

Board Book

August 18, 2022

MISSISSIPPI BOARD OF TRUSTEES OF STATE
INSTITUTIONS OF HIGHER LEARNING

Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

MEETINGS SCHEDULE

Health Affairs Committee | August 17, 2022, 3:00p | IHL Board Room
IHL Board Meeting | August 18, 2022, 9:00a | IHL Board Room

CALL TO ORDER INVOCATION

Trustee Tom Duff
Trustee Alfred McNair

MINUTES

June 16, 2022 Regular Board Meeting Minutes 6

CONSENT AGENDAS | Trustee Tom Duff

ACADEMIC AFFAIRS

1. SYSTEM – Approval of Modifications to Existing Degree Programs.....65
Renaming
 - a. DSU – Master of Fine Arts in Integrated Visual Arts
 - b. MSU – Bachelor of Science in Biological Engineering
 - c. MSU – Master of Science in Biological Engineering

FINANCE

1. JSU – Request for Approval to Enter a Lease Agreement with AWH-BP Jackson Hotel, LLC d/b/a Hilton Jackson66
2. MSU – Request for Approval to Enter a License Agreement with CAS, a Division of The American Chemical Society67
3. MSU – Request for Approval to Enter a Purchase Agreement with C.R. Onsrud, Inc.68
4. UM – Request for Approval to Enter a Contractual Services Agreement with Campus Works, Inc.69
5. UM – Request for Approval to Enter a Contractual Services Agreement with Carnegie Dartlet, LLC71
6. UM – Request for Approval to Amend a Contractual Services Agreement with Jackson Spalding, Inc.72
7. UM – Request for Approval to Enter a Contractual Services Agreement with Jet Support Services, Inc. (APU Maintenance Program).....74
8. UM – Request for Approval to Enter a Contractual Services Agreement with Jet Support Services, Inc. (Engine Maintenance Program)75
9. UM – Request for Approval to Enter a Contractual Services Agreement with Panopto, Inc.....76
10. UMMC – Request for Approval to Enter a Medical Office Building Lease with The Central Mississippi Civic Improvement Association, Inc. d/b/a Jackson-Hinds Comprehensive Health Care77
11. UMMC – Request for Approval to Enter a Purchase Agreement with Cepheid79

12. UMMC – Request for Approval to Enter a Medical Office Building Lease with Select Specialty Hospital-Jackson, Inc.	81
13. UMMC – Request for Approval to Amend a Services Agreement with Sellers Dorsey & Associates, LLC	83
14. USM – Request for Approval to Enter a Service Agreement with Kone, Inc.	85
15. USM – Request for Approval to Enter an Equipment Purchase Agreement with MTE Instruments.....	87

REAL ESTATE

Approval of Initiations of Projects/Appointments of Professionals

Bureau of Building Projects

1. MVSU – GS 106-274 – Lackey Recreation Center Renovation, Design Professional – McCarty Architects	91
2. USM – GS 108-303 – Reed Green Coliseum – Total Roof Replacement, Design Professional – Weir Boerner Allin Architecture, PLLC.....	92

IHL Projects

3. MSU – IHL 205-320 – Patterson Engineering IDEE Lab, Design Professional – Cooke Douglass Farr Lemons Architects and Engineers.	94
4. MSU – IHL 205-325 – Davis Wade Renovations, Design Professional – LPK Architects	95
5. UM – IHL 207-485 – Jackson Avenue Center – Center for Graphene Renovation, Design Professional – McCarty Architects, P.A.	96
6. UM – IHL 207-489 – Ole Miss Golf Complex, Design Professional – To be Determined Through the Request for Qualifications Method	97
7. UM – IHL 207-490 – Research Laboratory Facilities Masterplan and Design, Design Professional – To be Determined Through the Request for Qualifications Method	99
8. UMMC – IHL 209-580 – Renovation for Adolescent Psych, Design Professional – JH&H Architects/Planners/Interiors, P.A.	100

Approval of Budget Increases and/or Changes of Scope/Funding Source(s)

Bureau of Building Project

9. USM – GS 108-296 – Kinesiology Building Renovation, Design Professional – Albert & Robinson Architects, P.A.....	102
---	-----

IHL Projects

10. MSU – IHL 405-005 – Stone Chilled Water Loop Expansion, Design Professional – Engineering Resource Group, Inc.	103
11. UM – IHL 407-002 – Data Center Facility Renovation & Expansion, Design Professional – Duvall Decker Architects, P.A.....	105

LEGAL

1. ASU – Approval of Proposed Affiliation Agreement with Alcorn State University National Alumni Association, Inc.	108
2. ASU – Approval of Proposed Affiliation Agreement with Alcorn State University National Alumni Association Foundation, Inc.	122

3. ASU – Approval of Proposed Affiliation Agreement with Alcorn State University “A” Club Alumni Association	136
4. SYSTEM – Approval to Hire Balch & Bingham, LLP as Outside Counsel	150

PERSONNEL

1. Employment (MUW, MVSU)	151
2. Change of Status (MUW)	151
3. Sabbatical (JSU, MSU, UM)	151

REGULAR AGENDAS

ACADEMIC AFFAIRS | Trustee Steven Cunningham

1. Blue Mountain College – Approval of Stage II – Qualify for Initial Accreditation of a Professional Nursing Program (Permission to Admit Students)	153
--	-----

FINANCE | Trustee Hal Parker

1. UM – Request for Approval of a Bond Resolution and Form of Bond Documents for The University of Mississippi Educational Building Corporation for a Par Value not to Exceed \$75 Million for The Jim and Thomas Duff Center for Science and Technology Innovation.....	154
2. SYSTEM – Request for Approval to Amend Board Policy 706.01 Federal Funds and Contracts, to Waive First Reading, and Adopt for Final Approval	155
3. SYSTEM – Request for Approval to Amend Fiscal Year 2024 Proposed Funding Priorities for Student Counseling and Wellness.....	156
4. UMMC – Request for Approval to Amend a Master Agreement with Abbott Laboratories, Inc.	156
5. UMMC – Request for Approval to Amend a License and Support Agreement with Epic Systems Corporation.....	158

LEGAL | Trustee Gee Ogletree

1. USM – Approval to Enter an Interlocal Agreement with The City of Hattiesburg, Mississippi and Forrest County, Mississippi	160
--	-----

INFORMATION AGENDAS | Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS

1. MSU – Intent to Offer Existing Degree Programs by Distance Learning	164
a. Master of Science in Counselor Education (Concentration in Clinical Mental Health Counseling)	
b. Master of Science in Counselor Education (Concentration in Rehabilitation Counseling)	
2. MSU – Intent to Offer Certificate Programs.....	164
a. Athlete Engineering	
b. Public Procurement	
3. SYSTEM – Annual Report on Post-Tenure Review	165
4. SYSTEM – Annual Report on Faculty Tenure.....	166
5. SYSTEM – Annual Report of Off-Campus Academic Programs	167

REAL ESTATE

1. SYSTEM – Real Estate Items Approved Subsequent to the June 16, 2022 Board Meeting

- Alcorn State University.....173
- Jackson State University175
- Mississippi State University177
- Mississippi Valley State University.....181
- University of Mississippi182
- University of Mississippi Medical Center186

LEGAL

1. SYSTEM – Report of Payments to Outside Counsel189

2. UMMC – Emergency Approval to Hire Wise, Carter, Child & Carraway, P.A. as Outside Counsel195

3. UMMC – Emergency Approval to Hire Heidelberg, Patterson & Welch, PLLC d/b/a Heidelberg Patterson Welch Wright as Outside Counsel196

ADMINISTRATION/POLICY

1. SYSTEM – Commissioner’s Notification of Approval.....197

ADDITIONAL AGENDA ITEMS IF NECESSARY

OTHER BUSINESS/ANNOUNCEMENTS

EXECUTIVE SESSION IF DETERMINED NECESSARY

ADJOURNMENT

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

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 December 14, 2021, to each and every member of said Board said date being at least five days prior to this June 16, 2022 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 (via Zoom), and Dr. J. Walt Starr. The meeting was called to order by Mr. Tom Duff, President, with Trustee Gee Ogletree providing the invocation.

INTRODUCTION OF GUESTS

- President Duff noted that several presidents were unable to attend the meeting. He welcomed the following officials representing each institution:
 - Dr. Ontario Wooden, Provost and Senior Vice President for Academic Affairs, representing Dr. Felecia Nave, President of Alcorn State University
 - Dr. Alisa Mosely, Provost and Vice President for Academic Affairs, representing Mr. Thomas Hudson, President of Jackson State University
 - Dr. Kathie Stromile Golden, Director of International Program and Special Assistant to the President, representing Dr. Jerryl Briggs, President of Mississippi Valley State University.
 - Ms. Allyson Easterwood, Vice President for Finance and Administration, representing Dr. Rodney Bennett, President of the University of Southern Mississippi.
- President Duff also welcomed Mr. Kennedy Guest, President of the Executive Council of the Student Association at Mississippi State University.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Ogletree, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on May 19, 2022.

CONSENT AGENDAS

On motion by Trustee Morgan, seconded by Trustee Cunningham, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

ACADEMIC AFFAIRS

1. **SYSTEM** – Approved the following modifications to existing academic degree programs:
RENAME

- a. **MUW** – Current Program Title: Bachelor of Arts (BA) in Women’s Studies
Proposed Program Title: Bachelor of Arts (BA) in Women’s, Gender, and Sexuality Studies
Academic Unit: College of Arts & Sciences, Department of Languages, Literature, & Philosophy
CIP Code, Sequence: 05.0207, 5834
Total credit hours: 124
Effective date: August 2022
- b. **USM** – Current Program Title: Bachelor of Arts (BA) in Public Relations and Advertising
Proposed Program Title: Bachelor of Arts (BA) in Strategic Communication
Academic Unit: School of Communication
Current CIP Code, Sequence: 09.0900, 5544
Proposed CIP Code, Sequence: 09.0909, 5544
Total credit hours: 120
Effective date: August 2022
- c. **USM** – Current Program Title: Bachelor of Arts (BA) in Journalism
Proposed Program Title: Bachelor of Arts (BA) in Digital Journalism
Academic Unit: School of Communication
CIP Code, Sequence: 09.0401, 5546
Total credit hours: 120
Effective date: August 2022

DELETE

- d. **USM** – Program Title: Master of Science (MS) in Communication
Academic Unit: School of Communication
CIP Code, Sequence: 09.0101, 4325
Total credit hours: 30
Effective date: August 2022

2. **SYSTEM** – Approved the following modifications to existing academic units:
Rename

- a. **ASU** – Current Title: Honors Curriculum Program
Proposed Title: Myrlie-Evers Williams Honors Program
Unit Location: The Honors Building
Effective date: April 2022
Five-year cost of implementation: \$0
- b. **USM** – Current Title: School of Communication
Proposed Title: School of Media and Communication
Unit Location: College of Arts and Sciences
Effective date: August 2022
Five-year cost of implementation: \$3,750

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

Rename and Reorganize

- c. **UMMC** – Current Title: Department of Neurobiology and Anatomical Sciences
Proposed Title: Department of Advanced Biomedical Education
Unit Location: School of Medicine
Effective date: July 2022
Five-year cost of implementation: \$300,000 for salary alignment and faculty development
 - d. **UMMC** – Current Title: Department of Microbiology and Immunology and Department of Cell and Molecular Biology
Proposed Title: Department of Cell and Molecular Biology
Unit Location: School of Medicine
Effective date: July 2022
Five-year cost of implementation: \$100,000 for salary alignment
 - e. **UMMC** – Current Title: Department of Clinical and Diagnostic Sciences
Proposed Title: Department of Radiologic Sciences and Department of Medical Laboratory Sciences
Unit Location: School of Health Related Professions
Effective date: July 2022
Five-year cost of implementation: \$500
3. **SYSTEM** – Approved the following degrees to be conferred in Summer 2022, provided each candidate has met all requirements for the degree.

