee is based upon the number of beds at UMMC facilities. UMMC has included an additional ten percent (10%) in the anticipated cost for potential increases in the number of beds at UMMC facilities.

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

Contractor Selection Process: In June 2020, upon approval by ITS, UMMC conducted Request for Proposal (RFP) No. 1273 for a new Patient Education Content system. Four (4) bidders submitted proposals, including Emmi Solutions, Brigadoon, IBM, and Healthwise. Brigadoon’s proposal was rejected as non-responsive for failing to respond to mandatory requirements. Brigadoon failed to respond with a description of its hosted platform environment and failed to respond describing how they prevent unauthorized access to the hosted environment.

The following reflects the scoring for the remaining responsive proposals. The overall score indicated below is based upon criteria including cost as well as other factors.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Cost</th>
<th>Overall Score Out of 100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emmi Solutions</td>
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<td>87.32</td>
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<tr>
<td>Healthwise</td>
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<tr>
<td>IBM</td>
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<td>59.33</td>
</tr>
</tbody>
</table>

The difference in the cost of Emmi’s RFP proposal above and the amount requested for the contract is the potential increase in the number of beds during the term of the contract.

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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

13. **UMMC – APPROVAL TO ENTER INTO A SALES AGREEMENT WITH MED-EL CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Sales Agreement with MED-EL Corporation (MED-EL) to purchase otolaryngology auditory devices and ancillary products at discounted prices. These devices and products include cochlear implants, bone conduction systems, batteries, covers, etc., that will be used to treat pediatric and adult patients with throughout UMMC. For patients with hearing impairments, the implant does the work of the damaged parts of the inner ear in order to provide sound signals to the brain. UMMC also requests approval to add or remove products covered by the Agreement without requiring prior submission for Board approval, so long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** MED-EL Corporation

**History of Contract:** On August 18, 2016, the Board approved a pricing and purchase agreement between UMMC and MED-EL for the purchase of otolaryngology auditory devices and ancillary products used in surgical procedures at discounted rates. On May 18, 2017, the Board approved the first amendment to the agreement to lower pricing and remove obsolete products. On June 20, 2019, the Board approved a second amendment to add the BONEBRIDGE implant system and components to the agreement. The current agreement expires on September 30, 2021. In March 2021, UMMC sought proposals from vendors for otolaryngology auditory devices. Based on the analysis of proposals received, UMMC selected MED-EL and Cochlear Americas for all otolaryngology auditory devices and ancillary products. UMMC has submitted for consideration a separate agreement with Cochlear Americas.

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

**Purpose:** The purpose of the Agreement is to purchase otolaryngology auditory devices and ancillary products to be used in pediatric and adult surgical procedures at a discounted rate. These devices and products include cochlear implants, bone conduction systems, batteries, covers, etc., that will be used to treat pediatric and adult patients throughout UMMC. For patients with hearing impairments, the implant does the work of the damaged parts of the inner ear in order to provide sound signals to the brain.

**Scope of Work:** Under the Agreement, MED-EL will provide otolaryngology auditory devices, ancillary products, and product training, as well as onsite education upon request.
Term of Contract: The term of the Agreement is five (5) years, from October 1, 2021, through September 30, 2026.

Termination Options: Termination options include the following:
- by either party upon ninety (90) days’ written notice;
- by a party if:
  - the other party fails to comply with any material obligation or provision of the agreement, that is not cured within thirty (30) days of receiving notice of the material breach,
  - there is a violation of the applicable laws, regulations or statutes of any country or state in which a party does business,
  - there is a violation of the a party’s trademarks, copyrights, proprietary data, or other Intellectual Property rights,
  - in the event either party is required by law to terminate its arrangement under this Agreement with the other party,
  - either party submits fraudulent or intentionally erroneous reports or information to the other party; or
  - if the other party
    - becomes or is declared insolvent or bankrupt,
    - is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days;
    - ceases to do business in the normal course; or
    - makes an assignment for the benefit of creditors;
- in the event of insufficient funds;
- by a party if the other party is excluded from federal or state health care programs;
- by UMMC if MED-EL cannot provide goods or services for a period of thirty (30) days due to an continuing force majeure event.

Contract Amount: The total estimated cost of the Agreement over the (5) year term is $9,175,000. Beginning in year two (2), UMMC has included a twenty five percent (25%) increase for potential patient volume increases, as well as a three percent (3%) increase in the cost per case for potential price increases. Purchases will be made on an as-needed basis dependent upon patient need.

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

Contractor Selection Process: The otolaryngology auditory devices and ancillary products qualify as clinical commodities under Miss Code Ann §31-7-1, which is 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

14. UMMC- APPROVAL TO ENTER INTO A SEVOFLURANE VAPORIZER AGREEMENT WITH PIRAMAL CRITICAL CARE, INC.

Agenda Item Request: The University of Mississippi Medical Center is requesting approval to enter into a Sevoflurane Vaporizer Agreement with Piramal Critical Care, Inc. (Piramal) for the purchase of Sevoflurane gas and placement of Sevoflurane vaporizer equipment. Sevoflurane is an anesthesia gas which induces unconsciousness, analgesia, and muscle relaxation, and is used in adult and pediatric patients prior to surgery. UMMC also requests approval to amend the agreement to increase or decrease the number of vaporizers on the agreement without prior Board approval, as long as it does not increase the approved expenditure level.

Contractor’s Legal Name: Piramal Critical Care, Inc.

History of Contract: This is a new agreement with Piramal for Sevoflurane gas and the placement of the Sevoflurane vaporizer equipment. UMMC currently purchases Sevoflurane gas from another vendor on an as-needed basis through Vizient, UMMC’s primary group purchasing organization (GPO). However, UMMC now seeks to transition to Piramal for lower pricing.

Specific Type of Contract: This is a new Sevoflurane Vaporizer Agreement

Purpose: The purpose of the contract is for the purchase of Sevoflurane gas and placement of Sevoflurane vaporizer equipment. Sevoflurane is an anesthesia gas which induces unconsciousness, analgesia, muscle relaxation, and is used in adult and pediatric patients prior to surgery.

Scope of Work: Under the agreement, Piramal will provide and place Sevoflurane gas vaporizer equipment at UMMC in exchange for the purchase of the Sevoflurane gas used with the equipment.

Under the agreement, UMMC agrees to use Piramal as its primary supplier of Sevoflurane and purchase a minimum quantity of bottles of Sevoflurane gas per year per vaporizer placed at UMMC.

Term of Contract: The term of the agreement is sixty (60) months, from October 1, 2021, through September 31, 2026.
Termination Options: Termination options include the following:
- by UMMC upon ninety (90) days’ prior written notice;
- in the event of insufficient funds; and
- by UMMC if Piramal cannot provide the goods and services for a period of thirty (30) consecutive days due to a continuing force majeure event.

Contract Amount: The total cost of the agreement over the sixty (60) month term is $2,500,000. UMMC has included a ten percent (10%) increase beginning in year two (2) for potential volume growth.

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

Contractor Selection Process: Piramal 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

15. UMMC-APPROVAL TO AMEND A MASTER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT WITH PROVATION SOFTWARE INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Addendum #3 to the Master Software License and Maintenance Agreement with Provation Software, Inc. f/k/a ProVation Medical, Inc. (ProVation). The purpose of Addendum #3 is to extend the term of the agreement for an additional three (3) years, update the indemnification provision, add information security requirements, and remove maintenance for one (1) location. The ProVation software is used in the performance of endoscopic procedures of the gastric tract and tracheobronchial tree.

Contractor’s Legal Name: Provation Software Inc, f/k/a ProVation Medical, Inc.

History of Contract: On August 18, 2016, the Board approved a Master Software License and Maintenance Agreement with ProVation for software used in the performance of endoscopic procedures of the gastric tract and tracheobronchial tree. The term of the original agreement was five (5) years. On November 17, 2016, the Board approved Addendum #1 and Addendum #2 to the agreement. Addendum #1 added additional site locations, and Addendum #2 provided for data migration from UMMC’s previous system to the ProVation system. The total term of the agreement remained five (5) years, expiring on August 31, 2021.
Specific Type of Contract: This is Addendum #3 to the Master Software License and Maintenance Agreement.

Purpose: The purpose of Addendum #3 is to extend the term of the agreement for an additional three (3) years, update site locations, update the indemnification provision, and add data security requirements. The software is used in the performance of endoscopic procedures of the gastric tract and tracheobronchial tree.

Scope of Work: ProVation will continue to provide the software license and associated maintenance for the ProVation software system.

Term of Contract: Addendum #3 extends the agreement an additional three (3) years, from September 1, 2021, through August 31, 2024. The total term of the amended agreement is eight (8) years, from September 1, 2016, to August 31, 2024.

Termination Options: The agreement may be terminated as follows:
- Either party may terminate maintenance services at the end of the initial term, or at any time thereafter, by written notice to the other party thirty (30) days prior;
- By UMMC for non-availability of funds;
- Immediately upon notice to UMMC if UMMC (i) fails to pay fee due hereunder within sixty (60) days of its due date, or (ii) breaches any part of this Agreement; and (b) Upon thirty (30) days’ notice to UMMC if UMMC materially breaches any provision of the Agreement and does not cure such breach within the thirty (30) day notice period.
- UMMC may terminate this Agreement upon a material breach by the ProVation of any term of this Agreement unless the breach is cured within thirty (30) days of receipt of written notice from UMMC setting forth the alleged material breach in reasonable detail (provided that ProVation will not be in breach if it is re-performing services).;
- Either party may terminate this Agreement immediately if the other party: (a) becomes unable to pay its debts as they become due; (a) ceases to do business as a going concern; (c) makes an assignment for the benefit of creditors; (d) files a petition in bankruptcy or proceedings in bankruptcy are instituted against it and are not dismissed in thirty days; or (e) has a receiver appointed;
- UMMC may terminate the agreement and the underlying business relationship in the event that ProVation, acting as a business associate, as defined by the Health Insurance Accountability and Portability Act (HIPAA), improperly uses or discloses protected health information in breach of the business associate agreement (BAA); and
UMMC may terminate if it makes the determination that a material condition of performance by ProVation, acting as a business associate, as defined by the HIPAA, has changed or the business associate has breached a material term of BAA.

Oracle (third party product provider) may terminate UMMC’s right to the third party products if, UMMC’s right to use ProVation’s software is terminated, if UMMC fails to pay annual Oracle support fees, or if UMMC fails to pay maintenance service fees to ProVation.

**Contract Amount:** The total cost of the amended agreement is $913,687.32. Addendum #3 adds an additional $151,577.69 to the previously approved total of $766,109.64.

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

**Contractor Selection Process:** ProVation is currently a contracted vendor with UMMC.

**STAFF RECOMMENDATION:** Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

16. **UMMC-APPROVAL TO ENTER INTO A SUBLEASE AGREEMENT WITH RIVER OAKS HOSPITAL, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Sublease Agreement with River Oaks Hospital, LLC (River Oaks) to sublease approximately 10,855 square feet of clinic space located at 2466 Flowood Drive, Suite 3, in Flowood, Mississippi, for use as a Family Medicine clinic. Pursuant to IHL Policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of rent on the first day of each month.

**Contractor’s Legal Name:** River Oaks Hospital, LLC

**History of Contract:** On August 18, 2016, the Board approved the current five (5) year lease for this space. UMMC has utilized this space since 2013.

**Specific Type of Contract:** This is a new sublease agreement.

**Purpose:** The purpose of the sublease is to sublease approximately 10,855 square feet of clinic space for use as a Family Medicine clinic in Flowood, Mississippi.
Scope of Work: Under the proposed sublease, River Oaks will:
- Sublease approximately 10,855 square feet of clinical space to UMMC;
- Provide all utilities, including water, electricity, gas and rubbish collection;
- Provide for cleaning of windows and awnings twice per year;
- Provide fresh paint during the second (2\textsuperscript{nd}) and fourth (4\textsuperscript{th}) years of the lease term;
- Provide parking; and
- Maintain all applicable and required insurance.

Term of Contract: The term of the sublease is five (5) years, from October 1, 2021, through September 30, 2026.

Termination Options: Termination options include the following:
- Automatically upon termination or expiration of the prime lease;
- By River Oaks in the event of default by UMMC;
- By River Oaks failure of UMMC to pay rent timely each month;
- By either party in the event any legislation, regulation or governmental policy is adopted which creates a violation of any healthcare laws, and the parties are unable to agree upon modified terms;
- By either party in the event of a Force Majeure event, with the premises being totally or substantially damaged; and
- By UMMC in the event no funds are available.

Contract Amount: The total cost of the sublease over the five (5) year term is $1,845,350.00, payable in monthly installments.

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

Contractor Selection Process: UMMC is currently leasing this space. An independent third party assessment confirmed the rent rate is within fair market value.

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 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. MSU – IHL 205-307 – ADDITIONAL OFFICES RASPET FLIGHT LAB

Project Request: Mississippi State University requests approval to initiate a project, Additional Offices Raspet Flight Lab, and to appoint Architecture South, P.A. as the design professional.

Proposed Project Professional: Architecture South, P.A.

Selection Method: The project budget is anticipated to exceed $3M therefore it is required that the university use the RFQ method for the selection of the design professional.

Purpose: Mississippi State University is seeking to initiate the project and appoint the design professional as required by Board Policy. This will allow the university to begin the preplan stage of the project. Mississippi State University will return to the Board of Trustees at a later date with a budget increase to reflect a more accurate cost estimate of the project once the preplanning stage has been completed.

Project Scope: The scope of the project is to preplan the project through construction documents. The project will include a renovation and include architectural, structural, mechanical, plumbing, electrical and required furnishings.

Mississippi 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:** August 19, 2021

**Date of Original Construction:** N/A

**Date of Last Renovation:** N/A

**Proposed Project Budget: (Design Fees Only)**

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<thead>
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<th>Category</th>
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<tr>
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<tr>
<td>Contingency:</td>
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</table>

**Total Project Budget** $180,000.00

**Proposed Funding Source(s):** University Funds ($180,000)

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

2. **MSU – IHL 405-003 – COLLEGE OF ARCHITECTURE, ART, AND DESIGN**

**Project Request:** Mississippi State University requests approval to initiate a project, College of Architecture, Art, and Design, and to appoint Belinda Stewart Architects, P.A. and Wier Boerner Allin Architecture, PLLC / Joint Venture as the design professionals.

**Proposed Project Professional:** Belinda Stewart Architects, P.A. and Wier Boerner Allin Architecture, PLLC, A Joint Venture

**Selection Method:** The project budget is anticipated to exceed $3M therefore it is required that the university use the RFQ method for the selection of the design professional.

**Purpose:** Mississippi State University is seeking to initiate the project and appoint the design professional as required by Board Policy. This will allow the university to begin the preplan stage of the project. Mississippi State University will return to the Board of Trustees at a later date with a budget increase to reflect a more accurate cost estimate of the project once the preplanning stage has been completed.
**Project Scope:** The scope of the project is to preplan the project through construction documents. The project will include a renovation and include architectural, structural, mechanical, plumbing, electrical and required furnishings. The scope will include possible additions, renovations, acquisitions, and demolition.

Mississippi 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:** August 19, 2021

**Date of Original Construction:** N/A

**Date of Last Renovation:** N/A

**Proposed Project Budget:** (Design Fees Only)

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<tr>
<th>Item</th>
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<tr>
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<td>Furniture &amp; Equipment Costs:</td>
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</table>

**Total Project Budget** $320,000.00

**Proposed Funding Source(s):** SB 3065, Laws of 2019 ($320,000)

**Staff Recommendation:** Board staff recommends approval of this item.
3. **MSU – IHL 205-283 – ADDITION AND RENOVATION OF HUMPHREY COLISEUM**

**Project Request:** Mississippi State University is requesting approval to increase the budget from $50,000,000 to $55,000,000 for an increase in the amount of $5,000,000. Due to increases in materials the university anticipates large increases in steel and mechanical equipment and therefore is reflecting these increases in the project budget.

**Current Project Phase:** Design Phase

**Design Professional:** Dale Partners

**General Contractor:** TBD

**Purpose/Justification:** This project budget increase is needed to cover anticipated increases in construction costs associated with the rise of costs in steel and mechanical equipment.

**Project Scope:** The project scope includes the construction of an addition and renovation of the existing Humphrey Coliseum.

Mississippi 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:** June 16, 2016
Proposed Project Budget:

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<td>$5,000,000.00</td>
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</table>

Proposed Funding Source(s): Bulldog Club ($20,000,000) and University Funds ($35,000,000)

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

**APPROVAL OF OTHER REAL ESTATE REQUESTS**

4. **MSU – AWARD OF TIMBER SALE (21-02) – JOHN W. STARR MEMORIAL FOREST**

**Project Request:** Mississippi State University requests approval to advertise and award the sale to the highest and best bid for timber sale 21-02, Cypress Creek Unit, from the John W. Starr Memorial Forest in Oktibbeha County, Mississippi.

**Timber Sale – 21-02, Cypress Unit, John W. Starr Memorial Forest** - The sale area is approximately 255 acres in size and is located in Sections 10, 14, & 15, Township 17 North, Range 13 East in Oktibbeha County, Mississippi.
Estimated timber sale volumes are summarized below:

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<thead>
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<th>Product Class</th>
<th>Trees</th>
<th>Tons</th>
<th>MBF</th>
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<tbody>
<tr>
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<td>Mixed Hardwood Sawtimber</td>
<td>3,864.1</td>
<td>3,550.5</td>
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<tr>
<td>Hardwood Pulpwood</td>
<td>15,151.5</td>
<td>2,046.2</td>
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<tr>
<td>Pine Sawtimber</td>
<td>1,304.6</td>
<td>1,884.2</td>
<td>221.7</td>
</tr>
<tr>
<td>Pine Pulpwood</td>
<td>116.7</td>
<td>26.0</td>
<td></td>
</tr>
</tbody>
</table>

**Timber Sale Process:** The timber sale process on the John W. Starr Memorial Forest, and other Mississippi State University owned lands, begins with the identification of the particular timber stand in need of thinning or a final harvest cut. This is identified by various means but mostly by directions taken from the Forest Management Plan. Other specific site characteristics may also dictate the need for the sale of timber. After the stand has been identified, the process of tree marking and sale identification begins. Once that is completed, the sale is computed and a bid prospectus is prepared and approved by the Dean of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. A request is made to the President of the university to advertise the timber sale for bid and to award the sale to the highest bidder who also satisfies all additional bid requirements. If/when the Board of Trustees approve that the sale may be advertised and awarded appropriately, a prospectus is sent to potential bidders with the vital details of the stand. Once the bids have been received in the Director of Purchasing office, a recommendation is made by the department to the President of the university to either accept or reject the bids. This recommendation has the approval of the Deal of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. If/when the President of the university concurs with the department’s recommendation to accept the bid, a contract is executed between the university and the highest and best bidder for that sale. This process continues obtaining the Director of Purchasing’s signature on the contract and then contacting the high bidder to set the closing. Finally, a meeting is set with the winning bidder to close the sale and to collect the remaining funds less the bid deposit amount.

Mississippi State University is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales.

**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.
5. **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, approved the Sublease between KAT and Sigma Chi which expired on May 10, 2021, and approved the Sublease between KAT and Chi Omega, and that Sublease is set to expire May 31, 2022, KAT (assignee of KAT House Corporation) seeks to enter into a fourth sublease with Chi Omega.

The current sublease does not expire until May 2022. However, the renovations of Chi Omega building are not scheduled to be completed until late October 2022, and Chi Omega wants to extend the sublease to ensure the students have a place to live.