Institution	Degree to be Conferred	Number	Subtotal	Total
Jackson State University				
	<i>Undergraduate</i>			
	Bachelor of Arts	12		
	Bachelor of Business Administration	58		
	Bachelor of Music	5		
	Bachelor of Music Education	1		
	Bachelor of Science	312		
	Bachelor of Science Education	18		
	Bachelor of Social Work	34		
	Bachelor of University Studies	10		
	<i>Graduate</i>			
	Master of Arts	4		
	Master of Arts in Teaching	78		
	Master of Business Administration	37		
	Master of Music Education	4		
	Master of Public Health	3		
	Master of Public Policy and Administration	2		
	Master of Science	75		
	Master of Science in Education	34		
	Master of Social Work	57		
	Specialist in Education	44		
	Doctor of Education	5		
	Doctor of Philosophy	129		
	Doctor of Public Health	22		
	Total Undergraduate Degrees		450	

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

Institution	Degree to be Conferred	Number	Subtotal	Total
	<i>Total Graduate Degrees</i>		494	
	<i>Total Degrees</i>			944
Mississippi University for Women				
	<i>Undergraduate</i>			
	Bachelor of Applied Science	5		
	Bachelor of Art	11		
	Bachelor of Business Administration	7		
	Bachelor of Fine Art	1		
	Bachelor of Music	1		
	Bachelor of Professional Studies	2		
	Bachelor of Science	26		
	Bachelor of Science in Nursing	265		
	<i>Graduate</i>			
	Master of Art in Teaching	6		
	Master of Business Administration	11		
	Master of Fine Art	11		
	Master of Science in Nursing	24		
	<i>Total Undergraduate Degrees</i>		318	
	<i>Total Graduate Degrees</i>		76	
	<i>Total Degrees</i>			383

FINANCE

4. **JSU** – Approved the request to enter an Agreement with PATH Company LLC (PATH) to develop an Energy Efficiency Performance Plan for JSU. This agreement commences on the date of execution and ends 270 days after its start date, which shall be no later than June 30, 2023. The contract amount is \$497,426. The contract will be funded with Higher Education Emergency Relief Funds (HEERF) and University Funds from Reduced Energy Expenditures. 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 new contract with Adobe for an Adobe Enterprise Term License Agreement (ETLA) by utilizing the Mississippi Department of Information Technology Services’ purchasing contract with the National Association of State Procurement Officials (NASPO) for the purchase of software for the State of Mississippi. The ETLA consists of the Creative Cloud suite of applications for all active employees (4,701) and half the currently enrolled student population (10,730). The term of the contract is three-years from May 1, 2022, through April 30, 2025. The contract amount is \$1,477,639.29 and will be funded 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.
6. **MSU** – Approved the request to enter a new contract with Mythics Inc. for Oracle Software Licenses and Services in order to run Ellucian Banner for MSU and IHL. In addition, Oracle licenses are required for other MSU critical enterprise systems. The term of the agreement is three years from July 1, 2022 through June 30, 2025. The contract amount is

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

- \$1,798,015.23. The contract will be funded 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.
7. **MSU** – Approved the request to enter a new contract with Honorlock, Inc. to provide online proctoring services for use during exams to ensure that student identity is verified, that students have complied with testing requirements and to monitor and report testing irregularities. The term of the contract is one year with the option to renew for additional one-year terms up to three years. The contract amount is \$974,700, or \$324,900 annually. The contract will be funded 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.
 8. **MSU** – Approved the request to enter a contract for services with Prophet Brand Strategy, Inc. (“Prophet”) to assist MSU in managing its transformation and brand activation initiative. Prophet will provide guidance in development and execution of a transformation plan, campus master plan, strategic enrollment plan, and brand strategy in order to best communicate the university’s many success stories and positive impact on the many diverse stakeholders and communities it serves. The term of the agreement begins on the date of execution and ends December 1, 2022. The contract amount is \$1.5 million and 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.
 9. **MSU** – Approved the request to enter an amendment to its Sublease Agreement with the United States Department of Agriculture/Agricultural Research Service (USDA) for office and laboratory space at the Delta Water Center in Stoneville, MS. Due to significant changes in the cost of construction and expansion of the scope of improvements desired by USDA, the Amendment is necessary to authorize USDA to reimburse MSU for up to an additional \$600,000.00 of improvements to the facilities. The term of the contract is from September 1, 2020 through August 31, 2026. MSU will continue to receive a rental payment of \$136,000 annually under the Sublease. The Amendment will increase the amount MSU will be entitled to reimbursement for improvements desired by USDA. 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. **MUW** – Approved the request to amend the agreement with Barnes & Noble to allow the offering of the First Day Complete (FDC) program which provides course materials on the first day of class. The effective date of the amendment is July 1, 2022. The original contract ends March 31, 2023. The amendment extends the contract to March 31, 2024, with renewal year to year thereafter. The FDC program is expected to generate additional annual commissions of \$22,308. 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 on behalf of the University’s Office of University Marketing & Communications and Division of Enrollment Management to amend the Master of Service Agreement (MSA) with Carnegie Dartlet LLC to add a new Statement of Work #10 (SOW 10), which will provide digital marketing services to support

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

the university's enrollment and brand strategies. The current MSA is scheduled to expire on March 22, 2025. SOW10 has a twelve-month term beginning July 2022 and ending June 2023. The amount of SOW10 is \$499,728. This addition would increase the total amount of the existing Agreement to a sum not to exceed \$2,075,481.76. The source of funding for SOW10 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. 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 on behalf of the Athletics Department to enter a contract with STM Charters, Inc. for passenger charter air transportation and related services for the 2022 football season. The contract will begin on September 16, 2022 and end on November 19, 2022. The contract amount is \$421,120 billed in two installments. 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. **UM** – Approved the request for the University on behalf of the Athletic Department to amend a contract with Total Production Services, LLC (TPS) which produces broadcasts of Ole Miss sporting events as requested by the University, on either a linear network, digital platform or both as well as engineering services. This Agreement shall become effective on July 1, 2022 and terminate on June 30, 2027. The Agreement may be renewed for five (5) additional years commencing on July 1, 2027, and terminating June 30, 2032, unless either party gives notice of its intent to terminate the Agreement by providing such notice one hundred twenty (120) days prior to June 30, 2027. The contract amount will be approximately \$750,000 per year. (The exact amount will be determined based on actual future team schedules.) This contract will be funded by the University of Mississippi Athletics Department's operating 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.
14. **UMMC** – Approved the request to amend its Agreement for Physician Locums Tenens Coverage with CHG Companies, Inc. d/b/a CompHealth (CompHealth). The Amendment adds CHG Medical Staffing, Inc., d/b/a CompHealth Medical Staffing (CompHealth Medical Staffing) as a party to the agreement and adds advanced practice healthcare professional coverage (APP). The amended agreement provides temporary physician and APP coverage on UMMC's main campus in Jackson, as needed. The term of this amended agreement remains unchanged and is three (3) years, from December 1, 2021, through November 30, 2024. The first amendment will be effective June 20, 2022. The total cost of the amended agreement over the three (3) year term is \$6,675,000. The projected cost of the original agreement was \$3,500,000. The first amendment will add \$3,175,000. 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.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

15. **UMMC** – Approved the request to enter a new Services Agreement with Cross Country Staffing, Inc. (Cross Country) for augmentation of nursing, nursing assistants, therapists, technologists, and technicians to be utilized on an as-needed basis at all UMMC locations. The term of the agreement is five (5) years, from July 1, 2022, through June 30, 2027. The total estimated cost of the agreement over the five (5) year term is \$11,875,000. Beginning in year two (2), UMMC has included ten percent (10%) each year for potential 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.
16. **UMMC** – Approved the request to enter the Second Amendment to the EVA System Placement Program Agreement with Dutch Ophthalmic USA, Inc. (Dutch Ophthalmic) to extend the term of the agreement one (1) additional year. The agreement is for the placement of two (2) EVA Vaccuflow Valved Timing Intelligence Phaco and Vitrectomy Systems with Integrated 532Nm Laser (Vitrectomy System) at UMMC and sale of disposable products utilized on the systems. The Board also approved the request for the institution 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 six (6) years, from July 1, 2017 through June 30, 2023. The original agreement was for a three (3) year term, from July 1, 2017, through June 30, 2020. Amendment No. 1 extended the term to five (5) years, from July 1, 2017, through June 30, 2022. The Second Amendment will extend the term one (1) additional year through June 30, 2023. The total estimated cost of the amended agreement is \$4,550,000. The original estimated cost of the three (3) year agreement was \$1,635,992. The increased cost of the agreement after Amendment No. 1 was \$3,350,000. During the extended term under the Second Amendment, UMMC anticipates the need for an additional \$1,200,000. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow payment of the annual maintenance or service fee in advance of the coverage year. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
17. **UMMC** – Approved the request to enter a Lease Agreement and a Use, License, and Service Agreement (ULSA) (collectively, the “Agreement”) with Intuitive Surgical, Inc. (Intuitive) for the lease, service, and delivery of a da Vinci® Xi Dual Console Surgical System (da Vinci Xi). The da Vinci Xi system is a piece of robotic equipment that performs precise, minimally invasive surgical procedures such as hepatobiliary, lobectomy, and thoracic procedures and decreases the length of stay for each. The term of the Agreement is approximately five (5) years, one (1) month, and twenty (20) days, from June 30, 2022, through August 18, 2027. The term of the Agreement will begin on June 30, 2022, and end five (5) years from the delivery date of the da Vinci Xi System to UMMC. Delivery is anticipated to be on or about August 19, 2022, for an expected expiration date of August 18, 2027. The total estimated cost over the five (5) year term is \$3,625,000, which includes the da Vinci System, delivery of the system, software license, service and maintenance fees for years two (2) through five (5). Beginning in year two (2), UMMC has included an annual ten percent (10%) increase for potential additional service costs for afterhours

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

service and freight. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of service on an annual basis. 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.

18. **UMMC** – Approved the request to enter a new Lease Agreement (Lease) with the Jackson Municipal Airport Authority (JMAA) for approximately 32,130 square feet of space located at Jackson-Evers International Airport. The leased location provides office and storage space for components of the Mississippi State Department of Health’s (MSDH) State Medical Response System (SMRS), which includes safety and security for UMMC’s mobile field hospital and a training location for the State Medical Assistance Team (SMAT) medical and logistical staff. The term of the Lease is five (5) years, from July 1, 2022, through June 30, 2027. The total estimated cost of the five (5) year term is \$1,457,000.00. Under the lease, UMMC will pay a base rent of \$8.25 per square foot, with a one and a half percent (1.5%) annual increase. UMMC is responsible for an electricity surcharge of \$17,280.00 per year, as well as purchasing ID badges and employee parking, if UMMC’s employees utilize JMAA parking facilities. UMMC employees currently only utilize parking spaces located next to the leased building. While UMMC does not foresee any charges for parking, UMMC has calculated an additional \$350.00 per year for this contingency. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the monthly rent in advance each month, as well as vehicle parking charges for employees, as applicable. UMMC will pay the Lease costs directly to JMAA; however, MSDH will reimburse UMMC the cost of the Lease via federal grant funds received for public health emergency and/or hospital preparedness. 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 enter a Fee Per Case Agreement with Stryker Sales Corporation (Stryker) for the provision of operating room support for surgical cases in the Kathy and Joe Sanderson Tower at Children’s of Mississippi. The services provided under the agreement will allow for support of surgical scopes and related equipment such as cameras and power tools. Stryker’s services include providing assistance with maintenance of the scopes and equipment, repairing them during minimally invasive surgeries, and helping prepare the operating room for the next surgery. The term of the agreement is five (5) years, from July 1, 2022, through June 30, 2027. The total estimated cost of the agreement over five (5) years is \$3,650,000. UMMC has included a ten percent (10%) increase beginning in year two (2) for potential volume increases. 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.
20. **USM** – Approved the request to enter a contract with Mythics, Inc. for Oracle Software Support and Maintenance which includes PeopleSoft Modules and Oracle Database products. PeopleSoft, owned by Oracle, is the University’s primary enterprise solution. The initial period begins August 1, 2022 and ends November 28, 2025. The End date

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

accommodates the expiration of support agreements at different dates. The total contract cost for the initial three years is estimated at \$2,830,873.53. Payment is expected to be issued on an annual basis upon receipt of an invoice prior to July 31 of each contract year. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to make multi-year prepayments at the beginning of each contract year. The contract will be funded 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.

21. **UM** – Approved the budget escalation to realign major objects and to provide spending authority for additional revenues in the Airport and for greater than anticipated operating fuel costs. Self-generated revenue will be used to fund the increase in operating expenditures.

University of Mississippi FY 2022 Auxiliary Enterprises Budget by Major Object			
Category	Current FY 2022 Operating Budget	Revision/Escalation	Revised FY 2022 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 50,587,309	\$ 78,200	\$ 50,665,509
Travel and Subsistence	8,221,126	(2,000)	8,219,126
Contractual Services	59,602,485	(2,016,547)	57,585,938
Commodities	21,916,858	3,712,191	25,629,049
Capital Outlay: Non-Equipment		-	-
Capital Outlay: Equipment	2,223,955	(4,000)	2,219,955
Mandatory Transfers	21,442,778	-	21,442,778
Non-Mandatory Transfers	6,398,380	(755,000)	5,643,380
Increase in Fund Balance	-	-	-
Total	\$ 170,392,891	\$ 1,012,844	\$ 171,405,735

22. **UM** – Approved the request for permission to file an application for and enter into a FAA Airport Improvement Program Grant Agreement, Grant Number 3-28-0057-041-2022 (the “Grant”) for projects at or associated with the University-Oxford Airport. These projects include install runway 9/27 lighting MIRL, install REILs runway 9, replace wind cone, and install two supplemental wind cones. The Grant is for four years (1,460 calendar days) from the date of acceptance. The maximum obligation of the United States payable under the Grant is \$483,188. Legal Staff has reviewed the grant application for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

REAL ESTATE

23. **ASU** – Approved the initiation of IHL 201-261, Math and Science Building Auditorium Renovation, and the appointment of Canizaro Cawthon Davis as the design professional. The project will be divided into two parts. Part A will address Covid related concerns such as new vinyl auditorium chairs that can be disinfected instead of cloth chairs and new epoxy-based flooring that can be disinfected instead of carpet. Part B will center around addressing issues brought to the attention of the University by the Fire Marshal including

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

a new fire system, installation of natural gas shut off valves and door closers for the total building. Part B will also address ADA issues related to the auditorium. The proposed project budget is \$1,236,159.00. Funds are available from CARES Act Funding through the U.S. Department of Education and University E&G Funds (\$1,236,159).

24. **MSU** – Approved the initiation of IHL 213-147, Livestock Assessment Multi-Purpose Laboratory, and the appointment of PryorMorrow as the design professional. This project will construct a new facility on the South Farm including a demonstration room, support facilities, and a covered arena area. The proposed project budget is \$1.5 million. Funds are available from U.S. Department of Housing and Urban Development Grant Funds and University/MAFES Designated Funds (\$1,500,000).
25. **UM** – Approved the initiation of IHL 207-483, NW Mechanical Plant (Electrical Phase II) to construct a new 46kV/12.47kV substation on the west side of campus to provide an additional 40MW of firm electrical capacity. The substation will consist of a new 46kV overhead primary line, two new 46kV gas circuit breakers and associated disconnect switches, two new 46kV/12.47kV 20MVA transformers, and a new control building to house the medium-voltage switchgear lineup. The project also provides three new duct banks with associated cabling and pad-mounted switchgear to tie the substation into existing campus infrastructure. The project budget is anticipated to exceed \$3 million; therefore, it is required that the university use the Request for Qualifications method for the selection of the design professional. The proposed project budget for design fees only is \$500,000. Funds are available from Internal R&R (\$500,000).
26. **UM** – Approved the initiation of IHL 207-484, Writers Cabin and Community, to create a retreat-style writer’s residency on Greenfield Farm, a 20-acre parcel previously owned by William Faulkner. Greenfield will serve novelists, poets, songwriters, essayists, and other writers with roots or work in Mississippi. The project budget is anticipated to exceed \$3 million; therefore, it is required that the university use the Request for Qualifications method for the selection of the design professional. The proposed project budget for design fees only is \$100,000. Funds are available Internal R&R (\$100,000).
27. **UM** – Approved the initiation of IHL 207-487, UM Early Learning and Evaluation Center, to develop a comprehensive state-of-the-art early childhood center where clinical and educational services are integrated for all children ages birth to 6 years old. The project budget is anticipated to exceed \$3 million; therefore, it is required that the university use the Request for Qualifications method for the selection of the design professional. The proposed project budget for design fees only is \$1 million. Funds are available from SB 3002, Laws of 2022 (\$1,000,000).
28. **UMMC** – Approved the initiation of IHL 209-579, Ridgeland Campus, and the appointment of Cooke Douglass Farr Lemons (CDFL) Architects and Engineers, as the design professional. The project will develop a new campus that allows for the training of health professionals and furthering the academic research mission of UMMC. Providing a much-needed multidisciplinary, educational campus to facilitate the work of the School of Medicine, School of Nursing, Graduate Medical Education programs, and the teaching hospital. The proposed project budget for design fees only is \$1.6 million. Funds are available from Patient Generated Revenue (\$1,600,000).

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

29. **UMMC** – Approved the initiation of IHL 209-582, Update Lakeland Medical Building, and the appointment of Burris/Wagnon Architects, P.A., as the design professional. This project will allow for the renovation and repair of the Lakeland Medical Building’s interior and exterior to include repair of the parking deck structure and waterproofing of the deck, add a canopy at back parking lot at patient drop-off, repair EIFS cladding, repair/replace leaking windows, replace flooring, remove wallcovering and repaint in public corridors. The proposed project budget is \$1,550,000. Funds are available from Patient Generated Revenue (\$1,550,000).
30. **USM** – Approved the initiation of IHL 214-024, The Children’s Center and the DuBard School at Gulf Park. This project is for the design and construction of a two-story facility (approximately 20,000 square feet) on the Gulf Park Campus. The project budget is anticipated to exceed \$3 million; therefore, it is required that the university use the Request for Qualifications method for the selection of the design professional. The proposed project budget is \$7.9 million. Funds are available from Community Project Funding/Congressionally Directed Spending projects funding from the US Department of Health and Human Services and Health Resources and Services Administration as part of the Consolidated Appropriations Act, 2022 (PL 117-103) (\$7,900,000).
31. **MSU** – Approved the exterior design for the project IHL 405-002, Kinesiology and Autism Services Building, on the campus of MSU. A copy of the rendering is included in the *bound June 16, 2022 Board Working File*.
32. **MSU** – Approved the exterior design for the Davis Wade Terraces. This is a MSU Bulldog Club project and will include the construction of new terrace seating in the upper deck of the West Side of Davis Wade Stadium. A copy of the rendering is included in the *bound June 16, 2022 Board Working File*.
33. **UM** – Approved the exterior design for the future project IHL 407-486, Alpha Chi Omega House to be built on the Oxford campus. The scope of this project includes demolition of the former Kappa Alpha Theta house and construction of a new Alpha Chi Omega house on the same site. A copy of the rendering is included in the *bound June 16, 2022 Board Working File*.
34. **UM** – Approved a sublease between The Alumni Association of Alpha Gamma of Chi Psi (“Chi Psi”) and Delta Tau Delta Fraternity (“Delta Tau”) and authorized the University Chancellor to execute the Prime Landlord’s Consent on behalf of the Board of Trustees of State Institutions of Higher Learning. Delta Tau seeks to sublease for one year the residential facility located on lot #303 on the UM Campus, which it currently leases from IHL/UM, to Chi Psi. Delta Tau currently does not have a residential facility on UM’s campus. This is a sublease for a residential facility on fraternity lot #303 on the University of Mississippi’s Oxford campus that was erected by Chi Psi. The primary lease between the IHL/UM and Chi Psi is for a thirty-year term, from June 1, 2015, to May 31, 2045. The primary lease between the IHL/UM and Chi Psi imposes an annual \$50 lease payment to UM. The base rent under the sublease between Chi Psi and Delta Tau is \$134,000 for the one-year term, with a \$20,000 security deposit. The IHL/UM may terminate the primary lease with Chi Psi if its initial thirty (30) 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

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

improvements, running of and paying for utilities, maintenance of building and grounds, and building insurance. The sublease between Chi Psi and Delta Tau 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 Delta Tau, as subtenant, to observe or perform any provision of sublease within 30 days of notice. On May 20, 2005, Chi Psi and the IHL/UM entered a lease for fraternity house lot #303 on the University of Mississippi's Oxford campus. On June 1, 2015, Chi Psi and the IHL/UM entered a second lease for fraternity house lot #303 on the University of Mississippi's Oxford campus. Chi Psi erected a fraternity residential facility on the lot. For financial reasons, Chi Psi has chosen not to occupy the house beginning this spring but rather has decided to sublease. The Attorney General's Office has reviewed this item for compliance with applicable law and found it to be acceptable.

35. **USM** – Approved the request to demolish and delete from inventory Building #236 (Blue House) located at 200 N.35th Ave. Hattiesburg, MS. USM acquired this house in 2015. No major renovations were done to the building during the time USM has owned this building. The remaining space after demolition will be used for parking and future expansion. The approval letter has been received from the Mississippi Department of Archives and History stating Building #236 (Blue House) is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.
36. **USM** – Approved the request to demolish and delete from inventory Building #224 (Center for Military Veterans) located at 3503 Morningside Drive, Hattiesburg, MS. USM acquired this property in 2012. No major renovations were done to the building during the time USM has owned this building. The remaining space after demolition will be used for parking and future expansion. The approval letter has been received from the Mississippi Department of Archives and History stating Building #224 (Center for Military Veterans) is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.
37. **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 2023 as required by House Bill #475, Laws of 2022. The IHL Staff verified that all three institutions meet the Minimum Criteria to self-administer state-funded construction, renovation, and maintenance projects.

LEGAL

38. **MSU** – Approved an Interlocal Agreement with the City of Starkville for the purpose of constructing a multi-use path from Collegeview Drive to Old West Point Road (“Collegeview Connector”). Pursuant to the Interlocal Agreement, the City of Starkville and the University will share equally the cost of design and construction of the project over and above Federal Transportation Alternative Funds that are committed to the project by the Mississippi Department of Transportation. The Board approved the request for the university to make non-substantive revisions to the Interlocal Agreement if requested by the Attorney General's Office. MSU previously initiated a construction project for the Collegeview Connector (IHL# 205-311). This Interlocal Agreement shares the cost of design and construction for the project. The purpose of the Interlocal Agreement is to

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

define the parties' roles, responsibilities and commitments related to the Collegeview Connector Project. The scope of work is to design and construct a multi-use path connecting Collegeview Drive to Highway 182. The connection will provide a needed bike and pedestrian connection from the northwest sector of the campus of MSU to the improved City of Starkville bike and pedestrian corridor along Highway 182. The funding sources for the project are Mississippi Department of Transportation Alternatives Program and MSU Designated Funds. The Attorney General's Office has reviewed the agreement and found same to be compliant with applicable law and Board policy. A copy of the Interlocal Agreement is in the bound *June 16, 2022 Board Working File*.

39. **UM** – Pending approval by the Attorney General, the Board approved the request to renew the contract for professional legal services with the law firm of Brunini, Grantham, Grower & Hewes, PLLC for the provision of legal advice and counsel on general construction matters, including but not limited to legal and regulatory issues related to construction management advisor and construction manager at risk project delivery methods, contract preparation, negotiations, litigation, internal reviews, bid protests, dispute resolution, claim preparation/evaluation, and other construction matters as assigned. The contract term is one year from July 1, 2022 to June 30, 2023. The hourly rates for partners and associates are \$300 and \$200, respectively, and \$100 for paralegal services, with a maximum amount payable of \$75,000. This firm carries professional liability insurance coverage in the amount of \$15,000,000 per claim and an annual aggregate of \$30,000,000.
40. **UM** – Pending approval by the Attorney General, the Board approved the request to renew the contract for professional legal services with the law firm of Mayo Mallette PLLC as outside counsel to assist the University on real estate, compliance, internal investigations, employment, and other legal matters as assigned. The contract term is one year from July 1, 2022 to June 30, 2023. The hourly rates are \$250 for partners, \$200 for associates and \$100 for paralegal services with a maximum amount payable of \$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.
41. **UM** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Nelson Mullins Riley & Scarborough LLP as outside counsel for the provision of legal services in the areas of Title IX risk management and regulatory compliance, including athletic equity advice on the University's intercollegiate athletics program, and other legal matters as assigned. The contract term is one year from July 1, 2022 to June 30, 2023. The hourly rate is \$485 for attorney Daniel Cohen, with a maximum amount payable of \$50,000. This firm carries professional liability insurance coverage in the amount of \$200 million per claim with an annual aggregate of \$400 million.
42. **UM** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional services with the law firm of Speights Law, LLC as outside counsel for the provision of legal services in the areas of legal review of contracts and other legal matters as assigned. The contract term is one year from July 1, 2022 to June 30, 2023. The hourly rate is \$95 for attorneys with a maximum amount payable of \$50,000. This firm carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

43. **UM** – Pending approval by the Attorney General, the Board approved the request to renew the contract for professional legal services 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 related litigation, licensing, copyrights, transactions, and applications, filings, and submissions specified in Appendix A attached to the contract. The hourly rates range from \$225 to \$446 for attorneys with a maximum amount payable of \$250,000. TH will also handle certain transactional IP matters for a flat fee based on category of services, at an additional savings to the University. That fee schedule is set out below and attached to the Contract as Appendix A. The contract term is one year from July 1, 2022, to June 30, 2023. This firm carries professional liability insurance coverage in the amount of \$5,000,000 per claim with an annual aggregate of \$5,000,000.

Appendix A

Rates

Preparation, Filing and Prosecution of U.S. Patent Applications

Provisional Applications

Cover Sheet Provisional Application \$500	Includes, where applicable: <ul style="list-style-type: none"> • preparation of transmittal papers • review of application text provided to the Firm • filing of application • include 1 or 2 broad claims to broaden the scope of the disclosure
Category 1 \$1500	Includes, where applicable: <ul style="list-style-type: none"> • preparation of transmittal papers and application text incorporating the invention disclosure • paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application • one revision by the inventor • informal figures • filing of application
Category 2 \$3000	Includes, where applicable: <ul style="list-style-type: none"> • preparation of transmittal papers and application text incorporating the invention disclosure • paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application • one revision by the inventor • informal figures • filing of application • one or more revisions by the inventor • in addition to the substantive information, the application has the look and feel of a non-provisional application so it can be used for marketing purposes filing of application • the figures may not be formal
Category 3 \$5000	Includes, where applicable: <ul style="list-style-type: none"> • preparation of transmittal papers and application text incorporating the invention disclosure • paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application • one revision by the inventor • informal figures

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

	<ul style="list-style-type: none"> • filing of application • one or more revisions by the inventor • more complete claim set <p>In addition to the substantive information, the application has the look and feel of a non-provisional application so it can be used for marketing purposes filing of application.</p>
Category 4 \$7500	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparation of transmittal papers and application text incorporating the invention disclosure • paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application • one revision by the inventor • informal figures • filing of application • one or more revisions by the inventor • the figures may not be formal • more complete claim set • full claims sets • multiple revisions by the inventor <p>Category 4 applications may be filed as a non-provisional application with limited effort if the invention is not changed. In addition to the substantive information, the application has the look and feel of a non-provisional application so it can be used for marketing purposes filing of application.</p>

U.S. Utility or PCT Patent Application

Category 1 \$1000	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • conversion of provisional application limited to formal issues • review by the inventor • simple inventorship determination • preparation of transmittal papers • filing of applications
Category 2 \$3500	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • additional emphasis on claims and other formal issues • review by the inventor • simple inventorship determination • preparation of transmittal papers • filing of applications
Category 3 \$5500	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • additional emphasis on claims and other formal issues • review by the inventor • simple inventorship determination • preparation of transmittal papers • filing of application • additional detail and claims • one or more revisions by the inventor • inventor interview • more complete claim set
Category 4 \$8000	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • additional emphasis on claims and other formal issues • review by the inventor • simple inventorship determination • preparation of transmittal papers