**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 June 1, 2022, to December 31, 2022, with an option to extend up to five additional months. 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 $70,000.00 payable in seven (7) monthly installments of $10,000.00 each, with each additional monthly extension of $10,000.00.

**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 April 15, 2021, the IHL Board approved the Sublease Agreement between KAT and Chi Omega. That sublease between KAT and Chi Omega expires May 31, 2022.
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.


**Project Request:** The University of Mississippi Medical Center requests approval to sell University Physicians Belhaven located at 1405 North State Street in Hinds County, Mississippi to J&H2 Medical Properties, LLC for a sales price of $2,250,000.

**Purpose:** The University of Mississippi Medical Center needs Board approval to sell the University Physicians Belhaven property located at the address above. The property is being sold in compliance with Board Policy §905(A), Real Estate Management.

**Appraisals:** The University of Mississippi Medical Center received two independent property appraisals for the property. The first appraisal was in the amount of $2,250,000. The second appraisal was in the amount of $2,250,000. The average of the two appraisals was $2,250,000. The University of Mississippi Medical Center is selling the property for $2,250,000 which is the average of the two appraisals.

**Property Description:** The property is located at 1405 North State Street in Jackson, MS. The property is described as follows: A parcel of land being part of Lots 4 and 5 of Dobyns Subdivision as recorded in Plat Book A at Page 304 in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi that begins at the point of intersection of the North right-of-way line of Webster Street with the West right-of-way line of North State Street.

**Terms:** The University of Mississippi Medical Center will sell the real property for $2,250,000. The closing shall take place no later than thirty (30) days after the last day of the due diligence period as defined in the purchase and sale agreement. The agreement is contingent on Seller, at Sellers expense, obtaining two independent appraisals. If either party is not satisfied with the average of the two appraisals either party may cancel the agreement. The sale is contingent on approval by the Board of Trustees of the Institutions of Higher Learning.

**Termination Options:** The agreement may be terminated as follows:
- By either party in the event of default by the other and failure to cure the default;
- By the purchaser if it is not satisfied with the condition of the property prior to the expiration of the due diligence period;
• By the purchaser if the property is taken or proposed to be taken by condemnation or eminent domain prior to the closing;
• By the purchaser if the property is damaged or destroyed prior to the closing;
• Immediately in the event of an adverse change in law and the parties are unable to agree upon renegotiated terms within sixty (60) days;
• By either party in the event it is not satisfied with the average value of the two (2) appraisals; and
• If the sale is not approved by IHL.

Environmental Phase I: A Phase I Environmental Site Assessment (ESA) is not required for the sale of property. However, within 60 days following delivery of both appraisals by the Seller to the Purchaser, the Purchaser may, at the Purchaser’s sole cost and expense, conduct a Phase I Environmental Report to determine the condition and suitability of the property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Mississippi Medical Center is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall not be below the average of the two appraisals.

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. UMMC – APPROVAL OF SALE OF PROPERTY TO PROVISIONS INVESTORS, LLC – UNIVERSITY WELLNESS CENTER – 46 NORTHTOWN DRIVE – JACKSON, MS – HINDS COUNTY

Project Request: The University of Mississippi Medical Center requests approval to sell University Wellness Center located at 46 Northtown Drive in Hinds County, Mississippi to Provisions Investors, LLC for a sales price of $800,000.

Purpose: The University of Mississippi Medical Center needs Board approval to sell the University Wellness Center property located at the address above. The property is being sold in compliance with Board Policy §905(A), Real Estate Management.

Appraisals: The University of Mississippi Medical Center received two independent property appraisals for the property. The first appraisal was in the amount of $795,000. The second appraisal was in the amount of $805,000. The average of the two appraisals was $800,000. The University of Mississippi Medical Center is selling the property for $800,000 which is the average of the two appraisals.
Property Description: The property is located at 46 Northtown Drive in Jackson, MS. The property is described as follows: Tract I is a parcel of land located in part of Lot 2 at Northtown Village of Section 5, Township 6 North, Range 2 East in Hinds County and contains approximately 4.73 acres. Tract II is a parcel of land located in part of Lot 2 at Northtown Village of Section 5, Township 6 North, Range 2 East in Hinds County and contains approximately 1.22 acres. Tract II is a parcel of land located in part of Lot 2 at Northtown Village of Section 5, Township 6 North, Range 2 East in Hinds County and contains approximately 0.65 acres.

Terms: The University of Mississippi Medical Center will sell the real property for $800,000. The closing shall take place no later than thirty (30) days after the last day of the due diligence period as defined in the purchase and sale agreement. The agreement is contingent on Seller, at Sellers expense, obtaining two independent appraisals. If either party is not satisfied with the average of the two appraisals either party may cancel the agreement. The sale is contingent on approval by the Board of Trustees of the Institutions of Higher Learning.

Termination Options: The agreement may be terminated as follows:

- By either party in the event of default by the other and failure to cure the default;
- By the purchaser if it is not satisfied with the condition of the property prior to the expiration of the due diligence period;
- By the purchaser if the property is taken or proposed to be taken by condemnation or eminent domain prior to the closing;
- By the purchaser if the property is damaged or destroyed prior to the closing;
- Immediately in the event of an adverse change in law and the parties are unable to agree upon renegotiated terms within sixty (60) days;
- By either party in the event it is not satisfied with the average value of the two (2) appraisals; and
- If the sale is not approved by IHL.

Environmental Phase I: A Phase I Environmental Site Assessment (ESA) is not required for the sale of property. However, within 90 days of the effective date of this agreement, the Purchaser may, at the Purchaser’s sole cost and expense, conduct a Phase I Environmental Report to determine the condition and suitability of the property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Mississippi Medical Center is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall not be below the average of the two appraisals.
8. **USM – APPROVAL OF SALE OF PROPERTY TO BIG SMOOTH, LLC – 40 ACRE PARCEL OF LAND – LAKE FORGETFUL PROPERTY – LAMAR COUNTY, MS**

**Project Request:** The University of Southern Mississippi requests approval to sell a 40-acre parcel of land known as the Lake Forgetful property located in Lamar County, Mississippi to Big Smooth, LLC for a sale price of $672,500.

**Purpose:** The University of Southern Mississippi needs Board approval to sell the 40-acre parcel of land known as the Lake Forgetful property. This acreage is located outside of the campus within a heavily commercialized area. The university has worked in concert with the DFA to appraise and appropriately advertise the property. A bidder has offered the average of the two appraisals and the Attorney General's office has provided written consent to accept the offer.

**Appraisals:** The University of Southern Mississippi received two independent property appraisals for the property. The first appraisal was in the amount of $535,000. The second appraisal was in the amount of $810,000. The average of the two appraisals was $672,500. The University of Southern Mississippi is selling the property for $672,500 which is the average of the two appraisals.

**Property Description:** The subject property, as referenced above, is located near Lake Forgetful Road in Section 15, Township 4 North, Range 14 West in Lamar County, Mississippi,

**Terms:** The University Southern Mississippi will sell the real property for $672,500 to Big Smooth, LLC. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to buy from Seller, Seller's real property, located near Lake Forgetful Road in the Northwest ¼ of the Northeast ¼ of Section 15, Township 4 North, Range 14 West in Lamar County, Mississippi, “as is” and “where is” together with any improvements thereon, appurtenances thereto belonging, and all hereditaments, right, title, and interest, if any, of Seller in and to any land lying in the bed of any streets, roads, avenues or alleys, open or proposed, all situated in Lamar County, Mississippi, The State of Mississippi shall retain and reserves the right to all oil, gas and other minerals, whether solid, liquid or gaseous, together with all rights therein and whether the same be found upon the surface or underneath the surface of the property.
Termination Options: If the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to default or breach on the part of Buyer, and if Seller is not in default and all conditions precedent to Buyer's obligations either have been satisfied or waived in writing by Buyer, Seller, at its sole discretion, may terminate this Agreement by written notice to Buyer, in which event neither party shall have any further rights, obligations, or liabilities under this Agreement.

If Seller fails to satisfy a condition for Closing which it is obligated to perform or is otherwise in default or breach under this Agreement and, as a result, the sale contemplated hereby does not close within the time specified herein, and if Buyer is not in default and all conditions precedent to Seller’s obligations either have been satisfied or waived by Seller, Buyer, at its sole discretion, may (i) terminate this Agreement by written notice to Seller.

Environmental Phase I: A Phase I Environmental Site Assessment (ESA) is not required for the sale of property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University Southern Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall not be below the average of the two appraisals.

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.
1. **DSU – APPROVAL TO CONTRACT WITH MAYO MALLETTE, PLLC AS OUTSIDE COUNSEL**

Delta State University requests permission to enter into a contract with the law firm of Mayo Mallette, PLLC to provide legal services in the area of real estate development, including legal advice and negotiating agreement(s) with developers. The term of the contract is one year effective August 1, 2021. The hourly rates are $250 for Pope Mallette, $200 for J. Andrew Maudlin and John Mayo and $95 for paralegal services, with a maximum amount payable of $75,000. This firm carries professional liability insurance coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000. This contract is pending approval of the Office of the Attorney General.

**STAFF RECOMMENDATION:** Pending approval of the Attorney General, Board Staff recommends approval of this item.

2. **MSU – APPROVAL TO CONTRACT WITH JONES WALKER, LLP AS OUTSIDE COUNSEL**

Mississippi State University requests permission to enter into 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 is one year effective August 25, 2021. The rate is $1.15 for every $1,000 of bonds issued by the EBC for those that bear interest at both fixed and variable rates. In addition, the contract will allow for reimbursement of any out-of-pocket expenses, not to exceed $4,000. This firm carries professional liability insurance in the amount of $5,000,000 per claim with an annual aggregate of $10,000,000.00. This contract has been approved by the Office of the Attorney General.

**STAFF RECOMMENDATION:** Board Staff recommends approval of this item.

3. **MSU – APPROVAL TO CONTRACT WITH THE WINFIELD LAW FIRM, P.A. AS OUTSIDE COUNSEL**

Mississippi State University requests permission to enter into a contract with The Winfield Law Firm, P.A., to perform services necessary in assisting the university in the areas of higher education law, employment law, real estate matters, compliance and other local matters. The term of the contract will be for one year effective October 19, 2021. The hourly rate is $225 with a maximum amount payable of $75,000. This firm carries professional liability insurance in the amount of $1,000,000 per claim with an annual aggregate of $2,000,000. This contract has been approved by the Office of the Attorney General.
STAFF RECOMMENDATION: Board Staff recommends approval of this item.

4. **JSU – APPROVAL TO ENTER INTO INTERLOCAL AGREEMENT WITH THE CITY OF JACKSON, MISSISSIPPI**

Jackson State University requests approval to enter into an Interlocal Agreement with the City of Jackson, Mississippi, for the use of twenty (20) parking spaces located on City of Jackson property to provide additional parking for students attending the JSU downtown campus located at 101 Capitol Street. The term of the agreement is one year effective upon approval by all parties and the Office of the Attorney General at a cost of $10.00 per space per month.

**INTERLOCAL COOPERATION AGREEMENT**
(Mississippi Interlocal Cooperation Act of 1974, as amended)

**JACKSON STATE UNIVERSITY (JACKSON, MISSISSIPPI) AND THE CITY OF JACKSON, MISSISSIPPI**

*In Re: Provision of Twenty Parking Spaces to Jackson State University (Jackson, MS) on City of Jackson, Mississippi owned Parcel No. 190-27*

This **INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into on the date(s) shown at the end of this document by and between **JACKSON STATE UNIVERSITY, a Mississippi Institution of Higher Learning** (the "University"), and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Interlocal Cooperation Act"), and other applicable law.

**WITNESSETH:**

**IN CONSIDERATION** of the mutual benefits described herein, the parties agree as follows:

**I. PURPOSE AND GENERAL PROVISIONS**

**A. AGREEMENT.** This Agreement is entered into pursuant to and in accordance with the authorization of the "Interlocal Cooperation Act of 1974," found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as amended, as it now appears or is hereafter amended, and all provisions set forth in that Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to this Agreement that such authority as is granted by the Act shall be exercisable.
by the parties for the provision of twenty parking spaces to the University on City owned Parcel No. 190-27.

B. **SCOPE.** The nature and scope of the project contemplated by this Agreement is the provision of twenty parking spaces to the University on City owned Parcel No. 190-27. The City will provide the University twenty parking spaces on City owned Parcel No. 190-27.

C. **AUTHORITY.** The specific authority under which the University and the City may exercise the powers necessary to fulfill the terms of this Agreement are found, respectively, in Sections 17-13-1 et seq., 21-17-1(10), 21-17-5 and 37-125-1 of the Mississippi Code, as amended.

This Agreement is a result of an order approved on May 25, 2021 by the Jackson, Mississippi City Council to enter into an Interlocal Cooperative Agreement between the parties for the purposes set forth herein. Pursuant to Sections 21-17-1(10) and 21-17-5 of the Mississippi Code, the governing authorities of the City are empowered to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi, and the governing authorities of the City possess the authority to enter certain agreements and contracts. Pursuant to Sections 17-13-5 and 37-125-1 of the Mississippi Code, the University has the authority to enter into this Agreement and undertake its obligations herein. This Agreement has been approved by the Board of Trustees for the State Institutions of Higher Learning on _______________.

D. **PUBLIC BENEFIT.** It is acknowledged that each of the parties formally considered this matter and have determined that it is in the public interest that they participate and cooperate in the provision of twenty parking spaces to Jackson State University (Jackson, Mississippi) on City of Jackson, Mississippi owned Parcel No. 190-27, and that substantial benefits are anticipated for the citizenry of the City and the community of the University by virtue of realizing the most efficient use of the parties’ powers.

E. **PARTICIPATION AND FINANCING.** The City will provide the University twenty parking spaces located on City owned Parcel No. 190-27. Each parking space shall be used only by University students while attending class at the University. The University shall guarantee University students are parking in the subject spaces while simultaneously attending class. The University shall be responsible for securing the gate located on Parcel No. 190-27 when the allotted spaces are not in use. The University shall pay adequate consideration in exchange for the University students’ use of the subject spaces in the amount of Ten Dollars ($10.00) per space per month for the duration of this
Agreement. To the extent permitted by Mississippi law, the parties agree that the City is not liable to the University, or to the University students parking in the subject spaces, as a result of the City’s performance of this Agreement.

**F. SCHEDULE.** The period of this Agreement shall be one year, unless terminated earlier, with an option to renew for one additional year. Unless terminated, upon expiration of the term of the Agreement, the parties may continue to operate under the remaining terms on a month-to-month basis.

**II. AMENDMENTS OR TERMINATION**

This Agreement may be amended or terminated with thirty (30) days of written notice by either party and such action shall be taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

**III. ADMINISTRATION**

The Chief Financial Officer for the University and the Chief Administrative Officer for the City shall be responsible for ensuring that there is full compliance with the terms of this Agreement.

**IV. DURATION**

This Agreement shall be in full force and effect from the effective date as explained in Section V. below and shall continue in effect until such time as the parties acknowledge, through the designated administrators described in Section III., above, that the purposes contemplated by this Agreement have been completed to the full satisfaction of the City.

**V. ENFORCEABILITY**

**A. APPROVAL.** The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for her approval and that this Agreement shall not be enforceable unless:

1. approved by the Attorney General, or until,

2. sixty (60) days has passed since its submission and she has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable. The Office of the City Attorney for the City shall be responsible for submitting the Agreement to the Attorney General.
B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without her disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County, the Secretary of State and the State Department of Audit of the State of Mississippi. In accordance with the terms of the Interlocal Cooperation Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Secretary of State of the State of Mississippi. The Office of the City Attorney for the City shall be responsible for filing the Agreement and the Attorneys for the respective parties shall be responsible for notifying the respective designated administrators that the Agreement is properly in force.

A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement, or the application of any provision to the County or the City or circumstance, shall be held invalid, for the remainder of this Agreement the application of that provision to the County or the City or circumstance, other than those with respect to which it is held invalid, shall not be affected thereby.

D. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

This the ____ day of ____________, 2021.

JACKSON STATE UNIVERSITY

By: ____________________________
    Thomas K. Hudson, Esq., President

Date: ___________________________

ATTEST:
JACKSON STATE UNIVERSITY
Edward O. Watson, Esq, General Counsel

By: ____________________________

CITY OF JACKSON, MISSISSIPPI

By: ____________________________
STAFF RECOMMENDATION: The Attorney General’s Office at IHL has reviewed and approved this agreement. Board Staff recommends approval of this item.
APPROVAL OF PERSONNEL ACTION REQUEST

1. Employment

Mississippi State University
Edmond A. Boudreaux, III; hired with tenure; Associate Professor; Department of Anthropology and Middle Eastern Cultures; salary $78,000 per annum, pro rata; E&G and Designated Funds; 9-month contract; effective August 16, 2021

Lessell M. Bray; hired with tenure; Associate Professor and Head; Department of Instructional Systems and Workforce Development; salary $125,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2021

Karen Cordes Spence; hired with tenure; Professor and Director; School of Architecture; salary $145,000 per annum, pro rata; E&G and Restricted Funds; 12-month contract; effective July 1, 2021

Mississippi Valley State University
Bettye Farmer; rehired retiree; Assistant Professor of English & Foreign Languages; salary of $22,440 per annum, pro rata; E&G Funds; 9-month contract; effective August 9, 2021

Edgar Holman, Jr.; rehired retiree; Instructor of Math, Computer and Information Science; salary of $29,150 per annum, pro rata; E&G Funds; 9-month contract; effective August 9, 2021

Roy Hudson; retired retiree; Assistant Professor English & Foreign Languages; salary of $25,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 9, 2021

Darrell James; rehired retiree; Instructor of Math, Computer and Information Science; salary of $21,414 per annum, pro rata; Ayers Funds; 9-month contract; effective August 9, 2021

John Johnson; rehired retiree; Special Assistant to Director of Mass Transit; salary of $37,380 per annum, pro rata; Grant Funds; 12-month contract; effective July 1, 2021

Willie Totten; rehired retiree; Assistant Football Coach, Department of Athletics; salary of $30,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2021

Gwendolyn Vaughn; rehired retiree; Instructor of Health, Physical Education and Recreation; salary of $30,750 per annum, pro rata; E&G Funds; 9-month contract; effective August 9, 2021

Harvey Wardell; rehired retiree; Assistant Professor of Health, Physical Education and Recreation; salary of $22,500 per annum, pro rata; E&G Funds; 9-month contract; effective August 9, 2021
Raymond Williams; *rehired retiree*; Professor of Math, Computer and Information Science; salary of $33,102 per annum, pro rata; E&G Funds; 9-month contract; effective August 9, 2021

2. **Change of Status**

**University of Mississippi**
Charlotte Pegues; *from* Interim Vice Chancellor for Student Affairs; salary $174,934 per annum, pro rata; *to* Vice Chancellor for Student Affairs; salary $257,500 per annum, pro rata; 12-month contract; effective August 25, 2021

**University of Southern Mississippi**
Sabine Heinhorst; *from* Associate Dean for Undergraduate Research and Outreach, Honors College; salary $121,353 per annum, pro rata; E&G Funds; 12-month contract; *to* Interim Dean, Honors College; salary $160,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 1, 2021

3. **Sabbatical**

**Mississippi State University**
FROM: 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.

[Originally approved by the IHL Board March 19, 2021].
CORRECTED: 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 January 1, 2022 to May 15, 2022; professional development.

FROM: 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.

[Originally approved by IHL Board March 18, 2021].
CORRECTED: Stephen Demarais; Professor & Taylor Endowed Chair of Wildlife, Fisheries and Aquaculture; salary of $150,000.00 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.
1. **ASU – APPROVAL OF REVISIONS TO MISSION STATEMENT**

The current and proposed mission statements for Alcorn State University are below. The proposed revisions are submitted for the Board’s consideration.