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

	<ul style="list-style-type: none"> • filing of application • additional detail and claims • one or more revisions by the inventor • inventor interview • more complete claim set • full claim sets towards multiple embodiments • multiple revisions by the inventor • longer applications • numerous figures
Category 5 \$10,000	<p>Including, where applicable:</p> <ul style="list-style-type: none"> • additional emphasis on claims and other formal issues • review by the inventor • simple inventorship determination • preparation of transmittal papers • filing of application • additional detail and claims • one or more revisions by the inventor • inventor interview • more complete claim set • full claim sets towards multiple embodiments • multiple revisions by the inventor • longer applications • numerous figures • exceptionally complex technology • long cases (greater than 75pages) • the inventor is difficult to interact with or provides little input • various other documented complexities

**Patent Prosecution
Response to Restriction Requirement**

Category 1 \$300	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparing, filing and reporting response to simple restriction requirement indicating election without traversal
Category 2 \$700	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparing, filing and reporting response to restriction requirement with group election and simple traversal • preparing, filing and reporting response to election of species with indication of applicable claims
Category 3 \$1500	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparing, filing and reporting response to restriction requirement with group election and detailed traversal

Response to Office Action/Appeal Brief

The Parties will mutually agree upon the billing category of a response to office action or appeal brief before work on response or brief is authorized

Category 1 \$1500	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • review and analysis of less complex office actions and cited publications • developing strategy for response • preparing, filing and reporting response or appeal brief
Category 2 \$2500	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • review and analysis of more complex office actions and cited publications • developing strategy for response

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

	<ul style="list-style-type: none"> • preparing, filing and reporting response or appeal brief
Category 3 \$3500	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • review and analysis of most complex office actions and cited publications • developing strategy for response • preparing, filing and reporting response or appeal brief
Category 4 \$4500	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • review and analysis of most complex office actions and cited publications • developing strategy for response • preparing, filing and reporting response or appeal brief: • developing strategy for evidentiary declaration under 131 or 132 • consultation with declarant • gathering evidence; preparing declaration • sending declaration out for signature by declarant • filing and reporting declaration
Filing Notice of Appeal \$100	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparing, filing and reporting notice of appeal • review and analysis of office action and cited publications

Additional Filings or Reports

Continuation or Divisional Patent Application \$1000	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparation of transmittal papers and application including priority claim • filing of and reporting filed application • preliminary amendment with new or restricted claims
National Phase Patent Application (simple/complex) \$400 or \$1000	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparation of transmittal papers and application including priority claim • filing of and reporting filed application • filing with existing claims (simple) • preliminary amendment with amended or added claims (complex)
Continuation-in-part Patent Application <i>See Categories for U.S. Utility or PCT Patent Application</i>	<p>Category of continuation-in-part application will be agreed at the time the application is authorized based on the goals for the application. The scope and quality of the application are the primary factors distinguishing the categories.</p>
Request for Continued Examination \$150	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparation, filing and reporting request for continued examination
Patent Assignment Preparation and Recording \$250	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparation of assignment and recordation cover sheet • filing assignment for recordation • reporting filing and recordation
Information Disclosure Statement (simple/complex)	<p>Includes, where applicable:</p> <ul style="list-style-type: none"> • preparation of list of publications and applications to be cited from relevant sources • preparation of transmittal papers

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

\$250-\$600	<ul style="list-style-type: none"> filing and reporting filed statement
Notice of Allowance and Issue Fee Payment \$500	Includes where applicable: <ul style="list-style-type: none"> review and reporting of notice of allowance attention to extensive allowance checklist, including, for example, identifying need to file a continuation or divisional monitoring of issue fee payment due date preparation and filing of issue fee transmittal review of patent application for errors
Report office Action/other Reporting letters/Formality Response \$150	Includes, where applicable <ul style="list-style-type: none"> reporting office action by email and monitoring of due date preliminary review and analysis of office action telephone conference with the University regarding preliminary analysis other reporting letters for assignments, publications, etc.
Review/Correction of Patent Term Adjustment \$150	Includes, where applicable <ul style="list-style-type: none"> preliminary review and analysis of patent term calculation telephone conference with the University regarding patent time

Additional Attorney Analysis

Detailed inventorship analysis Not to exceed \$2500	The Parties will mutually agree upon the cost of inventorship analysis before authorization to begin work based on the information for the application.
Assignee analysis Not to exceed \$2000	The Parties will mutually agree upon the cost of assignee analysis before authorization to begin work based on the information for the application
Prior art search or patentability analysis Not to exceed \$2500	The Parties will mutually agree upon the cost of search or patentability analysis before authorization to begin work based on the goals for the application. Fees for a third-party search firm, if applicable, will be mutually agreed upon before authorization to begin the search.

44. **UM** – Pending approval by the Attorney General, the Board approved the request to renew the contract for professional legal services with the law firm of Ware | Immigration as outside counsel to provide 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 contract term is one year from July 1, 2022 to June 30, 2023. The Schedule of Legal Fees is set out below with a maximum amount payable of \$100,000. All services not included in the fee schedule attached to the contract for legal services will be provided at the following hourly rates: David Ware \$350, Other Partners \$250, Associates \$175, and Paralegals \$100.

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

H-1B petition	\$2250.00*
H-1B extension or amendment petitions (we handled original petition)	\$2250.00*
H-1B withdrawal	\$200.00
H-4 EAD (Employee may pay)	\$750.00

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

*additional legal fee of up to \$2,500 may apply for substantive requests for evidence	
TN petition or border/consulate processing	\$2250.00
TN extension petition (we handled original)	\$2250.00
E-3 petition or consular processing	\$2250.00
E-3 extension petition (we handled original)	\$2250.00
O-1 petition	\$7000.00
O-1 extension or amendment petition (we handled original)	\$4000.00
J-1 waiver (IGA or hardship)	\$7000.00
J-1 waiver (Conrad)	\$7000.00
J-1 waiver (no objection)	\$1500.00
I-539 Fee for Dependents (Employee may pay)	\$1000.00
<u>Permanent Residence Process with Labor Certification: Faculty</u>	
Special Handling labor certification	\$3000.00
(If position must be readvertised)	\$2500.00
Additional fee if audited	\$1500-2500.00
Immigrant petition (I 140)	\$2500.00
<u>Permanent Residence Process with Labor Certification: Non-Faculty</u>	
Labor certification	\$6000.00
Additional fee if audited	\$1500-2500.00
Additional fee if subject to supervised recruitment	\$3000.00
Immigrant petition	\$2500.00
<u>Permanent Residence Process: Outstanding Professors and Researchers</u>	
Immigrant petition	\$7000.00
<u>Permanent Residence Process: National Interest Waiver</u>	
Immigrant petition	\$7000.00
NIW or OP/OR RFE or NOID: case by case determination up to	\$2500.00
<u>Adjustment of Status (any Employment-Based Permanent Residence Matter)</u>	
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
<u>Employment Authorization and Advance Parole Renewal</u>	
Employment Authorization Renewal per individual	\$500.00
Advance Parole Renewal per individual	\$500.00
<u>Marriage Based Permanent Residence</u>	
Principal Applicant	\$4000.00
Each child, if any	\$2500.00

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

45. **UMMC** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Gore, Kilpatrick and Dambrino, PLLC as outside counsel to attend and provide guidance to UMMC personnel during hearings, depositions and meetings in the Grenada, Mississippi area. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rate is \$135 for attorneys with a maximum amount payable of \$30,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of \$3,000,000 per claim with an annual aggregate of \$3,000,000.
46. **UMMC** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Hogan Lovells US, LLP as outside counsel to advise on matters related to healthcare transactions, tax, antitrust, and regulatory matters related to academic medical center strategy and business issues. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rate structure is \$950 for the period July 1, 2022, to June 30, 2023; \$985 for the period July 1, 2023, to June 30, 2024; and \$1,015 for the period July 1, 2024, to June 30, 2025. The maximum amount payable under the full term of this contract is \$750,000. This firm carries professional liability insurance coverage in the amount of £20,000,000 per claim with an annual aggregate of £60,000,000.
47. **UMMC** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Mayo Mallette, PLLC as outside counsel to assist and advise on academic and personnel issues including but not limited to academic and employment related litigation. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rate is \$200 for attorneys with a maximum amount payable of \$600,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of \$2,000,000 per claim with an annual aggregate of \$2,000,000.
48. **UMMC** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Stites & Harbison, PLLC as outside counsel for the provision of services necessary in obtaining patents for designs, processes, products and other patentable materials. They will also assist and advise on copyright and tech transfer matters, including license agreements and assignments. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rates range from \$360 to \$230 for principal and associate attorneys with a maximum amount payable of \$450,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of \$30,000,000 per claim with an annual aggregate of \$60,000,000.
49. **UMMC** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the Walker Immigration Law Firm as outside counsel for the provision of services necessary in preparing J-1 waiver applications and employment-based petitions on behalf of UMMC for its incoming and current employees, as well as providing other related services. The contract term is three years from July 1, 2022 to June 30, 2025. The fee schedule is set out below with a maximum amount payable of \$450,000 over the full term of the contract. This firm carries

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000.

Fee Schedule

J-1 Waiver	\$3,000.00
J-1 Waiver Transfer	\$1,500.00
O-1 Petition	\$3,000.00
Initial Fee (PERM)	\$2,500.00
Initial Fee (PERM Special Handling)	\$2,000.00
I-140	\$2,000.00
I-485	\$2,000.00

50. **UMMC** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Watkins and Eager, PLLC as outside counsel to assist and advise on healthcare regulatory and compliance matters, healthcare administrative hearings, human resources issues, including but not limited to employment related litigation, and commercial and general matters. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rate is \$265 for attorneys with a maximum amount payable of \$1,500,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of \$20,000,000 per claim with an annual aggregate of \$20,000,000.
51. **UMMC** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Workman Nydegger as outside counsel for the provision of services necessary for obtaining patents for designs, processes, products and other patentable materials developed in connection with UMMC. In addition, the firm will assist in commercialization activities including license agreements, assignments, tech transfer matters, opinion letters, and spin-off company formation, as well as advise on copyright and trademark issues. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rates range from \$500 to \$350 for partners and \$280 to \$250 for associate attorneys with a maximum amount payable of \$150,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of \$25,000,000 per claim with an annual aggregate of \$50,000,000.
52. **USM** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Caves & Caves, PLLC as outside counsel for the provision of services related to acting as hearing officers for Title IX proceedings at the University. The contract term is two years from July 1, 2022 to June 30, 2024. The hourly rates are \$195 for partners and \$90 for paralegal services with a maximum amount payable of \$40,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000.
53. **USM** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with Colette A. Oldmixon, P.A. as outside counsel for the provision of services related to acting as hearing officers for Title IX proceedings at the University. The contract term is two years from July 1, 2022 to June 30, 2024. The hourly rates are \$195 for partners and \$90 for paralegal services with a maximum amount payable of \$40,000 over the full term of the contract. This firm carries professional liability

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$2,000,000.

54. **USM** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Mendelsohn Dunleavy, PC as outside counsel for the provision of services in the practice area of intellectual property, specifically to include the preparation and filing of patent applications in the U.S. and other jurisdictions. The contract term is two years from July 1, 2022 to June 30, 2024. The hourly rates range from \$200 to \$350 for attorneys and \$100 for paralegal services with a maximum amount payable of \$80,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$3,000,000.
55. **MSU** – Approved the 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. The term of the agreement is one year from July 1, 2022, through June 30, 2023. The requested contract amount is \$50,000 and will be paid with private funds (self-generated funds). The Attorney General’s Office has reviewed the agreement 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 16, 2022 Board Working File*.
56. **MUW** – Pending approval by the Attorney General, the Board approved the contract between the university and Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The term of the agreement is one year from July 1, 2022, through June 30, 2023. 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). In accordance with Board Policy 201.0506 Political Activity, CRM’s client list and proposed agreement are included in the bound *June 16, 2022 Board Working File*.
57. **USM** – Approved the request to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi from July 1, 2022 through June 30, 2023. 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 has reviewed the agreement and found same to be compliant with applicable law and Board policy. In accordance with Board Policy 201.0506 Political Activity, Capitol Resources’ client list and proposed agreement are included in the bound *June 16, 2022 Board Working File*.
58. **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.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

59. **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.
60. **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.
61. **ASU** – Approved Dr. Felecia M. Nave as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
62. **ASU** – Approved Marcus D. Ward as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
63. **DSU** – Approved Dr. Rick Munroe as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
64. **JSU** – Approved Jacqueline Anderson-Woods as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
65. **MSU** – Approved Lee Weiskopf as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
66. **MUW** – Approved Karen Clay as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
67. **MVSU** – Approved Dr. Jerryl Briggs as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
68. **MVSU** – Approved Dameon Shaw as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
69. **UM** – Approved Perry Sansing as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
70. **UMMC** – Approved Kristy Simms as one of the institution’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
71. **UMMC** – Approved Anna Moak Sparks as one of the institution’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
72. **USM** – Approved Chad Driskell as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
73. **SYSTEM** – Approved Dr. Alfred Rankins, Jr. as one of the IHL Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
74. **SYSTEM** – Approved Kim Gallaspy as one of the IHL Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

PERSONNEL REPORT

75. **Employment**

Delta State University

- Elizabeth Belenchia; *rehired retiree*; part-time Instructor in Teacher Education, Leadership, and Research; salary \$35,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022
- Diana Ezell; *rehired retiree*; part-time Instructor in Teacher Education, Leadership and Research and Coordinator of Educational Administration Programs; salary \$45,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022
- Beverly Johnston; *rehired retiree*; Adjunct Instructor in Teacher Education, Leadership, and Research; salary \$25,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022
- 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, 2022
- 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, 2022
- Peter Rocconi; *rehired retiree*, Cabling Specialist; salary \$25,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022
- 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, 2022
- Kent Wyatt; *rehired retiree*; President Emeritus; salary \$59,000 per annum; Fund 10 funds; 12-month contract; effective July 1, 2022