**Current Mission Statement**
Alcorn State University, a Historically Black College and University, is a comprehensive land-grant institution that celebrates a rich heritage with a diverse student and faculty population. The University emphasizes intellectual development and lifelong learning through the integration of diverse pedagogies, applied and basic research, cultural and professional programs, public service and outreach, while providing access to globally competitive academic and research programs. Alcorn strives to prepare graduates to be well-rounded future leaders of high character and to be successful in the global marketplace of the 21st century.

**Proposed Mission Statement**
Alcorn State University is a public historically Black, comprehensive land-grant institution of higher education that provides access and opportunity for diverse students to excel intellectually, build character, and overcome barriers. Alcorn is dedicated to ensuring students can become productive leaders who make meaningful contributions in the world. Enhancing its notable strengths in agriculture, education, and nursing, Alcorn State offers a range of undergraduate and graduate programs, including fine arts, business, humanities, social and behavioral sciences, and STEM.

The University accomplishes its mission through high standards of academic excellence, by engaging in scholarly research and discovery, and providing public service and outreach that address real-world challenges and the economic needs of the Southwest Mississippi River Region, the state of Mississippi, the nation, and the world. Alcorn strategically extends its resources and expertise through its Extension Programs, Vicksburg and Natchez sites as well as its distance learning programs.

Alcorn State University is committed to its strong tradition of instilling the ideals of leadership, service, and institutional pride amongst its students and alumni.

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

2. **JSU – APPROVAL TO AWARD ONE HONORARY DEGREE**

The university requests approval to bestow one honorary degree at its Fall 2020 commencement ceremonies. Supporting documents are on file at the Board Office.

**Staff Recommendation:** Board staff recommends approval of this item.
1. **SYSTEM – REQUEST TO ADD NEW INSTITUTES AND CENTERS**

   Board Policy 502: New Academic Programs and Units states: “Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers. In developing such guidelines and procedures, the Commissioner shall consider state, system, and institutional priorities, institutional missions, institutional performance, comparative funding, market demand, and other appropriate criteria.”

   In accordance with Board policy and the approved Academic Guidelines for establishing and modifying institutes and centers, University of Mississippi and University of Southern Mississippi request approval for the creation of the following institutes and centers at their respective institutions.

   **A. UM – The Center for Community Engagement**
   - Unit Location: The Division of Diversity and Community Engagement
   - Scope: Limited Scope and Outreach
   - Type: Type 1 (Academic, Teaching, or Research)
   - URL: [https://dce.olemiss.edu/](https://dce.olemiss.edu/)

   Purpose: In 2020, UM created the Office of Community Engagement and hired a director to further institutionalize community engagement at UM by creating a suite of social change leadership development programs, establishing a comprehensive volunteer center, creating a community engagement faculty fellows program, and establishing a place-based summer community engagement institute. Converting the Office of Community Engagement to the Center for Community Engagement will allow the unit to house Community Engaged Leadership (CEL) classes and ultimately a minor consisting of a 4-hour introductory CEL course and laboratory, a 3-hour CEL capstone course, and 12 hours from a list of intercollegiate/school qualifying courses. The CEL minor will directly and indirectly advance community engagement within each of the areas that Carnegie challenged us to improve in preparation for our recertification in 2025.

   **B. UM – Center for Evidenced-Based Policing and Reform**
   - Unit Location: Department of Criminal Justice & Legal Studies
   - Scope: Limited Scope and Outreach
   - Type: Type 1 (Academic, Teaching, or Research)
   - URL: [https://legalstudies.olemiss.edu/center-for-evidence-based-policing-reform/](https://legalstudies.olemiss.edu/center-for-evidence-based-policing-reform/)

   Purpose: As the state of Mississippi, the nation, and the world continues to grapple with systemic issues in the criminal justice system in general, and in policing more
specifically, there has never been more of an important time to prioritize resources toward being the “agent of change” in this space. The establishment of a center would facilitate the creation of the proper infrastructure to house the initiative, ensure that the proper visibility would be cast on the important and cutting-edge work being done here in this area, provide a “face” for the vision, and crystallize the legacy of the donors. The Center’s activities will be broadly categorized as education, research, and training with evidence-based strategies and transformative and sustainable reform. The university received a $1 million donation to establish the Center for Evidence-Based Policing and Reform at the University of Mississippi.

C. USM – Roger F. Wicker Center for Ocean Enterprise
Scope: Limited Scope and Outreach
Type: Type 1 (Academic, Teaching, or Research)

Purpose: USM was recently awarded $7 million in state funding to support infrastructure associated with the Roger F. Wicker Center for Ocean Enterprise (RFWCOE). The 62,000 sq. ft. Roger F. Wicker Center for Ocean Enterprise will be located at the Mississippi State Port Authority at Gulfport and is expected to open in April 2022. The Center is a comprehensive research and development partnership program focused on uncrewed maritime systems and blue technology innovation. The program includes access to prototype fabrication equipment, laboratories, training, and conference space and access to the 4-dimensional shallow, medium and deep-water testing range with a command-and-control center for real-time mission support. NOAA, Office of Marine and Aviation Operations Uncrewed Maritime Systems headquarters will be located in the new building along with USM and other private partners.

STAFF RECOMMENDATION: Board staff recommends approval of these items.

2. SYSTEM – APPROVAL FOR FIRST READING OF PROPOSED AMENDMENT TO BOARD POLICY 507 – ACCREDITATION

Board approval for first reading is requested for a proposed amendment to Board Policy §507 – ACCREDITATION to include the level of professional accreditation that is available to Educator Preparation Providers (EPPs). EPPs are units consisting of multiple academic/licensure programs, not simply programs.

507 ACCREDITATION

All institutions under the governance of the Board shall maintain regional accreditation with the Southern Association of College and Schools (SACS), Commission on Colleges. Institutions shall endeavor to acquire accreditation for
BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
AUGUST 19, 2021

all programs and units for which professional accreditation is available and shall comply with the procedures as set forth in 508 below.


3. SYSTEM – APPROVAL FOR FIRST READING OF DELETION OF BOARD POLICY 517 – EDUCATOR PREPARATION PROGRAMS

Board approval for first reading is requested to delete Board Policy §517 – EDUCATOR PREPARATION PROGRAMS. The requested amendment to Board Policy §507 – ACCREDITATION ensures that Educator Preparation Providers shall acquire accreditation for their academic units. No other academic programs or disciplines are specifically referenced in Board Policy. This eliminates the need for a separate accreditation policy for education programs. The policy, as written, gives the Mississippi Department of Education the authority to approve the national accreditor for all IHL educator preparation programs. The Council for Higher Education Accreditation has approved more than one accreditor for educator preparation providers, and IHL educator preparation providers want to retain the authority to select the accreditor appropriate for their units.

The IHL Education Deans presented this request for deletion of Policy 517 – EDUCATOR PREPARATION PROGRAMS to the IHL Chief Academic Officers, and it was unanimously approved.

517 EDUCATOR PREPARATION PROGRAMS

All educator preparation programs shall be appropriately accredited by the national accrediting body approved by the Mississippi Department of Education and meet all Mississippi Department of Education standards so program graduates may receive appropriate licensure from the Mississippi Department of Education.

(BT Minutes, 3/2008; 2/2018)

4. SYSTEM – APPROVAL FOR FIRST READING OF DELETION OF BOARD POLICY 518 – QUALITY ASSURANCE POLICY FOR BEGINNING TEACHERS

Board approval for first reading is requested to delete Board Policy §518 – QUALITY ASSURANCE POLICY FOR BEGINNING TEACHERS. No other academic programs or disciplines are specifically referenced in Board Policy. The Mississippi Department of Education (MDE) program approval process by the Licensure Commission and the annual
review of Educator Preparation Providers by MDE ensures candidates have the coursework, exams, and internships required.

The IHL Education Deans presented this request for deletion of Policy 518 – QUALITY ASSURANCE POLICY FOR BEGINNING TEACHERS to the IHL Chief Academic Officers, and it was unanimously approved.

518 QUALITY ASSURANCE POLICY FOR BEGINNING TEACHERS

Each institution will assure that its graduates:

- Have completed an accredited educator preparation program, passed the entrance and exit examinations, and successfully completed a supervised student teaching experience in a K-12 setting;
- Have sufficient subject matter knowledge in all areas included on their teaching certificate;
- Can demonstrate success in bringing students from diverse cultural, ethnic, international, and socio-economic groups to high levels of learning;
- Are able to use telecommunication and information technologies as tools for learning; and
- Can maintain an environment conducive to learning.

Within the first two years after graduation, the university will provide additional training to any graduate who is teaching in-field, endorsed at the appropriate grade level, and is judged by both the employing Mississippi school district and the university school district liaison to need such training to be more effective. This training will be provided at no cost to the teacher or to the school district and will employ an individualized plan with specified learning outcomes agreed upon between the school district and the university.

Before remediation is requested by the school district, there must be at least two formal assessments, documentation of professional development provided by the school, a copy of the professional improvement plan, and a written explanation of the principal’s rationale for referring the teacher to the university.

This policy does not apply in situations where the teacher has been given an unreasonable number of assignments, an out-of-field assignment, an excessive number of students, or when other contextual arrangements exist which conflict with the idea of minimal and necessary support for beginning teachers.

(BT Minutes, 4/2001; 3/2008)
5. **SYSTEM – APPROVAL FOR FIRST READING OF DELETION OF BOARD POLICY 519 – QUALITY ASSURANCE POLICY FOR BEGINNING ADMINISTRATORS**

Board approval for first reading is requested to delete Board Policy §519 – QUALITY ASSURANCE POLICY FOR BEGINNING ADMINISTRATORS. No other academic programs or disciplines are specifically referenced in Board Policy. The Mississippi Department of Education (MDE) program approval process by the Licensure Commission and the annual review of Educator Preparation Providers by MDE ensures candidates have the coursework, exams, and internships required.

The IHL Education Deans presented this request for deletion of Policy 519 – QUALITY ASSURANCE POLICY FOR BEGINNING ADMINISTRATORS to the IHL Chief Academic Officers, and it was unanimously approved.

**519 QUALITY ASSURANCE POLICY FOR BEGINNING ADMINISTRATORS**

Each institution will assure that its graduates:

- have completed an accredited administrator preparation program, passed the entrance and exit examinations, and successfully completed a supervised student teaching experience in a K-12 setting;
- have sufficient subject leadership knowledge in all areas included on their administrator certificate;
- can demonstrate successful leadership in bringing students from diverse cultural, ethnic, international, and socio-economic groups to high levels of learning;
- are able to use telecommunication and information technologies as tools for learning; and
- can maintain an environment conducive to learning.

Within the first two years after graduation, the university will provide additional training to any graduate who is employed as a building principal/assistant principal and is judged by the employing Mississippi school district and the university school district liaison to need such training to be more effective. This training will be provided at no cost to the principal/assistant principal or to the school district and will employ an individualized plan with specified learning leadership outcomes agreed upon between the school district and the university.

Before remediation is requested by the school district, there must be at least two formal assessments, documentation of professional development provided by the
school, a copy of the professional improvement plan, and a written explanation of the superintendent’s rationale for referring the principal/assistant principal to the university.

This policy does not apply in situations where the principal/assistant principal has been given an unreasonable number of assignments or when other contextual arrangements exist which conflict with the idea of minimal and necessary support for beginning principal/assistant principals.

(BT Minutes, 3/2001; 3/2008)

STAFF RECOMMENDATION: Board staff recommends approval of items 1-5 for first reading.
1. **SYSTEM- APPROVAL FOR TEMPORARY RELIEF THROUGH DECEMBER 31, 2021 FOR ALL INSTITUTIONS FROM APPROVAL REQUIREMENTS FOR ITEMS OTHERWISE REQUIRING APPROVAL BY THE BOARD OF TRUSTEES OR COMMISSIONER PURSUANT TO BOARD POLICY 707- CONTRACTS, AND BOARD POLICY 905- REAL ESTATE MANAGEMENT WHEN SUCH POLICY REQUIREMENTS IMPEDE THE INSTITUTION’S ABILITY TO DEAL WITH COVID-19 RELATED ISSUES, AND REQUEST FOR DELEGATION OF AUTHORITY TO THE COMMISSIONER TO APPROVE RELIEF FROM ANY OTHER POLICY REQUIREMENTS OR PRACTICES NECESSITATED BY THE COVID-19 EMERGENCY**

**Agenda Item:** The Board office requests that the Board provide all institutions through December 31, 2021 temporary relief and waive 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 through December 31, 2021, for the health and well-being of students, employees, and guests on all IHL campuses and facilities. Previously, the Board approved this waiver for UMMC effective March 19, 2020. This waiver was expanded to all institutions on September 4, 2020 with an original expiration date of December 31, 2020. At the November 19, 2020 meeting, this waiver was extended through May 31, 2021. At May 31, 2021 the temporary waiver expired for all institutions.

Board Policy 707 – Contracts governs, among other things, the contracts and leases entered into by the institutions. Specifically, it requires, in part, that any land acquisitions exceeding $100,000, any leases in an amount greater than $100,000, and all other land, personal property, and services contracts requiring an aggregate expenditure of more than $250,000 require approval by the Board of Trustees. This policy also governs approvals required for prepayments and for some revenue contracts.

Board Policy 905 – Real Estate Management further governs, among other things, the purchase and sale of land and leases of property and requires a Phase I or more detailed Environmental Report.

The Board office also requests that authority be delegated to the Commissioner, through December 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.
Board Staff Recommendation: Board staff recommends that the Board waive for all institutions through December 31, 2021 approvals required by Board Policy 707 (to include policies 707.01, 707.02 and 707.03) and Board Policy 905, as described above, and delegate authority to the Commissioner to waive other policies and practices as may arise as a barrier to the efficient operation of the institutions and the health and well-being of students, employees, and guests. Board staff recommends the following processes and conditions govern this waiver and temporary delegation:

1. All such contracts, leases, purchases, and other items be reported to the Board as information items in such form and such detail as may be required for other contracts and items otherwise requiring approval by the Board or Commissioner,

2. Legal staff from each institution or a special assistant Attorney General is to provide a legal opinion as to compliance with applicable law for each contract/lease/legally binding document entered into,

3. Each action taken for items otherwise requiring approval by the Board or Commissioner must include a specific justification explaining the necessity related to the Covid-19 pandemic when reported to the Board as information,

4. For requests to the Commissioner for waivers of policies other than Board Policies 707 and 905, the institution must present a justification to the Commissioner explaining why extraordinary waiver of policies and practices is warranted as it relates to the Covid-19 pandemic, and

5. The Commissioner shall notify the Board when the temporary period no longer warrants extraordinary waiver of the requirements of the Board’s Policies should the public health crisis caused by Covid-19 end sooner than December 31, 2021.

Board staff recommends approval of this item.

2. **UMMC-APPROVAL TO INITIATE THE BOND PROCESS TO ACHIEVE NET PRESENT VALUE SAVINGS FOR A PAR VALUE NOT TO EXCEED $175 MILLION FOR SERIES, 2017A AND TO APPROVE BOND COUNSEL, FINANCIAL ADVISOR, AND UNDERWRITERS**

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests permission to issue through the Medical Center Educational Building
Corporation (MCEBC) revenue bonds in one or more tax-exempt or taxable series to finance certain improvements and other capital expenditures, to refund all or a portion of the outstanding Revenue Bonds, Series 2017A (New Facilities and Refinancing Project) (the “Prior Bonds”). The combined savings from the refunding of the Prior Bonds will be sufficient to pay the debt service on the bonds being issued to finance capital expenditures in a principal amount not to exceed $25 million.

UMMC also requests the payment of costs of issuance, sale and delivery of the bonds and approval of necessary bond documents.

UMMC also requests that the Board review and approve the financial adviser’s report provided by Hilltop Securities.

Following are the professionals:

- Financial Advisor – Hilltop Securities
- Bond Counsel – Jones Walker LLP
- Senior Underwriter – Raymond James

UMMC requests that the Board waive the requirement found in Board Policy 906 for approval of the resolution granting permission for issuance of bonds at a subsequent meeting and that the Board approve the proposed resolution at its August 2021 meeting or delegate authority to the Finance Committee to approve the resolution prior to the next Board meeting so that UMMC may realize the opportunities presented by the bond issue in an expeditious manner, due to the ongoing pandemic.

Contractor’s Legal Name: Hilltop Securities will serve as financial advisor. Jones Walker LLP will serve as bond counsel, in accordance with the terms of the contractual agreement for legal services approved by the Office of Attorney General. Raymond James will serve as senior underwriter.

History of Contract: MCEBC previously issued Prior Bonds in 2017. This contract was proposed as part of the financial review process by Hilltop Securities and the senior underwriter. UMMC can realize a significant savings by refunding the Prior Bonds.

Specific Type of Contract: These bonds will be issued at fixed rates with a term that will clearly mirror the existing amortization schedules.

Purpose: The primary purpose of issuing the bonds is to realize interest rate savings for UMMC by refunding the Prior Bonds. A second purpose of issuing the bonds to finance various improvements to the facilities of UMMC without an increase in overall annual debt service obligations as a result of the refinancing transactions described above.
Scope of Work: Preparation and sale of the bonds and related financial analysis and legal work.

Term of Contract: The term of the new bonds will closely match the term of the existing debt which is being refinanced.

Termination Options: n/a

Contract Amount: MCEBC expects to issue up to $175 million par value in fixed rate bonds for the purposes set forth above.

Funding Source for Contract: Patient Revenues

Contractor Selection Process: The senior underwriter, the financial advisor and bond counsel were selected based on past experience, and the firms’ unsolicited proposals.

STAFF RECOMMENDATION: Board Policy 906 states “After consideration of the financial advisor’s analysis and other factors that the Board deems material, the Board may approve the issuance of debt by the educational building corporation, in the discretion of the authorized representatives of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, which authorization may be conditioned on the specific level of NPV savings being achieved. Refinancing or defeasing of debt does not require a subsequent meeting of the Board of Trustees provided the financial advisor has provided a report demonstrating adequate net present value savings and the bond resolution and form of bond documents have been presented to and approved by the Board.”

The University is presenting the Financial Advisor’s report for the Board’s review along with the intent, justification, and project professionals. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. **JSU - APPROVAL TO INITIATE THE BOND PROCESS TO ACHIEVE NET PRESENT VALUE SAVINGS FOR A PAR VALUE NOT TO EXCEED $80 MILLION FOR SERIES 2015A, SERIES 2017, AND SERIES 2017A AND TO APPROVE BOND COUNSEL, FINANCIAL ADVISOR, AND UNDERWRITERS**

Agenda Item Request: JSU requests permission to issue through the Jackson State University Educational Building Corporation (JSU EBC) revenue bonds in one or more tax-exempt and/or taxable series to refund all or a portion of its outstanding Revenue Bonds, Series 2015A (the “Series 2015A Bonds”), its outstanding Taxable Revenue Bonds, Series 2017 (the “Series 2017 Bonds”) and its Taxable Revenue Refunding Bonds, Series 2017A (the “Series 2017A Bonds” and collectively with the Series 2015A Bonds and the Series 2017 Bonds, the “Prior Bonds”).
JSU also requests the payment of costs of issuance, sale and delivery of the bonds and approval of necessary bond documents.

JSU also requests that the Board review and approve the financial advisor’s report provided by Hilltop Securities.

Following are the professionals:

- **Financial Advisor** – Hilltop Securities
- **Bond Counsel** – Jones Walker LLP
- **Underwriter/Placement Agent** – Raymond James & Associates, Inc.

**Contractor’s Legal Name:** Hilltop Securities will serve as financial advisor. Jones Walker LLP will serve as bond counsel, in accordance with the terms of the contractual agreement for legal services approved by the Office of Attorney General. The method of sale will be either a negotiated sale, or private placement as determined by Jackson State University (JSU). Raymond James & Associates, Inc. will serve as underwriter if the refunding bonds are sold through a negotiated public sale. Raymond James & Associates, Inc. will serve as placement agent if the bonds refunding bonds are sold in a private placement.

**History of Contract:** JSU EBC previously issued the Prior Bonds in 2015 and 2017. This contract was proposed as part of the financial review process by Hilltop Securities.

**Specific Type of Contract:** These bonds will be issued at fixed rates

**Purpose:** The primary purpose of issuing the bonds is to restructure the debt and realize interest rate savings for JSU by refunding the Prior Bonds.

**Scope of Work:** Preparation and sale of the bonds and related financial analysis and legal work.

**Term of Contract:** The term of the new bonds will closely match the term of the existing debt which is being refinanced.

**Termination Options:** n/a

**Contract Amount:** JSU EBC expects to issue up to $80 million par value in fixed rate bonds for the purposes set forth above.

**Funding Source for Contract:** Revenues currently being used for debt service on the Prior Bonds.

**Contractor Selection Process:** Underwriters/placement agent, financial advisor and bond counsel were selected based on past experience, and the firms’ unsolicited proposals.
STAFF RECOMMENDATION: Board Policy 906 states “After consideration of the financial advisor’s analysis and other factors that the Board deems material, the Board may approve the issuance of debt by the educational building corporation, in the discretion of the authorized representatives of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, which authorization may be conditioned on the specific level of NPV savings being achieved. Refinancing or defeasing of debt does not require a subsequent meeting of the Board of Trustees provided the financial advisor has provided a report demonstrating adequate net present value savings and the bond resolution and form of bond documents have been presented to and approved by the Board.”

The University is presenting the Financial Advisor’s report for the Board’s review along with the intent, justification, and project professionals. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. UMMC- APPROVAL TO ENTER INTO LETTER AGREEMENTS WITH GENZYME CORPORATION

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into two (2) Letters of Agreement with Genzyme Corporation (Genzyme) for the provision of the drug Lemtrada, which is used to treat relapsing, remitting multiple sclerosis (MS). The first Letter of Agreement provides the drug at Wholesaler Acquisition Cost (WAC) pricing, and the second Letter of Agreement provides for the drug based on 340-B pricing. UMMC also requests approval to add or remove items under the agreement without seeking prior Board approval, as long as it does not increase the approved expenditure level.

Contractor’s Legal Name: Genzyme Corporation

History of Contract: On September 15, 2016, the Board approved two (2) Letters of Agreement with Genzyme for a term of two (2) years and three (3) months. On November 15, 2018, the Board approved amendments to extend the agreements for a total amended term of five (5) years to allow UMMC to continue purchasing the Lemtrada drug at WAC and/or 340-B pricing for treatment of MS in UMMC patients. The current agreements will expire on October 5, 2021.

Specific Type of Contract: These are two (2) new Letters of Agreement.

Purpose: The purpose of each Letter of Agreement is to purchase Lemtrada, a drug utilized to treat relapsing, remitting multiple sclerosis (MS) in patients that have failed two or more other MS therapies. The first letter of agreement provides Lemtrada at WAC pricing, and the second provides the drug at 340-B pricing. Both Letters of
Agreement contain the same terms and conditions other than pricing. WAC is the standard pricing method for the pharmacy industry. 340-B pricing is provided through the Health Resources and Services Administration (HRSA), a division of the United States Department of Health and Human Services. Under this program, the federal government requires drug manufacturers to provide outpatient drugs to eligible healthcare facilities at significantly reduced pricing. Participation in the 340-B program allows hospitals to pass along cost savings to their outpatients.

**Scope of Work:** Pursuant to these Letters of Agreement, Genzyme will provide Lemtrada at WAC and 340-B pricing.

UMMC will enroll and participate in the Lemtrada Risk Evaluation and Mitigation Strategy Program (REMS). A REMS program is required by the Federal Drug Administration (FDA), to manage known or potential serious risks associated with a drug product that is approved by the FDA, when data shows that there is significant risk related to the drug exists.

UMMC also agrees to ensure patients administered the drug are enrolled in the REMS program.

**Term of Contract:** Each Letter of Agreement is for a term of five (5) years, two (2) months and twenty-five (25) days, from October 6, 2021, through December 31, 2026.

**Termination Options:** Termination options include the following:
- immediately by Genzyme in the event UMMC fails to operate in accordance with the Lemtrada REMS Program;
- immediately by Genzyme in the event Genzyme determines that any provision of the agreement is in violation of Mississippi law; and
- by either party with or without cause upon thirty (30) business days’ written notice.

**Contract Amount:** The total estimated cost of the Letters of Agreement over the five (5) year term is $14,000,000. UMCM has included a ten percent (10%) increase beginning in year two (2) to account for potential increases in drug pricing (both WAC and 340-B) and increased patient volume.

**Funding Source for Contract:** The Letters of Agreement will be funded through hospital patient revenue.

**Contractor Selection Process:** The drug Lemtrada qualifies as a clinical commodity under Miss Code Ann §31-7-1, which is 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

5. SYSTEM—APPROVAL TO PURCHASE DISASTER RESPONSE SERVICES

Agenda Item Request: The Mississippi Institutions of Higher Learning’s Executive Office (IHL) requests approval to enter into four disaster response, mitigation, and remediation services contracts on an as needed basis. The approval will authorize universities and the IHL Board Office to directly enter individual contracts with the selected vendors.

Contractors’ Legal Name: Cotton Commercial USA (Cotton), Guarantee Restoration Services (Guarantee), NorthStar Recovery Services (NorthStar), and ServiceMaster Recovery Management (ServiceMaster).

History of Contract: These are new service contracts for the system.

Specific Type of Contract: These contracts are for disaster response, mitigation, and remediation services. While the contracts do not require a university to purchase the services, the purpose of this procurement is to pre-negotiate pricing and preferred client status to ensure that any university in the system, and the Board Office, will be in the best position to procure disaster response services when needed. In the event of a large-scale event, having multiple contracts pre-approved by the Board for use by the universities or the Board Office will help ensure that adequate services are available within a short amount of time, and IHL entities can incorporate these services into their disaster response planning. A system approach increases negotiating leverage based upon potential volume, and it is advantageous to pre-negotiate pricing rather than attempt to negotiate for services during an emergency.

Purpose: To establish approved disaster response and mitigation contracts with pricing and availability established prior to a substantial disaster or loss.

Scope of Work: To provide labor, equipment, and materials in response to substantial property loss events, to include water extraction and drying, board-up and tarping, fire, smoke, and soot cleanup and restoration, and other response, mitigation, or remediation services. Services will be documented so as to meet FEMA requirements.

Term of Contract: These contracts will begin September 1, 2021, and terminate September 1, 2025, unless terminated sooner.
Termination Options: IHL or the contracting university may, with or without cause, terminate a resulting contract with 30-days written notice.

Contract Amount: The cost will vary based upon the IHL entity’s (the university or the Board Office) agreed-upon scope of work which will be necessitated by the particular loss event. Contractors have quoted pricing for a variety of services and ancillary commodities, which may be categorized generally as labor, transportation and logistics, restoration equipment, power and distribution, environmental control, consumable materials, small tools, and third-party expense. Although the contract amounts will vary based upon the scope of work, an estimated maximum dollar amount per contract will not exceed $5,000,000 without coming back to the Board to authorize a higher contract dollar-amount cap. An annual rate adjustment may apply, when justified, with the mutual agreement of the vendor and an authorized IHL or university procurement officer. This provision is not an automatic annual rate increase but rather is a mechanism to account for unanticipated cost fluctuations.

Funding Source for Contract: The contracting entity, being a University or IHL, will pay directly for the services in which they contract, however, it is anticipated that the majority of these services would be paid by the system’s property insurance carrier, since the primary purpose of these contracts is to respond to large losses. Current university deductibles range from $100,000 to $250,000 per occurrence. Universities and/or IHL will contract directly with the vendor or vendors of their choice on an as-needed basis.

Contractor Selection Process: IHL’s Office of Risk Management and Office of Property and Procurement conducted an RFP process in accordance with best practices. The RFP was advertised in the Clarion Ledger and notice letters were mailed and/or emailed to viable vendors. Eight submissions were received, and selection criteria was based upon quality, experience, and pricing. Initial scoring resulted in a group of five finalists who were invited to present before a Selection Committee.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Cost out of 50 Points</th>
<th>Quality / Experience out of 50 Points</th>
<th>Total out of 100 Points</th>
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</thead>
<tbody>
<tr>
<td>Guarantee</td>
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<td>41</td>
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<td>NorthStar</td>
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<tr>
<td>ServPro</td>
<td>32</td>
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<td>75</td>
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The above finalists presented before a Selection Committee of eight people. The Committee voted as a group to recommend four of the five finalists. The four recommended contractors after presentations were also the top four scoring contractors based upon the written proposals. Approving four contractors helps ensure resources will be available and provides each university with the flexibility to select the contractor that it believes will best suit its needs. All four of the recommended companies had excellent and relevant experience along with competitive pricing.

**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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. **MSU-APPROVAL TO ENTER INTO A SUBSCRIPTION AGREEMENT WITH ELSEVIER B.V.**

**Agenda Item Request:** MSU, UM, USM and UMMC (the “Consortium”) jointly seek approval to enter into a Master Subscription Agreement with *Elsevier B.V.* ("Elsevier") and further seek retroactive approval effective January 1, 2021.

**Contractor’s Legal Name:** Elsevier B.V.

**History of Contract:** The Consortium members have previously had individual multi-year journal subscription with Elsevier. As a cost savings measure, the Consortium and Elsevier concluded that a collective agreement was in the Consortium’s best interest. The terms and conditions of this contract were negotiated as a collaborative endeavor led by the Dean of Libraries from Mississippi State University, University of Mississippi, University of Mississippi Medical Center and the University of Southern Mississippi. The Order Authorization Form for each institution will state the content and products licensed to that institution.

**Specific Type of Contract:** This is a new contract to establish subscription renewal agreements for electronic journals at the contract partner institutions.

**Purpose:** The purpose of the agreement is to license access to the content of electronic journals on the Elsevier ScienceDirect platform accessed by students, faculty, and researchers affiliated with the Consortium members sharing the cost and access to these journals. The content of these journals is not available for electronic access from any other vendor.
**Scope of Work:** Elsevier will provide all faculty, staff, and students access to over 240 subscribed titles, the Cell Press and North American Veterinary Clinic journal Collections which provide a total of 15 titles, and the Freedom Collection which provides access to approximately 2375 titles. During the license term, patrons will have access to the current electronic file and retrospective content back to 1995. The agreement provides terms where Elsevier will provide continuous electronic access to content purchased and will also provide access to usage data for analysis by librarians/administrators. The Universities’ obligations under this contract are to provide secure access to the content to authorized users through authentication measures and to protect the content from unauthorized users. The Universities are under obligation to report known unauthorized access and to investigate and disable access to unauthorized users if notified by Elsevier of a suspected breach.

**Term of Contract:** The term of the agreement is for four years. Start Date: January 1, 2021. End Date: December 31, 2024.

**Termination Options:**

*Termination of this Agreement.*

Either party may terminate this Agreement upon prior written notice (a) in the event of a material breach or persistent non-material breaches by the other party of any of its obligations under this Agreement and the party said to be in breach fails to cure the breach within thirty (30) days after receipt of the notice of breach or (b) upon thirty (30) days written notice if at time there are not active Order Authorization Forms.

*Termination of Order Authorization Forms.*

Either party may terminate an Order Authorization Form upon prior written notice in the event of a material breach or persistent non-material breaches by the other party of any of its obligations under such Order Authorization Form and the party said to be in breach fails to cure the breach within thirty (30) days after receipt of the notice of breach. Upon termination of an Order Authorization Form(s) due to breach by Elsevier, Elsevier will refund to the Subscribing Institution that portion of paid Fees attributable to the unused portion of the remainder of the term of the affected Order Authorization Form(s).

*Early Termination*

Any Subscribing Institution may terminate an Order Authorization Form as it pertains to such Subscribing Institution upon giving at least sixty (60) days prior written notice to Elsevier if sufficient library resources funds are not provided, allocated or allotted in future budgets of the Subscribing Institution (or reasonably available or expected to
become available from other sources at the time the Subscribing Institution’s payment obligation attaches) to permit the Subscribing Institution, in the exercise of its reasonable administrative discretion, to continue the Order Authorization Form. The effective date for providing notice shall be after 1 November 2023. Should a Subscribing Institution terminate an Order Authorization Form, it will have no impact to the terms for the remaining Subscribing Institutions.

**Contract Amount:**

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Minor changes in the selected titles could occur that could slightly change the monetary value of the contract.

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

**Contractor Selection Process:** The Dean of Libraries at Mississippi State University, University of Mississippi, University of Mississippi Medical Center and the University of Southern Mississippi jointly negotiated the terms and conditions of this contract in an effort to leverage better terms/conditions. The institutions have a shared title list, with an allotment of the spend for each institution contributing to the overall title list. The overall contributed spend will differ by institution based on prior contract costs. The new contract resulted in a lower annual inflation rate and a reduction in the overall spend. New inflation rates are year 1 -0%, year 2 - 0%, year 3 - 2%, and year 4 - 2%. The contractor was selected because Elsevier, B.V. is a proprietary provider of the content. No other vendor offers the 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. Legal Staff has reviewed the proposed Agreement for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
7. **UMMC – APPROVAL TO ENTER INTO A RENTAL AGREEMENT WITH ABBOTT LABORATORIES, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval for additional funding for its current Rental Agreement with Abbott Laboratories, Inc. (Abbott) for specialty equipment and supplies related to Ventricular Assist Devices (VAD) and circulatory support needed for patients with a VAD or following a cardiac procedure. A VAD is an electromechanical device used to partially or completely replace the function of a failing heart. The agreement allows UMMC to rent either type of VAD equipment on an as-needed basis for back-up needs or while any UMMC-owned equipment is being serviced.

**Contractor’s Legal Name:** Abbott Laboratories, Inc.

**History of Contract:** On February 11, 2020, the IHL Commissioner approved a five (5) year agreement with Abbott for an estimated cost of $95,000.

UMMC currently uses two kinds of VAD consoles for Mechanical Circulatory Support (MCS): the CentriMag and HeartMate. UMMC currently owns two (2) CentriMag consoles, and both devices are at end of life. UMMC also owns three (3) HeartMate consoles, which are all currently in use on patients. MCS options vary based on the need of the patient and the preference of the physician, and are managed by three (3) different departments at UMMC, which can complicate decision making and product utilization. In May 2020, two (2) patient scenarios required the use of the CentriMag products. UMMC attempted to use CentriMags owned by UMMC; however, the equipment was not functioning correctly, so UMMC rented Abbott CentriMag equipment to adequately care for the patients. Three (3) CentriMag units were rented in order to care for the two (2) current patients and maintain a back-up at all times. In June 2020, UMMC planned to return the rental equipment, but the returns were canceled due to another potential patient need for the equipment. This was during the peak of the COVID-19 pandemic, and there was an increased need for MCS devices requiring all patient care teams to use every option available to support patients. UMMC shifted practices during the pandemic to allow for the treatment of COVID-19 patients. Processes previously relied upon for equipment tracking and management also changed during this time, so the rented equipment still remaining on site was not discovered timely. Thus, UMMC has incurred costs exceeding the amount originally projected for the Agreement. To date, UMMC has paid invoices in the amount of $95,000, but has incurred an additional $132,130 that has not yet been paid for the rental of the three (3) CentriMag devices, for a total incurred cost to date of $227,130. Invoices received from Abbott since January 2021 did not align with the contracted rate, and UMMC has requested revised, accurate invoices for the amount incurred to date.

**Specific Type of Contract:** This is a request to add funds to the Rental Agreement.
Purpose: The purpose of this request is to add funds to the Agreement. The agreement is to rent specialty equipment and supplies related to Ventricular Assist Devices (VAD). A VAD is an electromechanical device used to partially or completely replace the function of a failing heart. UMMC currently uses two kinds of VAD consoles for Mechanical Circulatory Support (MCS): the CentriMag and HeartMate. Both consoles act as a monitor to read the information produced by the corresponding VAD, such as pressure and flow. The CentriMag VAD is an external mechanical circulatory support system for the left, right, or both ventricles of the heart. It is used on a temporary basis for patients in varying degrees of heart failure. The HeartMate VAD is an internal left ventricular assist device designed to improve survival and quality of life. It can be used for years of circulatory support or until a heart transplant occurs. UMMC currently owns two (2) CentriMag consoles, and both devices are at end of life. UMMC also owns three (3) HeartMate consoles, which are all currently in use on patients. Access to additional equipment is needed in case of a patient emergency, in the event all owned devices are already in use, not functioning, or needed in a clinic setting in the case of the HeartMate console. The agreement allows UMMC to rent the equipment on an as needed basis for back-up needs or while any UMMC-owned equipment is being serviced.

Scope of Work: Under the agreement, Abbott will rent to UMMC VAD and circulatory support equipment on an as-needed basis.

Term of Contract: The term of the agreement is five (5) years, from March 4, 2020, through March 3, 2025.

Term Options: This agreement may be terminated:
- by either party upon a material breach by the other party; and
- by either party upon thirty (30) days prior written notification to the other party.

Contract Amount: The new estimated total cost over the five (5) year term is $1,015,000. The original estimated cost was $95,000. To date, UMMC has incurred an additional $132,130 under the Agreement. UMMC anticipates the need for an additional $920,000 for the remainder of the term.

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

Contractor Selection Process: UMMC is currently contracted with Abbott.

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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. **UMMC-APPROVAL TO AMEND A PRODUCT SUPPLY AGREEMENT WITH PETNET SOLUTIONS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Product Supply Agreement with PETNET Solutions, Inc. (PETNET) to include Johns Hopkins NIH Research-University of Minnesota/Minneapolis as a delivery location for the purchase of Amyvid, a drug used for Positron Emission Tomography (PET) imaging of the brain in adults who are being evaluated for Alzheimer's disease and other causes of cognitive decline.

**Contractor’s Legal Name:** PETNET Solutions, Inc.

**History of Contract:** In 2019, UMMC received external grant funding for a multisite study of the use of Amyvid, including UMMC, Johns Hopkins NIH Research-Hagerstown, and Johns Hopkins NIH Research-Wake Forest. NuMedRx’s delivery capabilities do not extend outside of Mississippi. PETNET was identified as the only supplier with the capability of providing the drug and delivery to all of the study sites. On March 19, 2020, the IHL approved a five (5) year Product Supply Agreement with PETNET to provide Amyvid for the ARIC-NCS Study across all study sites, which at that time included UMMC, John Hopkins NIH Research-Hagerstown and Johns Hopkins NIH Research-Wake Forest.

**Specific Type of Contract:** This is the first amendment to the Product Supply Agreement.

**Purpose:** The purpose of the amendment is to add Johns Hopkins NIH Research-University of Minnesota/Minneapolis as a delivery location for Amyvid. The purpose of the Agreement is to purchase Amyvid, a drug used for Positron Emission Tomography (PET) imaging of the brain in adults who are being evaluated for Alzheimer's disease and other causes of cognitive decline. In 2019, UMMC received external grant funding for a multisite study of the use of Amyvid. PETNET will provide Amyvid for the ARIC-NCS Study across all study sites.