University of Southern Mississippi

Randall J. Langston; Senior Associate Vice President for Enrollment Management; salary \$195,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2022

76. **Change of Status**

University of Mississippi

- Virginia Chavis; *from* Acting Associate Provost and Professor of Art; salary of \$99,176 per annum; pro rata; E&G Funds; *to* Associate Provost and Professor of Art; salary of \$215,000 per annum; pro rata; E&G Funds; 12-month contract; effective June 24, 2022
- Ethel Scurlock; *from* Interim Dean of the Sally McDonnell Barksdale Honors College, Senior Fellow of the Luckyday Residential College, and Associate Professor of English and African American Studies; salary of \$142,553 per annum; pro rata; E&G

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

Funds; *to* Dean of the Sally McDonnell Barksdale Honors College and Associate Professor of English and African American Studies; salary of \$225,000 per annum; pro rata; E&G Funds; 12-month contract; effective June 24, 2022

- Jennifer Simmons; *from* Assistant Dean for Student Services; salary of \$83,026 per annum; pro rata; E&G Funds; *to* Assistant Provost; salary of \$160,000 per annum; pro rata; E&G Funds; 12-month contract; effective June 24, 2022

77. **Sabbatical**

Mississippi State University

FROM: Renee M. Clary; Professor of Geosciences; *from* salary of \$89,726.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; *to* salary of \$44,863.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2022, to May 15, 2023; professional development

[Originally approved by IHL Board February 17, 2022]

CORRECTED: Renee M. Clary; Professor of Geosciences; *from* salary of \$89,726.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; *to* salary of \$44,863.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2022, to December 31, 2022; professional development

University of Mississippi

FROM: Likun Zhang; Assistant Professor of Physics and Astronomy; *from* salary \$73,540 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$36,770 per annum, pro rata during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022 and January 23, 2023 to May 13, 2023; professional development (Contingent on being awarded tenure by July 1.)

[Originally approved by IHL Board February 17, 2022]

TO: Likun Zhang; Assistant Professor of Physics and Astronomy; *from* salary \$73,540 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development (Contingent on being awarded tenure by July 1.)

REGULAR AGENDAS

ACADEMIC AFFAIRS

Presented by Trustee Steven Cunningham, Chair

On motion by Trustee Cunningham, seconded by Trustee Martin, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda. On motion by Trustee Cunningham, seconded by Trustee Hubbard, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #2.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

1. **SYSTEM** – Approved the request to add the following academic degree programs:
 - a. **JSU** – Master of Science (MS) in Elementary and Special Education
CIP code: 13.9999
Total credit hours: 36
Effective date: August 2022
 - b. **JSU** – Master of Social Science (MSS)
CIP code: 45.0101
Total credit hours: 30
Effective date: August 2022
 - c. **JSU** – Bachelor of Science (BS) in Public Health
CIP code: 56.2201
Total credit hours: 122
Effective date: August 2022
 - d. **UM** – Master of Science (MS) in Dietary Supplement and Medical Cannabis
CIP code: 51.2005
Total credit hours: 30
Effective date: January 2023
 - e. **USM** – Bachelor of Applied Science (BAS) in Cybersecurity
CIP code: 11.1003
Total credit hours: 120
Effective date: August 2022
2. **SYSTEM** – Approved the request to add the following new centers:
 - a. **JSU** – Center Title: Bob Owens Pre-Law Center
Unit Location: College of Liberal Arts
Scope: Limited Scope and Outreach
Type: Type 1 (Academic, Teaching, or Research)
Effective Date: August 2022
 - b. **USM** – Center Title: Center for Human Trafficking Research and Training (CHRT)
Unit Location: School of Social Work
Scope: Limited Scope and Outreach
Type: Type 1 (Academic, Teaching, or Research)
Effective Date: August 2022

FINANCE AGENDA

Presented by Trustee Hal Parker, Chair

On motion by Trustee Parker, seconded by Trustee McNair, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Parker, seconded by Trustee McNair, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Parker, seconded by Trustee Starr, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve items #3 and #4. Trustee Gee Ogletree recused himself from discussing

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

or voting on items #5 - #7 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Parker, seconded by Trustee McNair, with Trustee Ogletree absent and not voting and with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve items #5 - #7. Trustee Ogletree returned to the room following the discussion and vote on items #5 - #7 on the Finance Agenda. Trustee Alfred McNair recused himself from discussing or voting on item #8 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Parker, seconded by Trustee Cunningham, with Trustee McNair absent and not voting and with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #8. Trustee McNair returned to the room following the discussion and vote on item #8 on the Finance Agenda.

1. **SYSTEM** – Approved the fiscal year ending 2023 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 2022-2023 *Ayers* Budgets, Fiscal Year 2022-2023 Athletic Budgets, and Fiscal Year 2022-2023 E&G Scholarships, Fellowships & Tuition Waivers. **(See Composite Exhibit 1.)**
2. **SYSTEM** – Approved the FY 2024 proposed funding priorities as required for the 2024 Legislative Budget Request. **(See Exhibit 2.)**
3. **UMMC** – Approved the request for add funds to the Sales, License, and Service Agreement with Intuitive Surgical, Inc. (Intuitive). Under the agreement, UMMC purchased the da Vinci® Xi Dual Console Surgical System (da Vinci Xi), a piece of robotic equipment that performs precise, minimally invasive surgical procedures. The purchase included the da Vinci Xi, instrumentation, accessories, software license and documentation needed to operate the system, service and maintenance, training, and the trade in of equipment previously owned by UMMC. The Board approved the request for the institution to continue to add and remove instruments and accessories from the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is unchanged, from May 1, 2020, through five (5) years from the date of acceptance of the equipment, which was May 5, 2020. The agreement will expire May 4, 2025. The revised estimated cost over the five (5) year term is \$35,750,000. The original estimated cost for the single da Vinci Xi system was \$7,550,000. UMMC anticipates the need for an additional \$28,200,000 for the remainder of the term for the instrumentation and accessories required for both systems and increased volumes. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay for service on an annual basis. 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.
4. **UMMC** – Approved the request to enter an Organ Transplantation Agreement with Mississippi Organ Recovery Agency, Inc. (MORA) to provide organs for transplantation into UMMC patients. Organs provided by MORA include kidney, heart, liver, and pancreas. UMMC's University Transplant is the only transplant center in the State of Mississippi serving citizens in need of organ transplantation therapy. The term of the agreement is five (5) years and eight (8) days, from August 24, 2022, through August 31,

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

2027. The estimated total cost of the agreement over the five (5) year term is \$54,750,000. Organ Acquisition Charges may vary by 10% above or below the fees set forth in the agreement to ensure compliance with CMS financial standards. Fees are subject to adjustment annually upon prior written notice to UMMC. 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.

5. **JSU** – Approved the request to enter the following agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc.: 1) a Master Equity Lease Agreement for a customized fleet leasing and management services program; 2) a Maintenance Agreement for the provision of preventative maintenance services for covered fleet vehicles; and 3) a Maintenance Management and Fleet Rental Agreement that establishes specific vehicle maintenance and rental management contract terms and conditions. The agreements will enable JSU to lease 87 vehicles via Open-Ended Lease Schedules that will all receive routine preventative maintenance service. The University will phase in replacement of its current lease vehicles and will add additional vehicles to its existing fleet. The new fleet will be used for administrative, maintenance and service purposes for JSU. The term of the agreements is five (5) years, July 1, 2022 through June 30, 2027. The maximum projected cost for the five (5) year contract term is approximately \$4,176,000.00 for lease, maintenance, title, and registration expenses. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay monthly leasing fees and maintenance fees. The agreement will be funded by 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.
6. **UM** – Approved the request to enter a contract with ADT Commercial, LLC to provide annual inspection, testing, and maintenance of building fire alarm systems for 94 campus facilities on a firm fixed-price basis, with additional maintenance and repair work performed as requested on a time and materials basis. The initial term of the contract will be from July 1, 2022 to June 30, 2023. Four optional one-year terms are also part of the agreement. If all options are exercised, the contract end date is June 30, 2027. This contract is estimated at \$175,000 per annum, based on the contractor's proposed price of \$150,453 for the firm fixed-price scope of work and a conservative estimate for the time and materials work. Annual price increases based on the Consumer Price Index will be considered if requested. Using a 9% CPI for annual increases, the total over the potential five-year term is estimated at \$1,050,000. This contract will be funded using educational and general (E&G) funds for academic and administrative buildings, and auxiliary funds for athletics and auxiliary buildings. 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. **SYSTEM** – Approved the request to renew the auto liability excess insurance coverage with Genesis, a Berkshire Hathaway company. The primary auto liability policy is with Berkley Southeast Insurance Group (Berkley), which was approved by the Board at a prior meeting. The policy term will be July 1, 2022, to July 1, 2023. The premium for this excess insurance is approximately \$262,762.50 for the 2022-2023 policy. The final

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

premium amounts may fluctuate based upon the number of owned vehicles in university fleets. The universities are billed directly for their share of the premium. 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 new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 5,440 square feet of clinical space located at 8950 Lorraine Road in Gulfport, Mississippi, for use as a pediatric outpatient clinic. The term of the agreement is thirty-two (32) months, from July 1, 2022, through February 28, 2025. The total anticipated cost of the Sublease is \$488,790 over the thirty-two (32) month term. UMMC’s base rent will be \$11,260.80 per month or \$135,129.60 annually with a two and a half percent (2.5%) increase beginning in year two (2), plus an estimated \$120,500 in operating expenses over the term of the Sublease. Operating expenses were estimated based on historical cost data and adjusted upward for inflation of 5% in the second year of the Sublease. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay rent on the first day of each month. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

LEGAL AGENDA

Presented by Trustee Gee Ogletree, Chair

On motion by Trustee Ogletree, seconded by Trustee Starr, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to move item #1 to the Executive Session Agenda. Trustee Gee Ogletree recused himself from discussing or voting on items #2 - #5 on the Legal Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Martin, seconded by Trustee McNair, with Trustee Ogletree absent and not voting and Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve items #2 - #5. Trustee Gee Ogletree returned to the room following the discussion and vote on items #2 - #5 on the Legal Agenda.

1. **UM** – Settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-42841-1. **(THIS ITEM WAS MOVED TO EXECUTIVE SESSION FOR CONSIDERATION.)**
2. **UM** – Pending approval by the Attorney General, the Board approved the request to renew the contract for professional legal services with the law firm of Butler Snow LLP as outside counsel for the provision of legal services in the areas of intellectual property (including patent prosecution), commercialization, construction, business, taxation, regulatory matters, and other legal matters as assigned. This representation as provided herein does not and is not intended to include any representation by the Law Firm for or on behalf of the University as bond counsel or in any related role in connection with any financing transaction undertaken by or for the University, including any other matters which may concern advice in connection with indebtedness of the University. The contract term is one year from July 1, 2022, to June 30, 2023. The blended hourly rate will be \$295 for all attorneys (including patent work) and \$135 for all paralegals, with a maximum amount

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

- payable 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.
3. **UMMC** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Butler Snow LLP as outside counsel for the provision of legal advice and counsel on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues and commercial and general matters. The contract term is one year from July 1, 2022, to June 30, 2023. The hourly rate is \$295 for attorneys, \$195 for Healthcare Policy, Compliance and Coding Advisors, and \$95 for paralegal services with a maximum amount payable of \$900,000. This firm carries professional liability insurance coverage in the amount of \$50 million per claim with an annual aggregate of \$100 million.
 4. **USM** – Pending approval by the Attorney General, the Board approved the request to enter a contract for professional legal services with the law firm of Butler Snow LLP as outside counsel for the provision of services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters; commercial and regulatory matters; litigation, including but not limited to disputes related 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 contract term is one year from July 1, 2022, to June 30, 2023. The hourly rates are \$295 for all attorneys and \$135 for paralegal services with a maximum amount payable of \$200,000. This firm carries professional liability insurance coverage in the amount of \$50 million per claim with an annual aggregate of \$100 million.
 5. **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 per month) and reimbursement of reasonable expenses. The fee will be paid with self-generated funds. The term of the agreement is one year from July 1, 2022, through June 30, 2023. The Attorney General’s Office has reviewed the agreement and found same to be compliant with applicable law and Board policy. In accordance with Board Policy 201.0506 Political Activity, Butler Snow’s client list and proposed agreement are included in the bound *June 16, 2022 Board Working File*.