**Scope of Work:** Under the amended Agreement, PETNET will provide Amyvid for the ARIC-NCS Study across all study sites, including UMMC, Johns Hopkins NIH Research-Hagerstown, Johns Hopkins NIH Research-Wake Forest, and Johns Hopkins NIH Research University of Minnesota/Minneapolis.

**Term of Contract:** The amendment does not change the term of the Agreement, which remains five (5) years, from March 20, 2020, through March 19, 2025.
Termination Options: The Agreement may be terminated as follows:

- By PETNET if UMMC uses single dose of product for more than one patient;
- By either party of the other party breaches a material term of the Agreement and such breach remains uncured for a period of thirty (30) days upon receipt of written notice;
- By either party upon sixty (60) days’ written notice to the other party; and
- Either party may terminate service at the Johns Hopkins NIH Research-University of Minnesota/Minneapolis location with forty-five (45) days advance notice to the other party.

Contract Amount: The total estimated cost of the amended Agreement is $3,374,894. The original Agreement was approved for a total cost of $2,305,178. UMMC anticipates the need for an additional $1,069,716 for the additional delivery location. Each dose of Amyvid is $3,029.00, plus the cost of delivery for the various study sites.

Funding Source for Contract: The Agreement is funded by the grant funds.

Contractor Selection Process: The radiopharmaceutical products qualify as clinical commodities under Mississippi Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-1.

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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. UMMC - APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH PHILIPS HEALTHCARE

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Service Agreement with Philips Healthcare, a division of Philips North America, LLC (Philips) to provide repair, support, and maintenance on various cardiovascular and radiological equipment owned by UMMC. The types of equipment include ultrasound equipment, Magnetic Resonance Imaging (MRI) equipment, and bi-plane X-ray systems used for interventional cardiology procedures. The agreement will provide planned maintenance services, software updates, as well as parts and labor needed for repairs to cardiovascular and radiological equipment to ensure that equipment is in optimal working condition. Additionally, UMMC requests approval to add or remove equipment from the Agreement without requiring prior submission for Board approval, so long as it does not increase the approved expenditure level.
Contractor’s Legal Name: Philips Healthcare, a division of Philips North America LLC

History of Contract: This is a new service agreement to provide service, maintenance, and repair of cardiovascular and radiological equipment. Historically, UMMC had multiple agreements for service coverage of individual pieces of equipment in different UMMC locations. The proposed agreement will consolidate the separate Philips service agreements and secure discounted pricing of the combined services.

Specific Type of Contract: This is a new Service Agreement.

Purpose: The purpose of the agreement is to service, support, and maintain cardiovascular and radiological equipment owned by UMMC. This agreement will help to ensure all equipment is in optimal working order and in compliance with manufacturer’s specifications. Service and repair coverage includes parts, labor, and software upgrades to repair equipment as needed. The agreement will also replace broken transesophageal echocardiograph (TEE) probes and ultrasound probes.

Scope of Work: Under the agreement, Philips will provide on-site repairs, maintenance, parts delivery, standard replacement parts, discounts on non-covered items, utilization reports, and system upgrades to various imaging equipment at UMMC including ultrasounds, Computed Tomography (CT), Magnetic Resonance Imaging (MRI), and X-ray/fluoroscopy imaging units.

Under the agreement, UMMC will provide equipment service manuals for any non-Philips equipment, maintain any applicable software licenses on the equipment, provide a clean and sanitary work site, dispose of hazardous or biological waste, and use equipment in accordance with published manufacturer’s operating instructions.

Term of Contract: The term of the contract will be three (3) years, from September 1, 2021 through August 31, 2024.

Termination Options: The agreement may be terminated as follows:
- UMMC may cancel service coverage for an individual covered system with sixty (60) days written notice to Philips;
- UMMC may cancel the agreement for breach with sixty (60) days’ notice to Philips if in said breach was not cured within those sixty (60) days;
- UMMC may terminate coverage on equipment with thirty (30) days’ notice to Philips for any equipment sold to a third party but remains installed at UMMC; and
- By UMMC for non-availability of funding.
Contract Amount: The total estimated cost of the agreement is $2,700,000.00. UMMC has included an additional twenty-five percent (25%) over the total service agreement cost of $2,150,152.85 to allow for any variable costs under the agreement. Variables may include services needed outside of normal hours, probe replacements that exceed the total yearly number allowed, and any non-standard parts not covered under the agreement.

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

Contractor Selection Process: Philips is an approved vendor contracted with Vanderbilt Health Purchasing Collaborative, 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

10. UMMC- APPROVAL TO AMEND A MEDICAL OFFICE BUILDING LEASE WITH MEMORIAL HOSPITAL AT GULFPORT

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend the Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to extend the current sublease for an additional two (2) years. UMMC currently subleases approximately 2,880 square feet of clinic space located at 833 Highway 90 in Bay St. Louis, Mississippi, for use as a pediatric outpatient clinic. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow prepayment of rent on the first day of each month.

Contractor’s Legal Name: Memorial Hospital at Gulfport

History of Contract: On November 16, 2017, the Board approved a three (3) year, five (5) month, and five (5) days sublease agreement with MHG, which will expire on August 31, 2021. The property is now owned by Kiosk, Inc. and is leased to MHG through June 4, 2026. MHG has entered into a new lease with Kiosk, Inc. and has agreed to extend UMMC’s sublease an additional two (2) years. UMMC has subleased this medical office space from MHG since March 2018.

Specific Type of Contract: This is the First Amendment to the Medical Office Building Lease.
Purpose: The purpose of the amendment is to extend the sublease of approximately 2,880 square feet from Memorial Hospital at Gulfport for use as a pediatric outpatient clinic for an additional two (2) years.

Scope of Work: Under the Sublease, MHG will:
- Sublease approximately 2,880 square feet of clinical space to UMMC;
- Provide the following, which shall be billed to UMMC and paid for as operating expenses:
  - Air conditioning sufficient to cool the premises and heat sufficient to warm the premises to maintain comfortable temperatures in the premises;
  - Provide utilities including hot and cold running water for all restrooms and lavatories, electricity, gas, rubbish collection, and medical waste (sharps collection) disposal;
  - Janitorial service to include soap, paper towels, toilet tissue for public restrooms, and cleaning supplies;
  - Electrical and mechanical maintenance services; and
  - Maintenance and repairs, such as replacement of light bulbs and air conditioning filters, unclogging of plumbing fixtures, etc.;
- Remove any interior or exterior signage identifying MHG;
- Clean, wax, and seal all flooring;
- Remove all soap and foam dispensers; and
- Clean and/or replace any stained or damaged ceiling tiles.

UMMC will use the premises for a medical clinic.

Term of Contract: The term of the amended sublease is five (5) years, five (5) months, and five (5) days, expiring August 31, 2023.

Termination Options: Termination options include:
- By UMMC in the event MHG causes any utility service interruption lasting longer than 30 consecutive days;
- By either party in the event of a partial destruction of the premises and MHG does not elect to make repairs or if the repairs cannot be made within 120 days;
- By either party in the event of a total destruction of the building;
- Automatically if the whole of the premises or building or so much thereof as to render the balance unusable by UMMC shall be taken under power of eminent domain, condemnation or by deed in lieu of foreclosure or otherwise;
- By UMMC in the event of a partial taking under power of eminent domain, by giving MHG written notice within 30 days after UMMC’s receipt of written notice of such partial taking;
By either party in the event the other party commits an act of default under the Sublease, by giving the defaulting party at least ten (10) days’ prior written notice;

By either party in the event any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, and the parties fail to agree upon modified terms within 90 days;

By either party immediately upon breach of any of the following ongoing representations and warranties that it, its officers, directors and employees:

- are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
- 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; and
- are not under investigation or otherwise aware of any circumstances which may result in the party being excluded from participation in the Federal Healthcare Programs or any state healthcare programs;

By either party in the event of an adverse change in law and the parties fail to agree upon modified terms within 60 days; and

Automatically upon the expiration or termination of the lease agreement between MHG and Kiosk, Inc.

**Contract Amount:** The total cost of the amended Sublease is $431,422.52 over the extended term. Operating expenses were estimated based on historical use averages at this location with a 3% annual inflation adjustment that started in year two (2) of the sublease.

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

**Contractor Selection Process:** UMMC is currently contracted with MHG.

**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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
1. **SYSTEM – APPOINTMENT OF TERESA HUBBARD TO THE EDUCATION ACHIEVEMENT COUNCIL**
   The Education Achievement Council was established by the Mississippi Legislature for the purpose of sustaining attention to the goal of increasing the educational attainment and skill level of the state’s working population to the national average by 2025. The EAC includes twenty-three members who represent education stakeholders from K-12, community colleges, universities, Legislators, state agencies and the business community. According to Miss. Code §37-163-1, two members of the IHL Board of Trustees shall serve along with the Commissioner of Higher Education. Further, the IHL Board is to appoint three university presidents, one of whom must be from an historically black university. There is no term length for appointees.

   Currently, Trustee Tom Duff serves as one of the IHL Board members who serve on the EAC. Institutional representatives include Dr. Felecia M. Nave, President of Alcorn State University; Mr. Bill LaForge, President of Delta State University; and Dr. Jerryl Briggs, President of Mississippi Valley State University. Board approval is requested to appoint Trustee Teresa Hubbard to replace former Trustee Shane Hooper as the second member of the IHL Board to serve on the EAC. There is no term length for appointees.

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

2. **SYSTEM – REAPPOINT GEE OGLETREE AS A REPRESENTATIVE TO THE MISSISSIPPI COMMISSION FOR VOLUNTEER SERVICE**
   In accordance with Miss. Code § 43-55-1 et seq., one member of the IHL Board of Trustees serves as a representative on the Mississippi Commission for Volunteer Service (MCVS) with voting rights. MCVS was established to encourage community service and volunteer participation as a means of community and state problem-solving; to promote and support voluntary citizen involvement in government and private programs throughout the state; to provide a means by which the state may develop a coordinated, unified plan in response to the National and Community Service Act of 1993; to develop a long-term, comprehensive vision and plan of action for community service initiatives in Mississippi primarily focused in the areas of education, public safety, human needs and the environment; and to serve as the state’s liaison to national and state organizations that support its mission. Members serve three-year terms. Commission members are allowed to serve two consecutive terms before having to step down for a year.

   On October 1, 2018, Trustee Gee Ogletree was appointed to serve as the representative. His term ends September 30, 2021. Board approval is requested to reappoint Trustee Gee Ogletree as the next representative for the term October 1, 2021 – September 2024.

   **Staff Recommendation:** Board staff recommends approval of this item.
3. **SYSTEM – REQUEST FOR APPROVAL OF THE STRENGTHENING MISSISSIPPI ACADEMIC RESEARCH THROUGH (SMART) BUSINESS ACCELERATOR INITIATIVE GUIDELINES AND BOARD OF TRUSTEES DELEGATION TO THE COMMISSIONER TO APPROVE THE APPLICATION FORM, REVIEW PROCESS AND SELECTION OF RECIPIENTS.**

Pursuant to SB 2839, which was passed during the 2021 Legislative Session, approval is requested for guidelines to enable IHL to administer the SMART Business Accelerator Initiative, a grant program to support the validation of state-owned intellectual property.

The Strengthening Mississippi Academic Research Through (SMART) Business Act was adopted in 2013 to encourage Mississippi companies to engage with public universities to conduct research. The original Act set aside $5,000,000 per year from current year tax collections for a rebate to businesses who contracted with a university for research. A company can receive 25% of the cost of the research back as a rebate up to $1,000,000 per year. The number of companies taking advantage of this program has been limited. During the 2021 Legislative Session IHL requested an amendment to the SMART Business Act to re-allocate a portion of the funds to support university research through the development of state-owned intellectual property.

SB 2839 amended the SMART Business Act to allocate funds $1,500,000 previously available for the SMART Business Act Rebate to establish the SMART Business Accelerator Initiative. The SMART Business Accelerator Initiative will fund grants to support university research and the development of state-owned intellectual property. Grants up to $150,000 may be used by public universities or affiliated university research corporations to validate the commercial viability of state-owned intellectual property through activities such as the development of early product concepts, conducting proof-of-concept studies and/or manufacturing prototypes.

With this amendment, $3,500,000 remains available for rebates to investors under the original SMART Business Act Rebate. The guidelines for the SMART Business Act Rebate were not changed by SB 2839 and remain as approved by the Board of Trustees in June 2013.

The Mississippi Legislature authorized IHL, in accordance with the Mississippi Administrative Procedures Act, to promulgate rules and regulations, application forms and any other forms necessary for the implementation and administration of the SMART Business Accelerator Initiative. Therefore, approval is requested to submit the SMART Business Accelerator Initiative guidelines to the Mississippi Secretary of State’s Office in accordance with the Administrative Procedures Act. Also, Board approval is requested for delegation of authority to the Commissioner or his designee to approve the application form, review process and selection of recipients.

The proposed guidelines for your consideration are as follows:

**Strengthening Mississippi Academic Research Through Business (SMART) Business Accelerate Initiative Guidelines**

**Section 1. Funding Opportunity Title**
SMART Business Accelerate Initiative Application

Section 2. Funding Opportunity Purpose/Description

The SMART Business Accelerate Initiative, as established by Mississippi law, is intended to promote the development of state-owned intellectual property into products and services.

Section 3. Eligibility Requirements

A state institution of higher learning or its affiliated research corporation is eligible to apply for SMART Business Accelerate Initiative funds to develop state-owned intellectual property into products and services.

Section 4. Application and Submission Information

1. Application Package

   The application information will be published online at the Mississippi Institutions of Higher Learning (IHL) website, [www.mississippi.edu](http://www.mississippi.edu).

2. Content and Form of Application Submission

   Application packages will be accepted online at [www.mississippi.edu](http://www.mississippi.edu) and will, at a minimum, include the following:
   - Name, address and contact information for the Applicant.
   - A description of the research validation to be conducted by the college or research corporation.
   - A proposed budget of qualified validation expenses.
   - A certified determination from the Applicant that the proposed research validation is necessary to develop state-owned intellectual property into products and services.
   - Any additional information requested by IHL.

3. Submission Dates and Times

   IHL shall open at least one solicitation to accept applications per fiscal year. Additional rounds of applications may be held subject to availability of funding.

Section 5. Application Review

Applications will be reviewed for compliance with the legislation by the Commissioner of Higher Education or his designee.

Section 6. Award Information

1. Funding Instrument

   A grant of funds to support research validation will be issued as a disbursement from the Department of Revenue to selected applicants.

2. Funds Available and Amount of Awards
The total funding available from the State of Mississippi for the SMART Business Accelerate Initiative is $1,500,000 per fiscal year. Grants up to $150,000 each may be awarded to selected applicants.

Section 7. Award Administration Information

IHL will submit a formal notification of applicants selected to receive a disbursement under this Act to the Department of Revenue. The Department of Revenue will issue disbursements from current year tax collections.

Section 8. Annual Reporting

Before December 1 each year, IHL shall file a report with the Governor, Secretary of the Senate and Clerk of the House of Representatives on the implementation of the SMART Business Act. For each SMART Business Rebate issued during that year, the report must include, but not necessarily be limited to, the name of the investor and the amount of the rebate the investor was eligible to claim. For each SMART Business Accelerator Initiative Disbursement, the report must include, but not necessarily be limited to, the name of the applicant, a description of the research validation, and the amount of the disbursement.

Section 9. Definitions

The SMART Business Act establishes the following definitions with regard to the Act.

“College” means the state institutions of higher learning in Mississippi which are accredited by the Southern Association of Colleges and Schools.

“Investor” means a natural person, partnership limited liability company, association, corporation, business trust or other business entity, not formed for the specific purpose of acquiring the rebate offered, which is subject to Mississippi income tax.

“Qualified research” means the systematic investigative process that is undertaken for the purpose of discovering information. The term “qualified research” does not include research conducted outside the State of Mississippi or research expenses that are already being funded by any grant, contract or otherwise by another person or governmental entity.

“Research agreement” means a written contract, grant or cooperative agreement entered into between a person and a college or research corporation for the performance of qualified research. All qualified research costs generating a SMART Business Rebate must be spent by the college or research corporation on qualified research undertaken according to a research agreement.

“Research corporation” means any research corporation formed under Section 37-147-15 if the corporation is wholly owned by or affiliated with a college and all income and profits of the corporation inure to the benefit of the college.

“Qualified research costs” means costs paid or incurred by an investor to a college or research corporation for qualified research undertaken according to a research agreement.
“State” means the State of Mississippi or a governmental entity of the State of Mississippi.

“IHL” means the Board of Trustees of State Institutions of Higher Learning in Mississippi.


“Applicant” means a college or research corporation applying for SMART Business Accelerator Initiative funds to develop state-owned intellectual property into products and services.

“Qualified validation expense” includes, but is not limited to, services that accelerate the development of early product concepts, conducting proof-of-concept studies, and manufacturing prototypes to perform research validation. Qualified validation expense does not include salaries or wages associated with a licensee of state-owned intellectual property, legal fees or any payment in conflict with state law.

“Research validation” means research intended to validate the commercial viability of state-owned intellectual property.

“Disbursement” means a grant of funds to support research validation.

STAFF RECOMMENDATION: Board staff recommends approval of this item.
1. **MSU – INTENT TO OFFER AN EXISTING DEGREE PROGRAM BY DISTANCE LEARNING**

Board Policy 509 states: “All distance learning courses and programs shall be in accord with Southern Association of Colleges and Schools, Commission on Colleges (SACSCOC) Principles of Accreditation and Council of Regional Accrediting Commissions Interregional Guidelines for the Evaluation of Distance Education.

Unless otherwise provided, all Board and university policies, standards, and guidelines for on and off campus instruction apply to distance learning.”

In accordance with Board policy, the intent to offer already approved degree programs by distance learning is presented to the Board for information.

A. **Master of Arts (MA) in Communication**
   - Total credit hours: 33
   - CIP Code, Sequence: 09.0199, 4610
   - Cost to offer by distance learning: $12,000
   - Effective date: January 2022

2. **SYSTEM – ANNUAL REPORT ON POST-TENURE REVIEW**

Board Policy 403.0103: Post-Tenure Review states: “Each institution shall prepare an annual report of post-tenure reviews. The report shall be in a format specified by the Commissioner and shall be submitted to the Board by August 1 for the preceding academic year.”

In accordance with Board policy, the post-tenure review report is presented to the Board for information. In 2020–2021, 98% of full-time faculty received an annual evaluation. Thirty-three (33) faculty were triggered for a post tenure review. One (1) faculty is participating in a faculty development plan.

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<th>Number of Tenured Faculty</th>
<th>Number of Tenured Faculty Triggering Post Tenure Review Process</th>
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<th>Number of Tenured Faculty in Faculty Development Plan</th>
<th>Number of Tenured Faculty Completing Development Plan Successful</th>
<th>Number of Tenured Faculty Completing Development Plan Unsuccessful</th>
<th>Tenured Faculty Separated from Employment as a Result of the Post Tenure Review Process</th>
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<td>Alcorn State University</td>
<td>260</td>
<td>244</td>
<td>94</td>
<td>0</td>
<td>3 years</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
**Delta State University**

|   | 157 | 157 | 57 | 1 | 2 years (3rd optional) | 1 | 0 | 0 | 0 |

**Jackson State University**

|   | 312 | 305 | 179 | 10 | 2 years | 0 | 0 | 0 | 0 |

**Mississippi State University**

|   | 1098 | 1098 | 491 | 18* | 3 years | 0 | 0 | 0 | 0 |

**Mississippi University for Women**

|   | 150 | 150 | 61 | 0 | 4 years | 0 | 0 | 0 | 0 |

**Mississippi Valley State University**

|   | 105 | 105 | 51 | 4 | 2 years | 0 | 0 | 0 | 0 |

**University of Mississippi**

|   | 946 | 892 | 446 | 0 | 3 years | 0 | 0 | 0 | 0 |

**University of Mississippi Medical Center**

|   | 937 | 932 | 215 | 0 | 1 year | 0 | 0 | 0 | 0 |

**University of Southern Mississippi**

|   | 623 | 623 | 328 | 0 | 2 years | 0 | 0 | 0 | 0 |

**System Totals**

|   | 4,588 | 4,506 | 1,922 | 33 | 1-4 years | 1 | 0 | 0 | 0 |

JSU – 1 faculty member is on medical leave; 1 faculty member refused to participate in a Faculty Development Plan; 1 faculty member retired May 2021; 2 are administrators and will be evaluated prior to July 30, 2021.

MSU – For the 2020-2021 academic year, MSU had five (5) tenured faculty (tenured in fall 2014) in the College of Agriculture and Life Sciences that required post-tenure review in 2020. All had satisfactory or better annual evaluations and post-tenure review assessment with none requiring a development plan.

UM – Applied Sciences: 7 are administrators who are on the quadrennial review cycle; Business: 9 are administrators who are on the quadrennial review cycle, 4 retired, and 2 are on temporary 2-year appointments; Law: 2 retirements; Liberal Arts: 3 retirements, 5 resignations, and 2 deceased; Libraries: 3 are administrators who are on the quadrennial review cycle; Pharmacy: 11 are administrators who are on the quadrennial review cycle.

UMMC – 2 faculty members separating as a result of resignation or of a notice of contract non-renewal. 3 faculty members out on leave. Data are unchanged from last report due to a change in the timing of the annual faculty evaluation cycle.

USM – The University of Southern Mississippi conducts annual evaluations based upon the academic year - June 1 - May 31. The annual reviews will take place throughout the summer and beginning of fall semester.
3. **SYSTEM – ANNUAL REPORT ON FACULTY TENURE**

In 2015–2016, IHL institutions hired 178 tenure-track faculty members. As of the 2020–2021 academic year, 55% were awarded tenure from the 2015–2016 cohort.

<table>
<thead>
<tr>
<th>Institution</th>
<th>Number Hired (2014-2015)</th>
<th>Number Applied for Tenure</th>
<th>Number Awarded Tenure</th>
<th>Percentage Awarded who Applied for Tenure</th>
<th>Number of Cohort Received Tenure</th>
<th>Percentage of Cohort Awarded Tenure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alcorn State University</td>
<td>7</td>
<td>3</td>
<td>2</td>
<td>66%</td>
<td>1</td>
<td>33%</td>
</tr>
<tr>
<td>Delta State University</td>
<td>17</td>
<td>7</td>
<td>7</td>
<td>100%</td>
<td>4</td>
<td>24%</td>
</tr>
<tr>
<td>Jackson State University</td>
<td>7</td>
<td>7</td>
<td>7</td>
<td>100%</td>
<td>5</td>
<td>71%</td>
</tr>
<tr>
<td>Mississippi State University</td>
<td>63</td>
<td>30</td>
<td>29</td>
<td>94%</td>
<td>31</td>
<td>55%</td>
</tr>
<tr>
<td>Mississippi University for Women</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>100%</td>
<td>2</td>
<td>100%</td>
</tr>
<tr>
<td>Mississippi Valley State University</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>100%</td>
<td>1</td>
<td>100%</td>
</tr>
<tr>
<td>University of Mississippi</td>
<td>28</td>
<td>20</td>
<td>20</td>
<td>100%</td>
<td>20</td>
<td>71%</td>
</tr>
<tr>
<td>University of MS Medical Center</td>
<td>17</td>
<td>17</td>
<td>17</td>
<td>100%</td>
<td>17</td>
<td>100%</td>
</tr>
<tr>
<td>University of Southern Mississippi</td>
<td>36</td>
<td>16</td>
<td>16</td>
<td>100%</td>
<td>16</td>
<td>44%</td>
</tr>
</tbody>
</table>

**System Totals**

**3. **DSU – 1 faculty hired in 2017-18 with 2 years credit; 1 faculty hired in 2016-17 with 1 year credit**

**JSU – 1 faculty resigned; 2 faculty were members of the 2015 cohort and were encouraged to re-submit their application for tenure in fall 2020; 1 faculty member was granted a one-year extension due to Covid-19 pandemic and must apply for tenure in fall 2021.**

**USM – 19 separated; 1 Covid-19 extension.**

4. **SYSTEM – ANNUAL REPORT OF OFF-CAMPUS ACADEMIC PROGRAMS**

Board Policy 201.0507 states: “It is the responsibility of the State Institutions of Higher Learning to serve the citizens of the state with programs and services at on and off-campus locations through distance learning.”

In accordance with Board policy, the annual report of off-campus academic programs is presented to the Board for information.
<table>
<thead>
<tr>
<th>CIP</th>
<th>Type</th>
<th>Academic Program</th>
<th>Location</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>51.1601</td>
<td>ASN</td>
<td>Associate Degree Nursing (ASN)</td>
<td>Natchez Campus</td>
<td>64</td>
</tr>
<tr>
<td>51.1601</td>
<td>BSN</td>
<td>BS in Nursing Program</td>
<td>Natchez Campus</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Generic Nurse Educator Program Option</td>
<td>Natchez Campus/Online</td>
<td>34*</td>
</tr>
<tr>
<td>51.1601</td>
<td>MSN</td>
<td>Graduate Nursing Program</td>
<td>Natchez Campus/Online</td>
<td>44</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Family Nurse Practitioner Program Option</td>
<td>Natchez Campus/Online</td>
<td>35</td>
</tr>
<tr>
<td>51.1601</td>
<td>DNP</td>
<td>Doctor of Nursing Practice Program</td>
<td>Natchez Campus/Online</td>
<td>36</td>
</tr>
<tr>
<td>52.0201</td>
<td>MBA</td>
<td>Master of Business Administration (General Business)</td>
<td>Natchez Campus</td>
<td>36</td>
</tr>
</tbody>
</table>

*Twenty-six (26) hrs of credit awarded as credit-by-examination (new curriculum)*

## 7 Off-Campus Programs Offered by Alcorn State University

### College of Health Science

<table>
<thead>
<tr>
<th>CIP</th>
<th>Type</th>
<th>Academic Program</th>
<th>Location</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>51.0701</td>
<td>BS</td>
<td>Healthcare Administration</td>
<td>Jackson Medical Mall</td>
<td>57</td>
</tr>
<tr>
<td>51.0299</td>
<td>BS</td>
<td>Communicative Disorders (Old Curriculum)</td>
<td>Jackson Medical Mall</td>
<td>43</td>
</tr>
<tr>
<td>51.0299</td>
<td>BS</td>
<td>Communicative Disorders (New Curriculum)</td>
<td>Jackson Medical Mall</td>
<td>48</td>
</tr>
<tr>
<td>51.0299</td>
<td>MS</td>
<td>Communicative Disorders</td>
<td>Jackson Medical Mall</td>
<td>52</td>
</tr>
<tr>
<td>51.2201</td>
<td>MPH</td>
<td>Master of Public Health</td>
<td>Jackson Medical Mall</td>
<td>45</td>
</tr>
<tr>
<td>51.2201</td>
<td>DrPH</td>
<td>Doctor of Public Health</td>
<td>Jackson Medical Mall</td>
<td>60</td>
</tr>
<tr>
<td>44.0701</td>
<td>MSW</td>
<td>Master of Social Work</td>
<td>Universities Center</td>
<td>57</td>
</tr>
<tr>
<td>44.0701</td>
<td>PhD</td>
<td>PhD in Social Work</td>
<td>Universities Center</td>
<td>51</td>
</tr>
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</table>

### College of Education and Human Development

<table>
<thead>
<tr>
<th>CIP</th>
<th>Type</th>
<th>Academic Program</th>
<th>Location</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>30.9999</td>
<td>BS</td>
<td>Professional Interdisciplinary Studies</td>
<td>Universities Center</td>
<td>124</td>
</tr>
<tr>
<td>24.0102</td>
<td>BUS</td>
<td>University Studies (C2C)</td>
<td>Universities Center</td>
<td>120</td>
</tr>
<tr>
<td>13.0406</td>
<td>PhD</td>
<td>Urban Higher Education</td>
<td>MS e-Center</td>
<td>72</td>
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</table>

### College of Liberal Arts

<table>
<thead>
<tr>
<th>CIP</th>
<th>Type</th>
<th>Academic Program</th>
<th>Location</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>44.0401</td>
<td>MPPA</td>
<td>Public Policy and Administration</td>
<td>Downtown Campus</td>
<td>42-45</td>
</tr>
<tr>
<td>44.0401</td>
<td>PhD</td>
<td>Public Administration</td>
<td>Downtown Campus</td>
<td>60</td>
</tr>
<tr>
<td>9.0102</td>
<td>BS</td>
<td>Journalism and Media Studies</td>
<td>MS e-Center</td>
<td>45-48</td>
</tr>
<tr>
<td>9.0102</td>
<td>MS</td>
<td>Journalism and Media Studies</td>
<td>MS e-Center</td>
<td>30</td>
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## 15 Off-Campus Programs Offered by Jackson State University

### College of Education and Human Development

<table>
<thead>
<tr>
<th>CIP</th>
<th>Type</th>
<th>Academic Program</th>
<th>Location</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.0201</td>
<td>BBA</td>
<td>Business Administration</td>
<td>Meridian Campus</td>
<td>62</td>
</tr>
<tr>
<td>52.0201</td>
<td>MBA</td>
<td>Business Administration</td>
<td>Meridian Campus</td>
<td>All</td>
</tr>
<tr>
<td>52.0301</td>
<td>BAccy</td>
<td>Accountancy</td>
<td>Meridian Campus</td>
<td>62</td>
</tr>
<tr>
<td>13.0407</td>
<td>MAT</td>
<td>Community College Education</td>
<td>Meridian Campus</td>
<td>30</td>
</tr>
<tr>
<td>13.1202</td>
<td>BS</td>
<td>Elementary Ed. (Early Childhood; Middle School)</td>
<td>Meridian Campus</td>
<td>63</td>
</tr>
<tr>
<td>13.1202</td>
<td>MS</td>
<td>Elementary Education</td>
<td>Meridian Campus</td>
<td>33</td>
</tr>
<tr>
<td>13.0101</td>
<td>EdS</td>
<td>Education (Elementary and Secondary Education)</td>
<td>Meridian Campus</td>
<td>30</td>
</tr>
<tr>
<td>13.0101</td>
<td>EdS</td>
<td>Education (School Administration)</td>
<td>Meridian Campus</td>
<td>40</td>
</tr>
</tbody>
</table>
## BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
### INFORMATION AGENDA
#### ACADEMIC AFFAIRS
##### AUGUST 19, 2021

<table>
<thead>
<tr>
<th>Program Code</th>
<th>Degree</th>
<th>Program Name</th>
<th>Campus Location</th>
<th>Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.0101</td>
<td>EdS</td>
<td>Education (Counselor Education)</td>
<td>Meridian Campus</td>
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</tr>
<tr>
<td>13.0401</td>
<td>MS</td>
<td>Educational Leadership (School Administration)</td>
<td>Meridian Campus</td>
<td>33</td>
</tr>
<tr>
<td>13.0101</td>
<td>EdS</td>
<td>Educational Leadership (Teacher Leadership)</td>
<td>Meridian Campus</td>
<td>30</td>
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<tr>
<td>42.2806</td>
<td>BS</td>
<td>Educational Psychology</td>
<td>Meridian Campus</td>
<td>64</td>
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<tr>
<td>13.1205</td>
<td>BS</td>
<td>Secondary Education (English)</td>
<td>Meridian Campus</td>
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</tr>
<tr>
<td>13.1205</td>
<td>BS</td>
<td>Secondary Education (Social Studies)</td>
<td>Meridian Campus</td>
<td>64</td>
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<tr>
<td>13.1205</td>
<td>MAT- S</td>
<td>Secondary Education (Alternate Route)</td>
<td>Meridian Campus</td>
<td>36</td>
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<td>13.1205</td>
<td>MS</td>
<td>Secondary Education</td>
<td>Meridian Campus</td>
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<tr>
<td>13.1001</td>
<td>BS</td>
<td>Special Education</td>
<td>Meridian Campus</td>
<td>63</td>
</tr>
<tr>
<td>13.1101</td>
<td>MS</td>
<td>Counselor Education (School Counseling)</td>
<td>Meridian Campus</td>
<td>60</td>
</tr>
<tr>
<td>13.1101</td>
<td>MS</td>
<td>Counselor Education (Clinical Mental Health)</td>
<td>Meridian Campus</td>
<td>60</td>
</tr>
<tr>
<td>31.0505</td>
<td>BS</td>
<td>Kinesiology (Clinical Exercise Physiology)</td>
<td>Meridian Campus</td>
<td>64</td>
</tr>
<tr>
<td>51.0701</td>
<td>BAT</td>
<td>Bachelor of Applied Technology (Event and Hospitality Services)</td>
<td>Meridian Campus</td>
<td>60</td>
</tr>
<tr>
<td>09.0101</td>
<td>BA</td>
<td>Communication</td>
<td>Meridian Campus</td>
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</tr>
<tr>
<td>45.0401</td>
<td>BA</td>
<td>Criminology</td>
<td>Meridian Campus</td>
<td>62</td>
</tr>
<tr>
<td>24.0101</td>
<td>BA</td>
<td>General Liberal Arts</td>
<td>Meridian Campus</td>
<td>62</td>
</tr>
<tr>
<td>54.0101</td>
<td>BA</td>
<td>History</td>
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<td>62</td>
</tr>
<tr>
<td>42.0101</td>
<td>BA</td>
<td>Psychology</td>
<td>Meridian Campus</td>
<td>60</td>
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<td>30.9999</td>
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<td>Interdisciplinary Studies</td>
<td>Meridian Campus</td>
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<td>Social Work</td>
<td>Meridian Campus</td>
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</tr>
<tr>
<td>23.0101</td>
<td>BA</td>
<td>English</td>
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</tr>
<tr>
<td>51.0912</td>
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<td>14.1001</td>
<td>BS</td>
<td>Electrical Engineering</td>
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<tr>
<td>14.3501</td>
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<td>Industrial Engineering</td>
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<td>14.1901</td>
<td>BS</td>
<td>Mechanical Engineering</td>
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<tr>
<td>04.0201</td>
<td>BArch</td>
<td>Architecture (fifth year)</td>
<td>Jackson, MS</td>
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<tr>
<td>04.0201</td>
<td>MS</td>
<td>Graduate Certificate</td>
<td>Gulf Coast Community Design Studio; Biloxi, MS</td>
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<tr>
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<td>Flowood and Pearl, MS</td>
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<td>51.2401</td>
<td>DVM</td>
<td>Doctor of Veterinary Medicine</td>
<td>Starkville, MS (Veterinary Specialty Center, Stark Road)</td>
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</tr>
</tbody>
</table>

### 37 Off-Campus Programs Offered by Mississippi State University

#### Mississippi University Programs for Women

<table>
<thead>
<tr>
<th>Program Code</th>
<th>Degree</th>
<th>Program Name</th>
<th>Location</th>
<th>Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>51.1601</td>
<td>BSN</td>
<td>RN to BSN Advanced Placement Option</td>
<td>Tupelo, MS</td>
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</tr>
<tr>
<td>51.1601</td>
<td>BSN</td>
<td>Nursing Electives</td>
<td>Tupelo, MS</td>
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</tr>
</tbody>
</table>

### 2 Off-Campus Programs Offered by Mississippi University for Women

#### The University of Mississippi

<table>
<thead>
<tr>
<th>Program Code</th>
<th>Degree</th>
<th>Program Name</th>
<th>Location</th>
<th>Credit Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.0301</td>
<td>Baccy</td>
<td>Accountancy</td>
<td>Tupelo</td>
<td>62</td>
</tr>
<tr>
<td>52.0801</td>
<td>BBA</td>
<td>Business (Finance)</td>
<td>Tupelo and Booneville</td>
<td>60</td>
</tr>
<tr>
<td>52.1499</td>
<td>BBA</td>
<td>Business (Marketing)</td>
<td>Tupelo and Booneville</td>
<td>60</td>
</tr>
<tr>
<td>Program Code</td>
<td>Degree</td>
<td>Title</td>
<td>Location</td>
<td>Credits</td>
</tr>
<tr>
<td>--------------</td>
<td>--------</td>
<td>----------------------------------------------------------------------</td>
<td>---------------------</td>
<td>---------</td>
</tr>
<tr>
<td>52.0201</td>
<td>BBA</td>
<td>Business (Management)</td>
<td>Tupelo and Booneville</td>
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<td>Business (MIS)</td>
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<td>Tupelo and Booneville</td>
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</tr>
<tr>
<td>43.0107</td>
<td>BSCJ</td>
<td>Criminal Justice (emphases in Corrections, Homeland Security, and Law Enforcement)</td>
<td>Tupelo and Booneville</td>
<td>60</td>
</tr>
<tr>
<td>13.1202</td>
<td>BAE</td>
<td>Education (Elementary)</td>
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<td>24.0199</td>
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<td>Interdisciplinary Studies</td>
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<td>Psychology</td>
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<td>30.0000</td>
<td>BGS</td>
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<tr>
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<td>BS</td>
<td>Journalism (emphasis in Integrated Marketing Communication)</td>
<td>Tupelo</td>
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<tr>
<td>13.0302</td>
<td>MEd</td>
<td>Education (Elementary)</td>
<td>Tupelo and Booneville</td>
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<td>13.1101</td>
<td>MEd</td>
<td>Education (Counselor Education-Community Counseling)</td>
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<td>13.1101</td>
<td>MEd</td>
<td>Education (Counselor Education-School Counseling)</td>
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<td>13.0499</td>
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<td>Educational Leadership (K-12)</td>
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<tr>
<td>13.0301</td>
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<tr>
<td>43.0107</td>
<td>MCJ</td>
<td>Criminal Justice</td>
<td>Tupelo</td>
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53 Off-Campus Programs Offered by University of Mississippi

The University of Mississippi Medical Center

| 51.3801 | BSN | Accelerated Bachelor of Science in Nursing | Oxford, MS | 48 |

1 Off-Campus Program Offered by University of Mississippi Medical Center

The University of Southern Mississippi

| 26.1302 | MS | Coastal Sciences | Gulf Coast Research Laboratory | 20 |
| 26.1302 | PhD | Coastal Sciences | Gulf Coast Research Laboratory | 20 |
| 26.1302 | BS | Marine Biology | Gulf Coast Research Laboratory | 2 |
| 40.0607 | MS | Marine Science | Gulf Coast Research Laboratory | 6 |
| 29.0306 | CP18 | Unmanned Marine Systems (UG) | Marine Research Center | 10 |
| 29.0306 | CP18 | Unmanned Marine Systems (UG) | Marine Research Center | 10 |
| 40.0601 | MS | Geology | Stennis Center | 2 |
| 40.0607 | MS | Hydrographic Science | Stennis Center | 12 |
| 40.0607 | BS | Marine Science | Stennis Center | 4 |
| 40.0607 | MS | Marine Science | Stennis Center | 15 |
| 40.0607 | PhD | Marine Science | Stennis Center | 17 |

11 Off-Campus Programs Offered by University of Southern Mississippi

A Total of 126 Off-Campus Programs Offered by the System

STAFF RECOMMENDATION: Board staff recommends these items be accepted as information.
1. **UMMC – AMENDMENT TO A MISSISSIPPI DEPARTMENT OF
INFORMATION TECHNOLOGY MASTER AGREEMENT WITH 3M HEALTH
INFORMATION SYSTEMS, INC.**

*Agenda Item Request:* The University of Mississippi Medical Center (UMMC) requests approval for UMMC, to enter into Amendment 1 to the Master Agreement with 3M Health Information Systems, Inc (3M) formerly known as M*Modal Services, LTD (MModal) to extend the term of the agreement for one (1) year and delete the NLU platform enterprise license. This agreement provides dictation and transcription services, software licenses, software maintenance and support, cloud hosting services, and support and training if needed.