INFORMATION AGENDAS

Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS

1. **SYSTEM** – Intent to offer the following existing degree programs by distance learning.
 - a. **JSU** – Bachelor of Arts (BA) in History
Total credit hours: 124
CIP Code, Sequence: 54.0101, 5159
Cost to offer by distance learning: \$0
Effective date: August 2022

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

- b. **UM** – Bachelor of Business Administration (BBA) in General Business
Total credit hours: 120
CIP Code, Sequence: 52.0101, 5853
Cost to offer by distance learning: None
Effective date: August 2022
- c. **USM** – Bachelor of Interdisciplinary Studies (BIS) in Interdisciplinary Studies
Total credit hours: 120
CIP Code, Sequence: 30.9999, 5752
Cost to offer by distance learning: Off-set by online course fee of \$20 per credit hour
Effective date: August 2022
- d. **USM** – Bachelor of Science (BS) in Computer Science (emphasis in Applied Computer Science)
Total credit hours: 124
CIP Code, Sequence: 11.0101, 5552
Cost to offer by distance learning: Off-set by online course fee of \$20 per credit hour
Effective date: August 2022
- e. **USM** – Graduate Certificate in Nonprofit Studies
Total credit hours: 15
CIP Code, Sequence: 30.9999, 8051
Cost to offer by distance learning: Off-set by online course fee of \$20 per credit hour
Effective date: August 2022
- f. **USM** – Master of Science (MS) in Public Relations
Total credit hours: 30
CIP Code, Sequence: 9.0902, 4327
Cost to offer by distance learning: Off-set by online course fee of \$20 per credit hour
Effective date: August 2022

REAL ESTATE

- 2. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the May 19, 2022 Board meeting in accordance with Board Policy 904 Board Approval. **(See Exhibit 3.)**

LEGAL

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

ADMINISTRATION/POLICY

- 4. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for review at the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

- 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 May 5, 2022, Commissioner Alfred Rankins, Jr. approved the budget revisions to the FY 2022 *Ayers* academic programs after conducting a review. It appears that these revisions were necessary to align 2022 budgets to individual program needs over the remaining months of the year. Per IHL *Ayers* administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The 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 May 16, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between Mississippi State University and the Bulldog Club, Inc. for the construction of premium seating terraces in the west upper deck of Davis Wade Stadium. Effective upon the Bulldog Club’s written notice of intent to proceed, the Bulldog Club will lease property described in Attachment A of the Lease Agreement for a 24-month period or until the completion of the renovation and construction improvements, whichever occurs first. Consideration for the lease will be the Bulldog Club’s provision of all construction of improvements at no cost or other expense to the university and with all improvements to and on the premises being owned “free and clear” by the university upon the termination of the lease. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with 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 May 16, 2022, Commissioner Alfred Rankins, Jr., approved a Farm Lease between Mississippi Agriculture and Forestry Station (MAFES) /Mississippi State University and Prevost Farms, LLC for use of 79.5 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 through no later than October 31, 2023 at a cost of \$47.50 per acre annually due on November 1 of each year. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.
- d. **MVSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 5, 2022, Commissioner Alfred Rankins, Jr. approved the budget revisions to the FY 2022 *Ayers* academic programs after conducting a review. It appears that these revisions were necessary

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

to align 2022 budgets to individual program needs over the remaining months of the year. Per IHL *Ayers* administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. Two of the requested revisions do not 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.

- e. **UM** – 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 May 9, 2022, Commissioner Alfred Rankins, Jr. approved the University of Mississippi’s Parking and Traffic Rules and Regulations for the 2022 – 2023 school year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.
- f. **UM** – On May 16, 2022, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Mississippi and Tullos Land & Timber, LP for a condominium located at 1100 Augusta Drive, Unit 702 in Oxford, MS for use by the university. The term of the lease is one year beginning June 1, 2022 with the option for three annual renewals. Rent is \$2,600 per month and is due in advance on or before the first of each month. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.
- g. **UM** – On May 20, 2022, Commissioner Alfred Rankins, Jr., approved the Utility Easement for Water Lines, Water Supply Well, Ingress and Egress and Temporary Construction between the University of Mississippi and City of Oxford for the installation of water lines and a water supply well. The Attorney General’s Office has reviewed the Easement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.
- h. **UM** – On May 20, 2022, Commissioner Alfred Rankins, Jr., approved the Lease Addendum between the University of Mississippi and the Phi Kappa Tau House Corporation. The original 50-year lease between the University and Fraternity was effective on April 1, 2002. It does not currently expressly allow non-fraternity members to reside in the house. Due to room vacancies in the house, the Fraternity seeks to allow up to 14 student non-members to reside in the house during the Fall 2022 semester. The addendum will allow such occupancy and be effective from August 15, 2022 to December 10, 2022. The House Corporation and Fraternity will be responsible for the actions of these non-members to the same extent they

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

are responsible for the actions of their members. The Attorney General's Office has reviewed the Addendum and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.

- i. **UMMC** – On May 23, 2022, Commissioner Alfred Rankins, Jr., approved the Medical Office Building Lease (sublease) between the University of Mississippi Medical Center and Memorial Hospital at Gulfport to sublease approximately 2, 229 square feet of clinical space for use as a pediatric outpatient clinic. The term of the lease is one year beginning June 1, 2022 and ending May 31, 2023 at a cost of \$4,287.11 per month with the first installment being due in advance on the lease start date. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.
- j. **UMMC** – On May 23, 2022, 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 as the venue for its 2022 commencement ceremony. The term of the Lease is three days beginning May 25, 2022 and ending May 27, 2022, at a one-time estimated total cost of \$15,000. UMMC will also make prepayment of the rental fee and expenses, as set out in paragraphs 3 and 4 of the agreement. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.

**HEALTH AFFAIRS
COMMITTEE REPORT**

Wednesday, June 15, 2022

Committee members participated in the meeting in person or via Zoom. The meeting was called to order by Chairman Walt Starr at approximately 3:00 p.m. The following items were discussed.

1. The Committee discussed the monthly financial summary/strategic goal dashboard and the FY 2022-23 budget status, and received a written quality report. **No action was taken.**
2. Executive Session

On motion by Trustee McNair, with Trustees Cummings, Cunningham, and Ogletree absent and not voting and with Trustees McNair and Rader participating via Zoom, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Morgan, seconded by Trustee Luckey, with Trustees Cummings, Cunningham, and Ogletree absent and not voting and with Trustee Rader participating via Zoom, all Committee members legally present and participating voted unanimously **to enter**

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

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 Martin, seconded by Trustee Starr, with Trustees Cummings, Cunningham, and Parker absent and not voting and Trustee Rader participating via Zoom, all Committee members legally present and participating voted unanimously to return to open session.

3. On motion by Trustee McNair, seconded by Trustee Luckey, with Trustees Cummings, Cunningham, and Parker absent and not voting and Trustee Rader participating via Zoom, all Committee members legally present and participating voted unanimously to adjourn.

The following Committee members were present: Dr. Walt Starr (Chair), Mr. Tom Duff, Ms. Teresa Hubbard, Ms. Jeanne Luckey, Mr. Bruce Martin, Dr. Alfred McNair (via Zoom & in person), Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Mr. Gregg Rader (via Zoom). Dr. Steven Cunningham and Dr. Ormella Cummings were absent.

ANNOUNCEMENTS

- President Duff invited the university presidents to report on current activities on their campuses.
- President Duff announced the July Board meeting remains subject to call. The next meeting is scheduled for August 18, 2022.

EXECUTIVE SESSION

On motion by Trustee McNair, seconded by Trustee Cunningham, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Cummings, seconded by Trustee McNair, with Trustee Rader participating via Zoom, 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 litigation matter at the University of Mississippi,
Discussion of two personnel matters at Delta State University,
Discussion of two personnel matters at the University of Southern Mississippi,
Discussion of one personnel matter at the University of Mississippi,
Discussion of one personnel matter at Mississippi State University,
Discussion of one personnel matter at Jackson State University,
Discussion of one personnel matter at Mississippi Valley State University,
Discussion of one personnel matter at Alcorn State University, and

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

Discussion of one personnel matter at the Mississippi University for Women.

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

On motion by Trustee McNair, seconded by Trustee Morgan, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers' Compensation Claim No. 55-42841-1 styled as *Latisha Stewart vs. the University of Mississippi, et al.*, as recommended by counsel.

On motion by Trustee Hubbard, seconded by Trustee Luckey, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously that the Board's employment contract with Mr. William LaForge, President of Delta State University, be terminated for the Board's convenience effective at the conclusion of June 30, 2022.

On motion by Trustee Hubbard, seconded by Trustee Luckey, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to employ Dr. E. E. "Butch" Caston as interim president of Delta State University, contingent upon receipt of a clean background check report, at a state salary of \$300,000 per year pro rata, effective July 1, 2022 and that Dr. Caston be given an employment contract as interim president on a month-to-month basis.

On motion by Trustee Ogletree, seconded by Trustee McNair, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously that the Board's employment contract with Dr. Rodney Bennett, President of the University of Southern Mississippi, be terminated for the Board's convenience effective end of day July 15, 2022.

On motion by Trustee Ogletree, seconded by Trustee Hubbard, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve the following:

1. The employment of Dr. Joe Paul as the interim president of the University of Southern Mississippi at an annual state salary of \$450,000, pro rata, effective July 16, 2022, and that he be given a 7-month employment contract,
2. That if there is still no permanent institutional executive officer at the University of Southern Mississippi at the end of the 7-month contract period, Dr. Paul's employment contract will then be on a month-to-month basis, and
3. That Dr. Paul's employment contract contains a provision that states that when a permanent institutional executive officer is hired at the University of Southern Mississippi, the Board may unilaterally change Dr. Paul's title and duties, as well as his state salary, such salary to be commensurate with his new duties assigned at the time.

On motion by Trustee Luckey, seconded by Trustee Morgan, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve the following:

1. That Dr. Glenn Boyce, Chancellor of the University of Mississippi, be given a new employment contract with a start date of July 1, 2022, and an ending date of June 30, 2026,

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

to include a state salary of \$450,000 per year and a University of Mississippi Foundation salary supplement of \$400,000 per year, each to be paid pro rata.

2. In light of the Board's desire to retain Dr. Boyce as Chancellor of the University of Mississippi, that such new employment contract include a provision which provides that if Dr. Boyce remains employed as Chancellor through the conclusion of the first two years of his new 4-year contract (through June 30, 2024), Dr. Boyce is to then be paid an amount as additional retention pay, such amount to be determined by the University of Mississippi Foundation, up to a maximum amount of \$400,000, and that the retention payment will be provided in full by the University of Mississippi Foundation to the University of Mississippi, and then to Dr. Boyce after June 30, 2024.
3. That such new employment contract will include a provision which provides that if Dr. Boyce remains employed as Chancellor through the ending date of his new 4-year contract (through June 30, 2026), Dr. Boyce is to then be paid an amount as additional retention pay, such amount to be determined by the University of Mississippi Foundation, up to a maximum amount of \$400,000, and that such retention payment will be provided in full by the University of Mississippi Foundation to the University of Mississippi, and then to Dr. Boyce after June 30, 2026.
4. That the University of Mississippi be required to report to the Board of Trustees the full amount of all retention payments paid to Dr. Boyce within 30 days of any such payment being made to Dr. Boyce.

On motion by Trustee McNair, seconded by Trustee Martin, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve the following:

1. To amend the employment contract of Dr. Mark Keenum, President of Mississippi State University, to reflect a new annual state salary in the amount of \$450,000 and a foundation salary supplement in the amount of \$400,000 annually, all effective July 1, 2022,
2. To amend the employment contract of Mr. Thomas Hudson, President of Jackson State University, to reflect a new annual state salary in the amount of \$450,000 and a foundation salary supplement in the amount of \$5,000 annually effective July 1, 2022,
3. To amend the employment contract for Dr. Jerryl Briggs, President of Mississippi Valley State University, to reflect a new annual state salary in the amount of \$300,000 and a foundation salary supplement in the amount of \$5,000 annually effective July 1, 2022,
4. To amend the employment contract of Dr. Felecia Nave, President of Alcorn State University, to reflect a new annual state salary in the amount of \$300,000 and a foundation salary supplement in the amount of \$5,000 annually effective July 1, 2022, and
5. To amend the employment contract of Mrs. Nora Miller, President of the Mississippi University for Women, to reflect a new annual state salary in the amount of \$300,000 and a foundation salary supplement in the amount of \$5,000 annually effective July 1, 2022.

On motion by Trustee Cunningham, seconded by Trustee McNair, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to return to Open Session.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

IHL Board Policy 201.0509 Institutional Executive Officer/Commissioner of Higher Education Search Process, subsection B. Board Search Committee provides that the President of the Board shall appoint a committee of Board members to manage the search for an institutional executive officer. On motion by Trustee Ogletree, seconded by Trustee Cunningham, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to approve the appointment of the following trustees to serve on the search committee for the eleventh President of the University of Southern Mississippi.

1. Tommy Duff, Co-Chair
2. Gee Ogletree, Co-Chair
3. Jeanne Luckey
4. Dr. Alfred McNair, Jr.
5. Dr. Steven Cunningham

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Cunningham, seconded by Trustee Martin, with Trustee Rader participating via Zoom, all Trustees legally present and participating voted unanimously to adjourn the meeting.

President, Board of Trustees of State Institutions of Higher Learning

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
June 16, 2022**

EXHIBITS

- Composite
Exhibit 1 Fiscal year ending 2023 Operating Budgets for the system.
- Exhibit 2 FY 2024 proposed funding priorities for the 2024 Legislative Budget Request.
- Exhibit 3 Real Estate items that were approved by the IHL Board staff subsequent to the May 19, 2022 Board meeting.
- Exhibit 4 Report of the payment of legal fees to outside counsel.