*Contractor’s Legal Name: 3M Health Information Systems, Inc.*

*Specific Type of Contract: This is Amendment 1 to the Master Agreement.*

*Purpose:* The purpose of Amendment 1 is to extend the term of the Master Agreement for one (1) year and to delete the NLU platform license from the agreement. This agreement provides dictation and transcription services, software licenses, software maintenance and support, cloud hosting services, training and support if needed.

*Term of Contract:* The term of Amendment 1 is one (1) year, from July 1, 2021, through June 30, 2022. The Master Agreement is twenty-seven (27) months, from March 23, 2020, through June 30, 2022.

*Contract Amount:* The cost of Amendment 1 is $96,815.01. The total cost of the Master Agreement as amended is $514,189.22.

2. **UMMC - AMENDMENT TO A MISSISSIPPI DEPARTMENT OF
INFORMATION TECHNOLOGY SOFTWARE AS A SERVICE AGREEMENT
WITH MEDHUB, LLC**

*Agenda Item Request:* The University of Mississippi Medical Center (UMMC) requests approval for the Mississippi Department of Information Technology Services (ITS), as contracting agent for UMMC, to enter into a Software as a Service Agreement with MedHub, LLC (MedHub) for its medical education software and services. This software platform streamlines curriculum, coursework, scheduling, assessments, and site management and is used by the Undergraduate Medical Education department at UMMC.

*Contractor’s Legal Name: MedHub, LLC*

*Specific Type of Contract: This is a new Software as a Service Agreement.*
Purpose: The purpose of the Software as a Service Agreement is to provide medical education software and services to UMMC. This software platform streamlines curriculum, coursework, scheduling, assessments, and site management.

Term of Contract: The term of the agreement is three (3) years, from March 29, 2021, through March 28, 2024.

Contract Amount: The total cost of the agreement is $398,400.00.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE ` JUNE 17, 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.
ALCORN STATE UNIVERSITY

1. **ASU- DEMOLITION OF FACULTY HOUSE 356, #58, #59, #60, #61, #62**

   **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 June 11, 2021 to demolish six (6) old faculty houses and delete these buildings from their inventory.

   **Interim Approval Status & Date:** APPROVED, June 11, 2021

2. **ASU- GS 101-297 TECHNOLOGY CLASSROOM BUILDING**

   **NOTE:** This is a Bureau of Building project

   **Approval Request #1: Change Order #9**

   Board staff approved Change Order #9 in the amount of $27,658.26 and thirty-six (36) additional days to the contract of Flagstar Construction.

   **Approval Status & Date:** APPROVED, July 29, 2021

   **Change Order Description:** Change Order #9 includes the following items: modifications made to the stair landings at the monumental stairs; infilled slabs at the second floor and penthouse floor dampers; modifications made to the audio/visual and electrical systems; and thirty-six (36) days to the contract.

   **Change Order Justification:** These changes are 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:** Nine (9) change orders for a total amount of $377,918.14.

   **Project Initiation Date:** June 20, 2013  
   **Design Professional:** Allred Stolarski Architects, P.A.  
   **General Contractor:** Flagstar Construction  
   **Total Project Budget:** $23,200,000.00
3. **ASU- GS 101-310 – NEW FACULTY AND STAFF HOUSING**

NOTE: This is a Bureau of Building project

**Approval Request #1: Change Order #7**

Board staff approved Change Order #7 in the amount of $5,862.24 and fourteen (14) additional days to the contract of Ergon Construction Group.

**Approval Status & Date:** APPROVED, July 7, 2021

**Change Order Description:** Change Order #7 includes the following items: provided trim for specified medicine cabinets; provided a custom logo for the entry sign; and fourteen days to the contract.

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

**Total Project Change Orders and Amount:** Seven (7) change orders for a total amount of $725,400.04.

**Project Initiation Date:** April 20, 2017  
**Design Professional:** Architecture South  
**General Contractor:** Ergon Construction Group  
**Total Project Budget:** $10,500,000.00

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**DELTA STATE UNIVERSITY**

4. **DSU- GS 102-266- HVAC IMPROVEMENTS (AQUATIC CENTER)**

NOTE: This is a Bureau of Building project

**Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of $684.00 and three hundred ninety-six (396) additional days to the contract of Upchurch Plumbing, Inc.

**Approval Status & Date:** APPROVED, August 4, 2021
Change Order Description: Change Order #3 includes the following items: separated the existing ground and neutral wires; and three hundred ninety-six (396) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $13,599.98.

Project Initiation Date: January 17, 2019
General Contractor: Upchurch Plumbing, Inc.
Total Project Budget: $1,500,000.00

5. DSU- GS 102-271 – SCHOOL OF NURSING EXPANSION/RENOVATION (PREPLAN)

NOTE: This is a Bureau of Building project

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Eley Guild Hardy Architects, P.A.

Approval Status & Date: APPROVED, June 23, 2021

Project Initiation Date: May 20, 2021
Design Professional: Eley Guild Hardy Architects, P.A.
General Contractor: TBD
Total Project Budget: $7,925,000.00

MISSISSIPPI STATE UNIVERSITY

6. MSU- GS 105-355 – ENGINEERING & SCIENCE COMPLEX

NOTE: This is a Bureau of Building project
Approval Request #1: Change Order #9

Board staff approved Change Order #9 in the amount of $109,442.04 and one hundred three (103) additional days to the contract of West Brothers Construction, Inc.

Approval Status & Date: APPROVED, June 7, 2021

Change Order Description: Change Order #9 includes the following items: revised the fixed table power supply; added two (2) restroom mirrors; credit for wire mesh partition for Civil lab; added boiler room lighting; added convection heaters in the attic; revised the donor signage; added solenoid valves in both the penthouse electrical rooms; added dye to the polished concrete floors; added power for roller shades; credit for sodding; revised the penthouse door hardware; revised the access controls and the associated gates at the chemical storage building masonry enclosure; revised the grades at the north drive; moved the marker board out from the north wall in a room to; credit for wall protection panels; removed marker boards as well as provided wood blocking for wall mounted monitors in two rooms; modified the fan coil units and associated gypsum board furring downs; additional certification of the remaining thirty-five (35) fume hoods not required by the project documents; and fifty-one (51) adverse weather 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; user/owner requested modifications; and weather-related delays as indicated herein.

Total Project Change Orders and Amount: Nine (9) change orders for a total amount of $1,522,255.09.

Project Initiation Date: June 18, 2015
Design Professional: Eley Guild Hardy Architects, P. A.
General Contractor: West Brothers Construction, Inc.
Total Project Budget: $34,000,000.00

7. MSU- IHL 205-309 – ICE PLANT EXPANSION

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Engineering Resource Group, Inc.
Approval Status & Date: APPROVED, June 28, 2021

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, June 28, 2021

Project Initiation Date: August 20, 2020
Design Professional: Engineering Resource Group, Inc.
General Contractor: TBD
Total Project Budget: $6,500,000.00

8. **MSU-IHL 205-313 – HULL HALL RE-ROOF**

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, June 21, 2021

Approval Request #2: Design Development Documents

Board staff approved the waiver of Design Development Documents as submitted by Shafer-Zahner-Zahner.

Approval Status & Date: APPROVED, June 21, 2021

Project Initiation Date: May 20, 2021
Design Professional: Shafer-Zahner-Zahner
General Contractor: TBD
Total Project Budget: $1,400,000.00

9. **MSU-IHL 205-314 – ALLEN HALL CLASSROOM STRUCTURAL INFILL**

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 June 27, 2021 to initiate a project, Allen Hall Classroom Structural Infill and to appoint Architecture South as the design professional.
Interim Approval Status & Date: APPROVED, June 27, 2021

Project Initiation Date: June 27, 2021
Design Professional: Architecture South
General Contractor: TBD
Total Project Budget: $1,200,000.00

10. MSU-IHL 205-315 – STONE CHILLED WATER LOOP EXTENSION (PREPLAN)

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 June 27, 2021 to initiate a project, Stone Chilled Water Loop Extension and to appoint Engineering Resource Group, Inc. as the design professional.

Interim Approval Status & Date: APPROVED, June 27, 2021

Project Initiation Date: June 27, 2021
Design Professional: Engineering Resource Group, Inc.
General Contractor: TBD
Total Project Budget: $100,000.00

11. MSU-IHL 205-317 – IED CNC LAB RENOVATION

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 July 18, 2021 to initiate a project, IED CNC lab Renovation and to appoint Beard + Riser Architects, PLLC as the design professional.

Interim Approval Status & Date: APPROVED, July 18, 2021

Approval Request #2: Contract Documents

Board staff approved Contract Documents as submitted by Bear + Riser Architects, PLLC.

Approval Status & Date: APPROVED, July 27, 2021
Approval Request #3: Advertise
Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 27, 2021

Approval Request #4: Award of Construction Contract
Board staff approved the Award of Contract in the amount of $1,144,188.00 to the apparent low bidder, Ethos Contracting Group, LLC.

Approval Status & Date: APPROVED, July 27, 2021

Project Initiation Date: July 18, 2021
Design Professional: Beard + Riser Architects, PLLC
General Contractor: Ethos Contracting Group, LLC
Total Project Budget: $1,400,000.00

12. MSU-IHL 413-001 – BALLEW HALL RENOVATION

Approval Request #1: Schematic Design Documents
Board staff approved the Schematic Design Documents as submitted by Belinda Stewart.

Approval Status & Date: APPROVED, June 21, 2021

Project Initiation Date: August 20, 2020
Design Professional: Belinda Stewart
General Contractor: TBD
Total Project Budget: $12,000,000.00

13. MSU-IHL 413-144– SUSTAINABLE BIOPRODUCTS FACILITIES PH I (REROOFING)

Approval Request #1: Award of Construction Contract
Board staff approved the Award of Contract in the amount of $927,000.00 to the apparent low bidder, Norman Roofing.
MISSISSIPPI UNIVERSITY FOR WOMEN

14. MUW- GS 104-188– CULINARY ARTS

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $15,215,900.00 to the apparent low bidder, West Brothers Construction, LLC.

Approval Status & Date: APPROVED, June 28, 2021

Project Initiation Date: June 18, 2015
Design Professional: JBHM
General Contractor: West Brothers Construction, LLC
Total Project Budget: $19,555,613.00

MISSISSIPPI VALLEY STATE UNIVERSITY

15. MVSU – GS 106-258 – ACADEMIC SKILLS STRUCTURAL REMEDIATION PHASE II

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the credit amount of $27,743.13 and zero (0) additional days to the contract of Roy Collins Construction Co., Inc.

Approval Status & Date: APPROVED, July 1, 2021
Change Order Description: Change Order #1 includes the following items: credit to delete the brick masonry at the exterior walls, remove/salvage/reinstall downspout for not laying back brick in three locations; deletion of OSB sheathing, joint sealant/waterproofing associated with exterior wall work, deletion of framing, sheathing, and drywall work at the exterior walls; credit of sales tax associated with credits for deleting exterior wall work; made repairs to damaged concrete columns, removed ductwork above the auditorium seating area, removed and disposed of auditorium seating, removed CMU wall (2 story) adjacent to the auditorium that interfered with the placement of portal frames, removed CMU adjacent to the stairwell and replaced broken glass in windows.

Change Order Justification: These changes are necessary due to errors and omissions in the plans and specifications.

Total Project Change Orders and Amount: One (1) change order for a total credit amount of $27,743.13.

Project Initiation Date: October 15, 2015
Design Professional: Architecture South
General Contractor: Roy Collins Construction Co., Inc.
Total Project Budget: $3,797,243.50

UNIVERSITY OF MISSISSIPPI

16. UM- IHL #207-449– LYCEUM EXTERIOR WINDOW RESTORATION

Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the amount of $0.00 and twelve (12) additional days to the contract of Tombigbee Contractors, LLC.

Approval Status & Date: APPROVED, June 10, 2021

Change Order Description: Change Order #1 includes the following items: eleven (11) adverse weather days; and one (1) day stop work regarding an NFL films video production around the Lyceum project.

Change Order Justification: These changes were necessary due to user/owner requested modifications; eleven (11) weather-related delays plus one (1) day stop work as indicated herein.
Total Project Change Orders and Amount: One (1) change order for a total amount of $0.00.

Project Initiation Date: February 21, 2019
Design Professional: Eley Guild Hardy Architects, P.A.
General Contractor: Tombigbee Contractors, LLC
Total Project Budget: $1,725,000.00

17. **UM-IHL #207-456-- BREVARD HALL 3RD FLOOR BIOMED DEPARTMENT**

**Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of $5,738.85 and thirty-eight (38) additional days to the contract of R.A. Sharp Construction Company, LLC.

Approval Status & Date: APPROVED, August 4, 2021

Change Order Description: Change Order #2 includes the following items: additional items added by the Fire Marshall; additional work performed to raise the raceways, remove conduit, and added an outlet for the data drop; changes made to transfer air recommended by the engineers; additional days added for existing ceiling repairs; COVID-19 shipping delays; and thirty-eight (38) days to the contract.

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies; 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: Two (2 change orders for a total amount of $8,110.49.

Project Initiation Date: August 15, 2019
Design Professional: McCarty Architects, P.A.
General Contractor: R.A. Sharp Construction Company, LLC
Total Project Budget: $1,300,000.00

18. **UM-IHL #207-457-- TRACK AND FIELD LOCKER ROOMS**
Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $12,847.66 and four (4) additional days to the contract of Shaw Services (1 of 10 Prime Contractors approved).

Approval Status & Date: APPROVED, July 7, 2021

Change Order Description: Change Order #1 includes the following items: rerouted the new domestic water line to tap into the existing line; relocated a portion of the installed construction fence at the north side of the site; replaced 30’ of displaced curb and gutter at the existing parking lot; and four (4) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; latent jobsite conditions; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of $12,847.66.

Project Initiation Date: February 21, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: Shaw Services (1 of 10 Prime Contractors Approved)
Total Project Budget: $3,700,000.00

19. UM-IHL #207-461– STOCKARD HALL – ACGAV BOXES REPLACEMENT & CONTROLS UPGRADE

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $33,653.40 and zero (0) additional days to the contract of Tri-Star Companies, Inc.

Approval Status & Date: APPROVED, June 28, 2021
Change Order Description: Change Order #1 includes the following items: reconciliation for HVAC Controls allowance for Owner’s requested additional scope and requested asbestos abatement monitoring.

Change Order Justification: These changes were necessary due to user/owner requested modifications.
Total Project Change Orders and Amount: One (1) change order for a total amount of $0.00.

Project Initiation Date: February 20, 2020
Design Professional: Corbett Legge & Associates, PLLC.
General Contractor: Tri-Star Companies, Inc.
Total Project Budget: $1,200,000.00

20. UM-IHL 407-001 – JIM AND THOMAS DUFF CENTER FOR SCIENCE AND TECHNOLOGY INNOVATION

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 May 26, 2021 to increase the project budget from $14,000,000.00 to $175,200,000.00, for an increase of $161,200,000.00.

Interim Approval Status & Date: APPROVED, May 26, 2021

Approval Request #2: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $129,230,000.00 to the apparent low bidder, W.G. Yates Construction.

Approval Status & Date: APPROVED, August 3, 2021

Project Initiation Date: January 16, 2012
Design Professional: McCarty Architects
General Contractor: W.G. Yates Construction
Total Project Budget: $175,200,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER


Approval Request #1: Change Order #5
Board staff approved Change Order #5 in the amount of $119,205.53 and two hundred ninety-five (295) additional days to the contract of Sunbelt General Contractors, Inc.

**Approval Status & Date:** APPROVED, July 23, 2021

**Change Order Description:** Change Order #5 includes the following items: the millwork originally designed was adjusted to better meet their evolving workflow; additional millwork was done; temporary power was added for the drug refrigerator temporarily relocated; a new condensing unit was added to the scope of work for electrical service; the scope of work increased during the project in a department which remains in operation due to sub-phasing; the chiller pump was installed to keep the temperature and humidity in the clean rooms within the proscribed range for the chiller pump; the complexity of performing the work in a department which remained in operation 24/7 was required for complicated subphasing; steel for new water lines was installed to serve the newly installed equipment and the copper propress pipes (crimped); adjustment was done to locate the packager unit in an alternate location from the original plan; additional cabinets were added to the narcotics room, and for adjustments to be made to preserve the shallow pill shelves adjacent to the tube station; removed the owner’s stored equipment from an area to be renovated; additional data and power was provided to meet the department’s evolved use of space; an exit light was installed to the storage area; and two hundred ninety-five (295) 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 jobsite conditions; user/owner requested modifications; and days for work as indicated herein.

**Total Project Change Orders and Amount:** Five (5) change orders for a total amount of $1,267,116.04.

**Project Initiation Date:** January 22, 2015
**Design Professional:** McCarty Architects, P.A.
**General Contractor:** Sunbelt General Contractors, Inc.
**Total Project Budget:** $3,848,518.00
22. USM- GS #108-293 – MONTAGUE PARKING IMPROVEMENTS

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $140,777.16 and ninety-seven (97) additional days to the contract of Warren Paving, Inc.

Approval Status & Date: APPROVED, July 29, 2021

Change Order Description: Change Order #1 includes the following items: Incorporated two hundred (200) tons of cement into the soil cement; soil cement-water mixing, shaping and compaction done; installed 1,400 cubic yards of borrow material to be treated with soil cement; removed one hundred sixty-two (162) cubic yards of excess unsuitable material; and ninety-seven (97) days to the contract.

Change Order Justification: These changes were due to latent job site conditions; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of $140,777.16.