COMPOSITE EXHIBIT 1



Total Operating Budget FY 2023

	Appropriation	Self Generated	Budget	Percent Appropriation
Education & General	\$ 411,820,864	\$ 935,993,889	\$ 1,347,814,753	30.55%
Capital Funds	176,124,895	-	176,124,895	100.00%
Total E&G	587,945,759	935,993,889	1,523,939,648	38.58%
UMMC (1)	190,606,038	1,688,872,208	1,879,478,246	10.14%
UMMC Capital	55,000,000	-	55,000,000	100.00%
Total UMMC	245,606,038	1,688,872,208	1,934,478,246	12.70%
Agricultural	89,154,391	55,146,691	144,301,082	61.78%
Student Financial Aid (2)	53,631,667	6,500,000	60,131,667	89.19%
Subsidiary	42,387,533	28,817,942	71,205,475	59.53%
Restricted	-	1,014,060,336	1,014,060,336	0.00%
Ayers	1,615,903	3,050,128	4,666,031	34.63%
Auxiliary	-	491,657,325	491,657,325	0.00%
Total Budget	\$ 1,020,341,291	\$ 4,224,098,519	\$ 5,244,439,810	19.46%

(1) Includes reappropriated funds.

(2) Non-IHL budget.

COMPOSITE EXHIBIT 1



Total Operating Budget Original FY 2022 Compared to FY 2023

Budget	FY 2022	FY 2023	Change	Change
Education & General	1,270,385,278	1,347,814,753	\$77,429,475	6.09%
Capital Funds	13,239,631	176,124,895	162,885,264	1230.29%
Total E&G	1,283,624,909	1,523,939,648	240,314,739	18.72%
UMMC	1,817,688,437	1,879,478,246	61,789,809	3.40%
UMMC Capital		55,000,000	55,000,000	100.00%
Total UMMC	1,817,688,437	1,934,478,246	116,789,809	6.43%
Agricultural	139,505,395	144,301,082	4,795,687	3.44%
Student Financial Aid	50,443,957	60,131,667	9,687,710	19.20%
Subsidiary	66,743,129	71,205,475	4,462,346	6.69%
Restricted	1,062,263,491	1,014,060,336	-48,203,155	-4.54%
Ayers	12,296,446	4,666,031	-7,630,415	-62.05%
Auxiliary	450,789,876	491,657,325	40,867,449	9.07%
Total Budget	\$4,883,355,640	\$5,244,439,810	\$361,084,170	7.39%

COMPOSITE EXHIBIT 1



Education & General Operating Budget (Excludes Ayers Funds) FY 2022 and FY 2023

Institution	FY 2022	FY 2023	Change	Percent Change
ASU	\$53,861,146	\$57,794,033	\$3,932,887	7.30%
DSU	50,071,960	51,583,115	1,511,155	3.02%
JSU	93,303,647	98,733,172	5,429,525	5.82%
MSU	397,978,816	416,038,170	18,059,354	4.54%
MUW	38,225,349	39,968,909	1,743,560	4.56%
MVSU	30,460,368	32,694,832	2,234,464	7.34%
UM	396,899,598	428,737,965	31,838,367	8.02%
USM	209,354,504	221,464,557	12,110,053	5.78%
Total	\$1,270,155,388	\$1,347,014,753	\$76,859,365	6.05%

Note: Excludes Capital Expense Funds and ARPA Act Funds.

COMPOSITE EXHIBIT 1



Education and General Functional Budget Change in FY 2022 Original Budget to FY 2023

Functional Area	FY 2022	FY 2023	Dollar Change	Percent Change
Instruction	\$505,878,303	\$502,764,254	(\$3,114,049)	-0.62%
Research	33,219,930	64,143,823	30,923,893	93.09%
Public Service	5,710,564	6,334,207	623,643	10.92%
Academic Support	120,293,939	126,885,756	6,591,817	5.48%
Student Services	77,379,594	88,219,347	10,839,753	14.01%
Institutional Support	142,231,649	155,749,355	13,517,706	9.50%
Operations & Maintenance	125,393,044	135,415,846	10,022,802	7.99%
Scholarships	256,114,024	263,592,824	7,478,800	2.92%
Transfers	3,934,341	3,909,341	-25,000	-0.64%
Total	\$1,270,155,388	\$1,347,014,753	\$76,859,365	6.05%

Note: Excludes Capital Expense Funds and ARPA Funds.

June 16, 2022

Finance Agenda

COMPOSITE EXHIBIT 1



Education and General Major Object Category Budget Change in FY 2022 Original Budget to FY 2023

Category	FY 2022	FY 2023	Dollar Change	Percent Change
Personnel	\$825,537,450	\$883,175,569	\$57,638,119	6.98%
Travel	8,324,209	8,804,631	480,422	5.77%
Contractual	383,583,229	395,033,819	11,450,590	2.99%
Commodities	19,465,674	19,238,399	-227,275	-1.17%
Capital	15,838,169	18,159,250	2,321,081	14.65%
Other	17,406,657	22,603,084	5,196,427	29.85%
Total	\$1,270,155,388	\$1,347,014,753	\$76,859,365	6.05%

Note: Excludes Capital Expense Funds and APRA Funds.

June 16, 2022

Finance Agenda

COMPOSITE EXHIBIT 1



University of Mississippi Medical Center Operating Budget FY 2022 Compared to FY 2023

Budget	FY 2022	FY 2023	Dollar Change	Percent Change
School of Dentistry	\$17,949,353	\$25,491,293	\$ 7,541,940	42.02%
School of Health Related Professions	8,505,605	14,549,777	6,044,172	71.06%
School of Medicine	181,225,287	237,776,838	56,551,551	31.21%
School of Population Health	6,704,527	8,035,478	1,330,951	19.85%
School of Nursing	14,124,540	19,877,581	5,753,041	40.73%
Service Area	187,442,411	78,345,682	-109,096,729	-58.20%
University Hospital	1,401,736,714	1,495,401,597	93,664,883	6.68%
ARPA Funds - Nursing	-	55,000,000	55,000,000	100.00%
Total Budget	\$1,817,688,437	\$1,934,478,246	\$116,789,809	6.43%

Note: Auxiliary budget and restricted budget aggregated in the system presentation.
June 16, 2022 Finance Agenda

COMPOSITE EXHIBIT 1



Subsidiary Units (includes Executive Office, University Press & Student Financial Aid) Change in Total Operating Budget FY 2022 to FY 2023

Budget	FY 2022	FY 2023	Change	Change	Appropriation
Urban Research Center	\$506,111	\$521,816	\$15,705	3.10%	100.00%
Center for Advanced Vehicular Systems	4,623,419	\$4,671,540	\$48,121	1.04%	100.00%
State Chemical Laboratory	2,251,905	\$2,356,537	\$104,632	4.65%	78.64%
Water Resources Research Institute	351,676	\$351,676	\$0	0.00%	100.00%
Stennis Institute	741,318	\$758,384	\$17,066	2.30%	100.00%
Alcohol Safety Education Program (Special Funds)	1,816,761	\$1,856,286	\$39,525	2.18%	0.00%
Law Research Institute	818,324	\$861,178	\$42,854	5.24%	100.00%
Mineral Resources Institute	342,489	\$355,037	\$12,548	3.66%	100.00%
Research Institute of Pharmaceutical Sciences	3,416,812	\$3,755,929	\$339,117	9.92%	100.00%
Supercomputer	630,650	\$644,348	\$13,698	2.17%	100.00%
Small Business Center	312,113	\$350,215	\$38,102	12.21%	87.86%
Center for Manufacturing Excellence	2,885,579	\$3,069,737	\$184,158	6.38%	100.00%
State Court Education Program	2,219,022	\$2,082,974	(\$136,048)	-6.13%	100.00%
Mississippi Polymer Institute	667,563	\$865,161	\$197,598	29.60%	100.00%
Gulf Coast Research Laboratory	9,880,296	\$10,263,838	\$383,542	3.88%	81.48%
Stennis Center	345,515	\$352,716	\$7,201	2.08%	100.00%
Executive Office	27,351,805	\$38,088,103	\$10,736,298	39.25%	35.64%
Student Financial Aid	50,443,957	\$60,131,667	\$9,687,710	19.20%	89.19%
University Press	2,886,795	\$3,342,501	\$455,706	15.79%	0.00%

June 16, 2022

Finance Agenda

Exhibit 2



FY 2024 Legislative Funding Priorities

Request Based on 3rd Year of 6-Year Plan to Reach SREB Median Salaries

Budget	FY 2023	FY 2024	Requested Increase	Percent Increase
Campuses	\$411,820,864	\$497,515,843	\$85,694,979	20.81%
Nursing Faculty	-	5,000,000	5,000,000	100.00%
Mental Health Assistance	-	2,500,000	2,500,000	100.00%
Capital Funds	74,143,000	75,000,000	\$857,000	1.16%
Total E&G Request	485,963,864	580,015,843	\$94,051,979	19.35%
UMMC	186,924,508	201,424,508	14,500,000	7.76%
UMMC Capital Funds	3,681,530	14,181,530	10,500,000	285.21%
Total UMMC	190,606,038	215,606,038	25,000,000	13.12%
SFA (1)	53,631,667	53,631,667	-	0.00%
Subsidiaries	37,208,286	40,418,485	3,210,199	8.63%
Agriculture	89,154,391	105,200,295	16,045,904	18.00%
Ayers (2)	1,615,903	1,615,903	-	0.00%
ARPA Funds				
Eligible Capital Projects	25,000,000	175,000,000	150,000,000	600.00%
Forgivable Nursing Loan	6,000,000	6,000,000	-	0.00%
School of Nursing UMMC	55,000,000	-	(55,000,000)	-100.00%
Total Request	\$944,180,149	\$1,177,488,231	\$233,308,082	24.71%

(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 16, 2022

Finance Agenda

EXHIBIT 3

June 16, 2022

SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE MAY 19, 2022 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.

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.

MISSISSIPPI STATE UNIVERSITY

1. MSU- IHL 205-297 – BUTLER HALL MECHANICAL, ADA IMPROVEMENTS AND EXTERIOR WINDOW REPLACEMENT

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$84,034.81 and one hundred fifty-seven (157) additional days to the contract of Brislin, Inc.

Approval Status & Date: APPROVED, May 19, 2022

Change Order Description: Change Order #4 includes the following items: relocated existing power receptacles to the outside of new mechanical closets; modified finishes (paint & flooring); fire sprinkler aesthetic changes performed; relocated existing conduit in crawl space conflicting with new ductwork; modified finishes (paint & floor); provided structural steel reinforcement at windows where existing underlying structural issues were discovered; provided credit for test & balance allowance; and one hundred fifty-seven days to the contract.

Change Order Justification: These changes were due to latent job site conditions; user/owner requested modifications and days for work as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$424,930.09.

Project Initiation Date: December 5, 2019

Design Professional: Cooke Douglas Farr Lemons Architects & Engineers

General Contractor: Brislin, Inc.

Total Project Budget: \$4,643,800.00

2. MSU- IHL 205-311 – TRANSPORTATION ALTERNATIVES PROJECT COLLEGEVIEW CONNECTOR

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Neel Schaffer, Engineers and Planners, Inc.

EXHIBIT 3

June 16, 2022

Approval Status & Date: APPROVED, May 19, 2022

Project Initiation Date: May 20, 2021

Design Professional: Neel Schaffer, Engineers and Planners, Inc.

General Contractor: TBD

Total Project Budget: \$2,000,000.00

3. **MSU- IHL 205-321 – SUMMER PAVING 2022**

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 10, 2022 to approve a budget increase from \$1,200,000.00 to \$2,000,000.00 for an increase of \$800,000.00 for the Summer Paving 2022 project.

Interim Approval Status & Date: APPROVED, April 10, 2022

Approval Request #2: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,710,231.79 to the apparent low bidder, Gregory Companies LLC.

Approval Status & Date: APPROVED, May 19, 2022

Project Initiation Date: May 19, 2022

Design Professional: Neel-Schaffer, Engineers and Planners, Inc.

General Contractor: Gregory Companies LLC

Total Project Budget: \$2,000,000.00

4. **MSU- IHL 405-004 – HIGH PERFORMANCE COMPUTING AND DATA CENTER**

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Dale Partners.

Approval Status & Date: APPROVED, May 31, 2022

Project Initiation Date: October 19, 2020

Design Professional: Dale Partners

General Contractor: TBD

Total Project Budget: \$38,000,000.00

5. **MSU- IHL 413-002 – FOREST & WILDLIFE FACILITIES**

Approval Request #1: Change Order #4

Board staff approved Change Order #1 in the amount of \$49,629.42 and one hundred seventy-two (172) additional days to the contract of West Brothers Construction, Inc.

Approval Status & Date: APPROVED, May 19, 2022

Change Order Description: Change Order #1 includes the following items: provided an access control for an added door; added a knock box; added gutters and downspouts at the aviary; added an alternate three road; added wood framing in the corridor and cells; added wood framing in a corridor; sitework done for medical mixing drainage; added an aviary camera rough in for cells; credit for building plaque; revision to greenhouse plumbing; gravel added to the trailer parking area; additional access controls and communication raceways; and one hundred seventy-two (172) days to the contract.

EXHIBIT 3

June 16, 2022

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; latent job site conditions; one hundred forty-one weather related delay days; 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 \$49,629.42.

Project Initiation Date: March 1, 2019

Design Professional: Shafer-Zahner Zahner

General Contractor: West Brothers Construction, Inc.

Total Project Budget: \$5,172,500.00

UNIVERSITY OF MISSISSIPPI

6. UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG A – SITE IMPROVEMENTS

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the credit amount of \$8,093.75 and thirty-seven (37) additional days to the contract of Shaw Services, LLC.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #2 includes the following items: added an additional storm drain riser; deducted unused rock allowance; and thirty-seven (37) days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; twenty-seven (27) weather related delays; 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 \$3,863.91.