Project Initiation Date: October 17, 2019
Design Professional: Neel-Schaffer, Inc.
General Contractor: Warren Paving, Inc.
Total Project Budget: $2,750,000.00
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 7/9/21) from the funds of Alcorn State University. (This statement, in the amount of $460.00 represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**..........................$ 460.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 12/1/20, 2/1/21, 4/1/21, 7/1/21 and 7/1/21) from the funds of Jackson State University. (These statements, in the amounts of $2,000.00, $100.00, $30.28, $2,250.00 and $2,250.00, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**..........................$ 6,630.28

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 7/23/21) from the funds of Mississippi State University. (This statement, in the amount of $1,032.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$ 1,032.50

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 6/1/21 and 7/1/21) from the funds of Mississippi State University. (These statements, in the amounts of $5,000.00 and $875.00, respectively, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**..........................$ 5,875.00

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 6/8/21) from the funds of Mississippi State University. (This statement, in the amount of $297.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$ 297.00

Payment of legal fees for professional services rendered by Brunini (statements dated 6/16/21, 6/16/21 and 7/20/21) from the funds of the University of Mississippi. (These statements, in the amounts of $150.00, $8,325.00 and $375.00, respectively, represent services and expenses in connection with legal advice.)
<table>
<thead>
<tr>
<th>TOTAL DUE</th>
<th>Amount</th>
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<tbody>
<tr>
<td>$8,850.00</td>
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<tr>
<td>Payment of legal fees for professional services rendered by Butler</td>
<td>Snow (statements dated 5/31/21, 6/16/21, 6/24/21, 6/24/21 and 6/24/21) from the funds of the University of Mississippi. (These statements, in the amounts of $8,584.50, $678.50, $1,500.00, $3,304.00 and $2,858.75, respectively, represent services and expenses in connection with legal advice.)</td>
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<tr>
<td>$16,925.75</td>
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<tr>
<td>Payment of legal fees for professional services rendered by Mayo</td>
<td>Mallette (statements dated 6/10/21 and 7/12/21) from the funds of the University of Mississippi. (These statements, in the amounts of $11,208.20 and $4,188.60, respectively, represent services and expenses in connection with legal advice.)</td>
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<td>$15,396.80</td>
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<td>Payment of legal fees for professional services rendered by Ware Immigration (statements dated 6/1/21, 6/1/21, 7/1/21, 7/1/21, 7/1/21 and 7/1/21) from the funds of the University of Mississippi. (These statements, in the amounts of $1,500.00, $6,000.00, $38.89, $4,500.00, $4,500.00 and $39.42, respectively, represent services and expenses in connection with immigration/labor certifications.)</td>
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<td>$16,578.31</td>
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<td>Payment of legal fees for professional services rendered by Wise Carter (statement dated 6/24/21) from the funds of the University of Mississippi. (This statement, in the amount of $42,643.80, represents services and expenses in connection with legal advice.)</td>
<td></td>
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<tr>
<td>$42,643.80</td>
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<td>Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell &amp; Berkowitz, PC (statements dated 6/2/21 and 6/17/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $16,774.40 and $104.00, respectively, represent services and expenses in connection with legal advice.)</td>
<td></td>
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<tr>
<td>$16,878.40</td>
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<tr>
<td>Payment of legal fees for professional services rendered by Butler</td>
<td>Snow LLP (statements dated 5/17/21, 5/19/21, 5/19/21, 5/24/21, 6/2/21, 6/2/21, 6/2/21, 6/2/21, 6/2/21, 6/2/21, 6/16/21, 6/16/21, 6/16/21, 6/16/21 and 6/20/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $11,220.07, $76,340.00, $11,656.85, $914.50, $3,062.50, $826.00, $1,534.00, $1,770.00, $93,197.87, $19,259.45, $413.00, $855.50, $2,858.75, $678.50, $1,500.00, $3,304.00 and $8,584.50, respectively, represent services and expenses in connection with legal advice.)</td>
</tr>
</tbody>
</table>
$24,453.50, $56,445.35 and $3,825.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE............................................................$ 305,773.59

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 5/31/21, 5/31/21, 5/31/21, 5/31/21, 5/31/21, 6/15/21, 6/15/21, 6/15/21, 6/15/21, 6/15/21, 6/15/21, 6/15/21, 6/15/21, 6/15/21, 6/15/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $6,468.00, $2,804.50, $10,267.50, $485.50, $4,722.50, $709.50, $22,146.07, $3,481.00, $2,244.00 and $924.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE............................................................$ 54,252.57

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 4/27/21, 5/28/21, 5/28/21, 6/15/21 and 6/15/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,053.00, $132.00, $3,895.50, $1,023.00 and $697.15, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE............................................................$ 8,800.15

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 5/2/21, 5/5/21, 5/28/21, 5/28/21, 5/28/21, 5/28/21, 5/28/21, 6/3/21, 6/3/21, 6/3/21, 6/3/21, 6/3/21, 6/16/21, 6/16/21, 6/16/21, 6/16/21, 6/16/21, 6/16/21, 6/16/21 and 6/18/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $449.32, $2,989.26, $4,340.68, $9,380.05, $7,955.00, $1,758.60, $1,569.01, $1,386.50, $773.40, $693.00, $54.74, $48.50, $43.01, $1.60, $426.88, $2.30, $33.00, $277.50, $166.80, $592.00, $60.00, $1,860.70 and $700.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE............................................................$ 35,562.35

Payment of legal fees for professional services rendered by Mayo Mallette (statements dated 6/15/21, 6/15/21 and 6/15/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $297.00, $13,362.00 and $15,171.00, represent services and expenses in connection with legal advice.)

TOTAL DUE............................................................$ 28,830.00

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 6/3/21, 6/3/21 and 6/3/21) from the funds of the University of Mississippi Medical Center.
(These statements, in the amounts of $66.00, $264.00 and $99.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................$ 429.00

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 5/18/21, 5/18/21, 5/18/21, 5/18/21, 5/31/21, 5/31/21, 5/31/21, 6/17/21 and 6/17/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,409.00, $33.00, $1,468.50, $33.00, $132.00, $16.50, $16.50, $3,960.00, $1,590.00 and $874.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................$ 10,533.00

Payment of legal fees for professional services rendered by Taylor, Wellons, Politz, Duhe, APLC (statements dated 5/7/21, 5/7/21, 5/7/21, 5/7/21, 6/2/21, 6/2/21, 6/2/21, 6/2/21, 6/2/21, 6/3/21, 6/3/21, 6/17/21, 6/17/21, 6/17/21, 6/17/21, 6/17/21, 6/17/21 and 6/17/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $607.50, $796.50, $82.50, $418.50, $3,948.00, $702.00, $1,390.50, $202.50, $1,473.00, $972.00, $702.00, $2,304.87, $1,518.00, $270.00, $409.50, $198.00, $162.00, $1,501.50, $198.00, $337.50 and $202.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................$ 18,397.87

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 5/7/21, 5/7/21, 6/1/21, 6/1/21, 6/1/21, 6/2/21, 6/2/21, 6/2/21, 6/2/21, 6/2/21, 6/2/21, 6/16/21, 6/16/21, 6/16/21, 6/16/21 and 6/16/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $33.00, $1,929.90, $49.50, $49.50, $57.00, $1,393.30, $897.00, $66.50, $854.66, $1,108.71, $6,480.20, $33.00, $892.50, $99.00, $233.85 and $24.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................$ 14,201.62

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 5/1/21, 5/10/21, 5/10/21, 5/10/21, 6/1/21, 6/1/21, 6/1/21, 6/1/21, 6/1/21, 6/1/21, 6/2/21, 6/2/21, 6/16/21, 6/16/21, 6/16/21, 6/16/21 and 6/16/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $27,075.00, $10,850.00, $3,036.00, $4,504.50, $4,686.00, $4,950.00, $3,597.00, $1,897.50, $709.50, $874.50, $7,785.90, $5,230.50, $544.50, $264.00, $808.50, $7,571.30, $693.00 and $1,105.50, respectively, represent services and expenses in connection with legal advice.)
TOTAL DUE.................................................................$ 86,183.20

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 6/17/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $6,939.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 6,939.50

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 6/4/21 and 7/13/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $12,581.45 and $11,825.23, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 24,406.68

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 7/1/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $1,030.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 1,030.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 6/1/21, 6/1/21, 6/1/21, 6/1/21, 7/1/21 and 7/1/21) from the funds of the University of Southern Mississippi. (These statements, in the amount of $120.25, $1,500.00, $1,000.00, $1,500.00, $22.43 and $1,008.20, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.................................................................$ 5,150.88

Payment of legal fees for professional services rendered by Wise Carter (statements dated 7/20/21 and 7/20/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $4,094.01 and $1,678.73, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 5,772.74

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 (statements dated 1/4/21, 1/8/21, 1/25/21, 1/25/21, 2/8/21, 2/23/21, 2/23/21, 3/10/21 and 3/11/21) from the funds of
Mississippi State University. (These statements represent the reimbursement of fees incurred in association with the following patents: “Stitched Polymer Matrix Composites Using Barrier Layers for Cryogenic Applications and Methods of Making” - $300.00; “Materials and Devices that Provide Total Transmission of Electrons Without Ballistic Propagation and methods of Devising Same” - $745.00; “Utilization of Oleaginous Microorganisms as an Oral Supplement for Animals” - $1,480.00; “Imaging Probe Adapter” - $710.00; “Utilization of Oleaginous Microorganisms as an Oral Supplement for Animals” - $1,360.00; 5-year Trademark/Service Mark renewal “Hail State” - $1,050.00; 5-year Trademark/Service Mark Renewal MSU Banner (Logo) - $1,050.00; “Wound and Infection Care Bath System” - $150.00; and “Method and System for Estimating Antler, Horn and Pronghorn Size of an Animal” - $1,065.00, respectively.)

TOTAL DUE..............................................$ 7,910.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 6/15/21 and 6/15/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Recombinant Fimbrial Protein of Aeromonas Hydrophila as Vaccine in Catfish” - $2,435.50; and “Live Attenuated Edwardseilla Ictaluri Vaccine and Method of Using Same” - $1,191.50.)

TOTAL DUE..............................................$ 3,627.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 3/5/21, 5/25/21 and 7/6/21) from the funds of Mississippi State University. (These statements, in the amount of $10,720.34, $9,864.00 and $740.00, respectively, represent services and expenses in connection with various patent applications.)

TOTAL DUE..............................................$ 21,324.34

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/10/21, 3/10/21, 3/30/21, 3/30/21, 6/24/21, 7/21/21, 7/21/21, 7/21/21 and 7/21/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Unsymmetrical CCC-NHC Pincer Metal Complexes and Applications” - $1,435.50; “Symmetrical CCC-NHC Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - $2,048.00; “A Transcription Factor for High Protein, Broad Disease Resistance and Faster Growth” - $1,934.50; “Unsymmetric CCC-NHC Pincer Metal Complexes and Methods of Use Thereof” - $457.00; “Synthesis of Optically Active Indoline Derivatives Via Ruthenium (II)-Catalyzed Enantioselective C-H Functionalization” - $10,144.50; “Symmetrical CCC-NHC Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - $1,535.00; “Unsymmetric CCC-NHC Pincer Metal Complexes and Methods of Use Thereof” - $87.00; “Unsymmetrical CCC-NHC Pincer Metal Complexes and Applications” - $38.00; and
“Unsymmetric CCC-NHC Pincer Metal Complexes and Methods of Use Thereof” - $6,243.37, respectively).

TOTAL DUE.................................................................$ 23,922.87

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 2/18/21, 2/18/21, 4/15/21 and 6/24/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Stuttering Inhibition Method and Device (Snyder)” - $1,032.50; “Emerald Bioscience, Inc. Licenses” - $855.50; “Emerald Bioscience, Inc. Licenses” - $383.50; and “Topical Compositions for Treating Peripheral Neuropathic Pain” - $5,581.50, respectively.)

TOTAL DUE.................................................................$ 7,853.00

Payment of legal fees for professional services rendered by Thomas|Horstemeyer, LLP (statements dated 2/26/21, 2/26/21, 2/26/21, 4/30/21, 4/30/21, 5/28/21, 6/29/21, 6/29/21, 6/29/21, 6/29/21 and 6/29/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “System and Method for Manipulating Insect Behavior” - $69.40; “Laser Multibeam Differential Interferometric Sensor and Methods for Vibration Imaging” - $1,628.00; “Dyes, Dye-Sensitized Solar Cells, and Methods of Making and Using of Same” - $1,012.00; “Anticancer Formulation” - $1,727.00; “Transdermal Delivery of Iron” - $1,505.00; “Isolation of Pure Cannabidiols from Cannabis” - $1,950.00; “Biologically Active Cannabidiol Analogs” - $200.00; “Biologically Active Cannabidiol Analogs” - $200.00; “Biologically Active Cannabidiol Analogs” - $200.00; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $2,880.21; “Indolizine Dyes with Short Wavelength Infrared Absorption and Emission and Methods for Making and Using Same” - $5,150.00; and “Methods for Reducing Intraocular Pressure” - $3,150.00, respectively.)

TOTAL DUE.................................................................$ 19,871.61

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 4/26/21, 4/26/21, 4/26/21, 4/26/21, 4/26/21, 4/26/21, 5/18/21, 6/17/21, 6/17/21, 6/17/21, 6/17/21, 6/17/21, 6/17/21 and 6/18/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $461.00, $114.00, $182.00, $627.00, $206.50, $104.00, $182.00, $3,830.50, $8,922.00, $149.00, $152.50, $104.00, $1,046.00, $260.00, $9.50, $432.50 and $364.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.................................................................$ 17,145.50
Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 4/21/21, 5/24/21 and 5/24/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $508.75, $108.75 and $127.50, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE........................................................................................................ $  745.00
1. **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. **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 August 2, 2021, Commissioner Alfred Rankins, Jr. approved the final budget revisions to the FY 2021 Ayers academic programs budgets after conducting a review. It appears that these revisions were necessary to align 2021 budgets to individual program needs at the end 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 fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The IHL 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. **MSU** – On June 14, 2021, Commissioner Alfred Rankins, Jr., recommended the approval of two timber sales to Trustee Chip Morgan, Chair of the Real Estate Committee. The first (No. 21-02) is approximately 255 acres with 145 being a final harvest of hardwood timber and 110 being a partial harvest of shelterwood timber. The second (No. 21-03) is approximately 75 acres of large pine sawtimber. Both sales are located in Oktibbeha County and expected to be less than $500,000. On June 17, 2021, Chairman Morgan approved the Commissioner’s recommendation granting interim approval of the two above mentioned timber sales. The Attorney General’s Office has reviewed the two agreements 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.

c. **MSU** – On July 1, 2021, Commissioner Alfred Rankins, Jr. approved the Office Lease Agreement between Mississippi State University CAVS-Extension and Itawamba Community College (ICC) for the use of office space at the ICC Belden Center. This is effective August 1, 2021 through June 30, 2022, at a cost of $728 per month payable on the first day of each month. The IHL Associate Commissioner of Legal Affairs has reviewed the agreement and found the same to be compliant with applicable state law and Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.

d. **MSU** – On July 6, 2021, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between Mississippi State University and East Mississippi Center for Educational Development (EMCED) for approximately 300 square feet of office
space and additional share space at MSU’s College Park Campus located at 1000
Highway 19 North, Meridian, MS. The primary term of this lease shall be for one
year commencing on July 1, 2021, and ending at 12:00 midnight on June 30,
2022, and shall be renewed annually upon written agreement of both parties not to
exceed a term of five years. The lease payment of $7,401.39 will be due on July
1, 2022. The total amount of revenue anticipated from lease payments, if the
contract is renewed each year, is $37,006.95. The IHL Associate Commissioner
of Legal Affairs has reviewed the 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.

e. **UMMC** – On July 20, 2021, Commissioner Alfred Rankins, Jr. approved the
Lease Agreement between the University Mississippi Medical Center and BBL
Properties, LLC, for the lease of approximately 3,00 square feet of medical
clinical space located at 418B N. Applegate, Winona, MS to continue providing
rural family medical clinic services in Winona, MS. The term of the lease is three
years beginning September 1, 2021, at a total cost of $43,200 or $1,200 per
month, to be paid in advance on the first day of each month. The IHL Associate
Commissioner of Legal Affairs has reviewed the agreement and found the same to
be compliant with applicable state law and Board Policy 707.01 Land, Property,
and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or
Services. A copy of the documents is on file in the IHL Board Office.

f. **UMMC** – On July 20, 2021, Commissioner Alfred Rankins, Jr. approved the
Lease Agreement between the University Mississippi Medical Center and Carroll
County, MS, for the lease of approximately 2,056 square feet of clinic space
located in the Herbert R. Power Health Clinic d/b/a the Vaiden Clinic at 201-A
Magnolia Street, Vaiden, MS to continue providing rural family medical clinic
services in Vaiden, MS. The term of the lease is three years beginning September
1, 2021, at a total cost of $55,512 or $1,542 per month, to be paid in advance on
the first day of each month. The IHL Associate Commissioner of Legal Affairs
has reviewed the agreement and found the same to be compliant with applicable
state law and Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services. A copy of the
documents is on file in the IHL Board Office.

g. **UMMC** – On July 20, 2021, Commissioner Alfred Rankins, Jr. approved the
Lease Agreement between the University Mississippi Medical Center and Journal,
Inc. for the lease of approximately 5,924 square feet of medical clinic space
located at 204 Service Drive, Building 2, Suite D, Tupelo, MS to continue
providing rural family medical clinic services in Tupelo, MS. The term of the
lease is one year beginning September 1, 2021, at a total cost of $96,146.52 or
$8,012.21 per month, to be paid in advance on the first day of each month. The
IHL Associate Commissioner of Legal Affairs has reviewed the agreement and
found the same to be compliant with applicable state law and Board Policy 707.01
Land, Property, and Service Contracts and Policy 707.03 Approval for
h. **UMMC** – On July 20, 2021, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University Mississippi Medical Center and Singing River Health System for 730 square feet of medical clinic space and furnishing in the JF Turner Building at Singing River Hospital in Pascagoula, MS to be used one day a week by the UMMC Department of Pediatric Cardiology. The lease is for a term of five years beginning September 1, 2021, at a total cost over the five-year term of $21,072.13. The monthly rental rate is based on one scheduled occupancy period per week (52 per year) at a rate of $76.04 per occupancy period, with annual increases as set out in Exhibit D, Schedule of Rates. Rental payments will be due at the beginning of each month. The IHL Associate Commissioner of Legal Affairs has reviewed the agreement and found the same to be compliant with applicable state law and Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.

i. **UMMC** – On July 20, 2021, Commissioner Alfred Rankins, Jr. approved the Sleep Lab Equipment Rental Agreement between the University Mississippi Medical Center and Philips RS North America, LLC f/k/a Respironics, Inc. for the rental of OmniLab Advanced + Heated Tube Humidifier Core Package equipment and the OmniLab Connect system for the sleep lab. The term of this agreement is three years beginning August 21, 2021, at a total cost of $2,700. The IHL Associate Commissioner of Legal Affairs has reviewed the 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.

j. **USM** – On July 6, 2021, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Southern Mississippi and Rhodes Enterprises, LLC for approximately 1,760 square feet of office space in Gulfport, MS for the purpose of operating USM’s Mississippi Early Childhood Inclusion Center Resource and Referral Site to serve the Mississippi Gulf Coast area. The Attorney General’s Office has reviewed the 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.

k. **USM** – On July 6, 2021, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Southern Mississippi and Oil Mill Square, Inc. in which USM for approximately 3,154 square feet of office space for the purpose of operating USM’s Mississippi Early Childhood Inclusion Center Resource and Referral Site to serve the Hattiesburg area. The Attorney General’s Office has reviewed the 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.

l. **SYSTEM** – On June 24, 2021, Commissioner Alfred Rankins, Jr. reviewed and approved the Quarterly Employment Reports which lists all hires and all
separations for the period beginning July 1, 2020 and ending September 30, 2020. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration. A copy of the documents is on file in the IHL Board Office.

m. **SYSTEM** – On June 24, 2021, Commissioner Alfred Rankins, Jr. reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning October 1, 2020 and ending December 31, 2020. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration.

n. **SYSTEM** – On June 24, 2021, Commissioner Alfred Rankins, Jr. reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning January 1, 2021 and ending March 31, 2021. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration.
PERSONNEL ACTION REPORT

1. **Sabbatical**

**Mississippi State University**
FROM: Masoud Karimi; Associate Professor of Electrical and Computer Engineering; from salary of $104,650.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $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.

[Originally approved by IHL Board March 18, 2021]
CORRECTED: Masoud Karimi; Associate Professor of Electrical and Computer Engineering; salary of $104,650.00 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.

FROM: 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.

[Originally approved by the IHL Board March 18, 2021].
CORRECTED: This item was rescinded.