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: Shaw Services, LLC

Total Phased Budget: \$327,524.86

Total Project Budget: \$3,700,000.00

7. UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG B – STRUCTURAL CONCRETE

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$2,685.00 and forty-one (41) additional days to the contract of W&W Construction, Inc.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following items: deduct for landscape beds in lieu of concrete; demolished and replaced a concrete sidewalk; and forty-one (41) days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; twenty-seven (27) weather related delay days; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

EXHIBIT 3

June 16, 2022

Total Project Change Orders and Amount: One (1) change order for a total amount of \$2,685.00.

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: Shaw Services, LLC

Total Phased Budget: \$184,627.67

Total Project Budget: \$3,700,000.00

8. **UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG C – MASONRY**

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$0.00 and forty-one (41) additional days to the contract of Hollis Masonry, Inc.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following item: forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delay days; four (4) scope delay days; and ten (10) material delay days; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$0.00.

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: Shaw Services, LLC

Total Phased Budget: \$225,642.88

Total Project Budget: \$3,700,000.00

9. **UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG D – ROOFING**

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$0.00 and forty-one (41) additional days to the contract of Graham Roofing, Inc.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following item: add additional forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delays; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$0.00.

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: Graham Roofing, Inc.

Total Phased Budget: \$152,788.93

Total Project Budget: \$3,700,000.00

EXHIBIT 3

June 16, 2022

10. UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG E – DRYWALL AND PAINT

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$0.00 and forty-one (41) additional days to the contract of F. L. Crane and Sons.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following item: forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delay days; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$0.00.

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: F. L. Crane and Sons

Total Phased Budget: \$515,763.53

Total Project Budget: \$3,700,000.00

11. UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG F – GENERAL WORKS

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$4,221.00 and forty-one (41) additional days to the contract of McCarty King.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following items: add angle iron to extend the brick around the high wall; deduct for access control at the apparel storage area; add lettering for the building name change; add additional lettering to add “Jerry Hollingsworth” name to the building; and forty-one (41) days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; twenty-seven (27) weather related delay days; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$6,231.00.

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: McCarty King

Total Phased Budget: \$90,352.78

Total Project Budget: \$3,700,000.00

EXHIBIT 3

June 16, 2022

12. UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG G – FLOORING

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$278.40 and forty-one (41) additional days to the contract of Craft Croswell, LLC.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following items: added additional carpet flooring for the recovery storage area; and forty-one (41) days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; twenty-seven (27) weather related delay days; four (4) scope delay days; and ten (10) material delay days.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$278.40.

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: Craft Croswell, LLC

Total Phased Budget: \$95,870.11

Total Project Budget: \$3,700,000.00

13. UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG H – FIRE PROTECTION

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$0.00 and forty-one (41) additional days to the contract of Fireline, Inc.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following item: added forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delay days; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$0.00.

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: Fireline, Inc.

Total Phased Budget: \$46,513.73

Total Project Budget: \$3,700,000.00

14. UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG I – MECHANICAL AND PLUMBING

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$2,216.76 and forty-one (41) additional days to the contract of Upchurch Plumbing.

Approval Status & Date: APPROVED, May 31, 2022

EXHIBIT 3

June 16, 2022

Change Order Description: Change Order #3 includes the following items: removed external portion of the dryer exhaust duct and salvage damper and screen; installed a new exhaust hood; and forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delay days; four (4) scope delay days; and ten (10) material delay days.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$4,716.44.

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: Upchurch Plumbing

Total Phased Budget: \$95,870.11

Total Project Budget: \$3,700,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

15. USM- GS 108-293 – MONTAGUE PARKING IMPROVEMENTS

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$0.00 and one hundred seventy-one (171) additional days to the contract of Warren paving, Inc.

Approval Status & Date: APPROVED, June 2, 2022

Change Order Description: Change Order #2 includes the following item: one hundred seventy-one (171) days to the contract.

Change Order Justification: These changes were due to one hundred twenty-eight (128) weather related delay days; and forty-three (43) days for delay from utility relocation.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$140,777.16.

Project Initiation Date: August 15, 2019

Design Professional: Neel-Schaffer, Inc.

General Contractor: Warren Paving, Inc.

Total Project Budget: \$2,621,023.45

EXHIBIT 4

June 16, 2022

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 Brunini, PLLC (statement dated 5/13/22) from the funds of Mississippi State University. (This statement, in the amount of \$1,950.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 1,950.00

Payment of legal fees for professional services rendered by Butler Snow LLP (statement dated 5/20/22) from the funds of Mississippi State University. (This statement, in the amount of \$3,935.61, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 3,935.61

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 5/1/22 and 5/1/22) from the funds of Mississippi State University. (These statements, in the amounts of \$2,500.00 and \$543.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 3,043.00

Payment of legal fees for professional services rendered by The Winfield Law Firm, P.A. (statement dated 4/28/22) from the funds of Mississippi State University. (This statement, in the amount of \$4,469.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 4,469.50

Payment of legal fees for professional services rendered by Brunini (statement dated 5/13/22) from the funds of the University of Mississippi. (This statement, in the amount of \$2,850.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 2,850.00

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 12/26/19, 1/27/20, 3/31/20, 4/7/20, 7/31/20, 9/8/20, 4/12/22 and 4/22/21) from the funds of the University of Mississippi. (These statements, in the amounts of \$1,298.00, \$3,835.00, \$1,625.93, \$59.00, \$177.00, \$1,091.50, \$442.50 and \$885.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 9,413.93

EXHIBIT 4

June 16, 2022

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 5/1/22, 5/1/22, 5/1/22, 5/1/22 and 5/1/22) from the funds of the University of Mississippi. (These statements, in the amounts of \$535.00, \$559.00, \$287.50, \$27.03 and \$57.62, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 1,466.15

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 4/8/22, 4/8/22, 4/14/22, 4/22/22, 5/12/22, 5/12/22 and 5/12/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$171.00, \$3,122.95, \$113.75, \$1,954.00, \$1,182.90, \$1,652.00 and \$6,925.19, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 15,121.79

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statement dated 2/28/22) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$19,062.73, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 19,062.73

Payment of legal fees for professional services rendered by Hagwood & Tipton, P.C. (statements dated 4/18/22 and 4/18/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$826.50 and \$330.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,156.50

Payment of legal fees for professional services rendered by Hogan Lovells, US, LLP (statements dated 9/29/21, 4/19/22 and 5/10/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$12,381.00, \$3,880.80 and \$871.20, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 17,133.00

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 4/5/22 and 4/8/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,452.00 and \$4,477.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 5,929.50

EXHIBIT 4

June 16, 2022

Payment of legal fees for professional services rendered by Page, Kruger & Holland (statement dated 4/18/22) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$16.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 16.50

Payment of legal fees for professional services rendered by Steen, Dalehite & Pace (statements dated 4/18/22 and 4/18/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$214.50 and \$231.00, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 445.50

Payment of legal fees for professional services rendered by Watkins & Eager, PLLC (statements dated 4/8/22, 4/8/22, 4/13/22, 4/13/22, 5/10/22 and 5/10/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,448.00, \$8,211.60, \$294.00, \$231.00, \$432.00 and \$2,676.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 14,292.60

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 5/11/22) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$1,014.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,014.00

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 3/8/22 and 5/10/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$2,211.00 and \$2,467.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 4,678.50

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 5/1/22, 5/1/22, 5/1/22 and 5/1/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$5,000.00, \$51.77, \$60.50 and \$5.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 5,117.27

EXHIBIT 4

June 16, 2022

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 LLP (statements dated 4/21/22 and 4/21/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Pest Reduction” - \$691.50; and IP and Regulatory Matters - \$262.50.)

TOTAL DUE.....\$ 954.00

Payment of legal fees for professional services rendered by Conley Rose (statements dated 4/6/22, 4/6/22, 4/6/22, 5/5/22, 5/5/22 and 5/5/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “System to Control and Actuator” - \$2,218.50; “Smart Outlet” - \$870.00; “Wearable Flexible Sensor Motion Capture System” - \$2,225.00; “Accessories for Raman and Luminescence Spectral Acquisitions” - \$590.00; “Systems for Delivery of Biologics” - \$1,997.50; and “Systems to Control an Actuator” - \$40.00, respectively.)

TOTAL DUE.....\$ 7,941.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 5/5/22 and 5/5/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - \$245.00; and “Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” – \$297.50.)

TOTAL DUE.....\$ 542.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 4/20/22, 4/20/22, 4/26/22, 4/26/22 and 5/4/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Fluoroalkylsilane-Modified Polystyrene-coated Metal Electrodes for Sensitive Electrochemical Detection of Oil in Water” - \$66.50; “Polymers and Co-polymers for Polymer Matrix Composites and High Yield Carbon-Carbon-Composition Structures Therefrom” - \$5,768.50; “Method for Improving Rice Nutrition via Manipulation of Starch Crystalline Structure and Nutrient Penetration Method” - \$2,400.00; “Novel Catalyst and Process for Liquid Hydrocarbon Fuel Production” - \$2,000.00; and “Compositions of Food Grade Coatings to Control Pest Infestations and Methods of Applications” - \$803.00, respectively.)

TOTAL DUE.....\$ 11,038.00

Payment of legal fees for professional services rendered by Thomas Horstemeyer, LLP (statements dated 4/29/22, 4/29/22 and 5/2/22) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Dyes, Dye-Sensitized Solar Cells and Methods of Making and Using Same” - \$1,080.55;

EXHIBIT 4

June 16, 2022

“Indolizine Dyes with Short Wavelength Infrared Absorption and Emission and Methods for Making and Using Same” - \$529.00; and “Orally Bioavailable, Brain-Penetrant Compound with Selectivity for the Cannabinoid Type 2 Receptor with Potential Use Towards Visceral Pain Management and Neurodegenerative Disorders” - \$ 1,650.00, respectively.)

TOTAL DUE.....\$ 3,259.55

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 3/28/22, 3/28/22, 3/28/22, 3/28/22 and 3/28/22) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: “2021 0012 & 2021 0013 Patents” - \$1,422.00; “Phenylphosphine Oxide Epoxy Polymer and Atomic Oxygen Stable Epoxy Polymer” - \$142.50; “Lidar for Underwater” - \$767.00; “Infrared Detection with Intrinsically Conductive” - \$278.50; and “Oral Suction Device” - \$2,650.00, respectively).

TOTAL DUE.....\$ 5,260.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
AUGUST 18, 2022**

1. **SYSTEM – MODIFICATIONS TO EXISTING ACADEMIC DEGREE PROGRAMS**

In accordance with Board policies 503 and 504, Delta State University and Mississippi State University submit requests to modify existing academic degree programs.

RENAMING

- A. **DSU** – Current Program Title: Master of Fine Arts (MFA) in Integrated Visual Arts
Proposed Program Title: **Master of Fine Arts (MFA) in Studio Art (Low-Residency)**
Academic Unit: Department of Art
CIP Code, Sequence: 50.0706, 4599
Total credit hours: 60
Effective date: Fall 2022

Reason for Request: This program was approved in 2019 to start in 2020, but several factors (changes in faculty and department administration) delayed the start. The National Association of Schools of Art and Design has recently approved the program with the name change reflected in this request.

- B. **MSU** – Current Program Title: Bachelor of Science (BS) in Biological Engineering
Proposed Program Title: **Bachelor of Science (BS) in Biosystems Engineering**
Academic Unit: Department of Agricultural and Biological Engineering
CIP Code, Sequence: 14.4501, 5222
Total credit hours: 128
Effective date: Fall 2022

Reason for Request: This degree programs prepares students for careers in which they apply engineering principles to biological systems such as in agriculture and natural resources. Renaming this degree program more clearly defines the focus and better aligns with similar programs at other land grant universities.

- C. **MSU** – Current Program Title: Master of Science (MS) in Biological Engineering
Proposed Program Title: **Master of Science (MS) in Biosystems Engineering**
Academic Unit: Department of Agricultural and Biological Engineering
CIP Code, Sequence: 14.4501, 4434
Total credit hours: 30
Effective date: Fall 2022

Reason for Request: This degree programs prepares students for careers in which they apply engineering principles to biological systems such as in agriculture and natural resources. Renaming this degree program more clearly defines the focus and better aligns with similar programs at other land grant universities.

STAFF RECOMMENDATION: Board staff recommends approval of these items.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

1. JSU – REQUEST FOR 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 2022 through August 2023.

Scope of Work: Under this agreement, Hilton will provide up to one hundred sixty (160) room nights per event dates beginning September 8, 2022 through August 5, 2023. In addition, Hilton will provide meeting rooms, complimentary rooms for program-related faculty/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 8, 2022 expiring August 5, 2023.

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;

Contract Amount: The total estimated cost of the agreement is \$266,880.00. This cost is based on the use of approximately one hundred sixty (160) room nights at a rate of \$139 per room from September 8, 2022 through August 5, 2023.

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

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Contractor Selection Process: JSU Executive PhD Program obtained quotes from the Hyatt Place at the Renaissance, the Westin Downtown, and the Hilton Jackson. JSU's Executive PhD Program determined that the Hilton Jackson offered the best quote with the most and best accommodations for meeting space, guest rooms and food and beverage availability.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

2. **MSU – REQUEST FOR APPROVAL TO ENTER INTO A LICENSE AGREEMENT WITH CAS, A DIVISION OF THE AMERICAN CHEMICAL SOCIETY**

Agenda Item Request: Approval of license agreement

Contractor's Legal Name: CAS, A division of the American Chemical Society

History of Contract: MSU had single year contracts with CAS for their SciFinder online resource from 2008- 2017. MSU then entered a three-year contract from 2017 – 2019 and another three-year contract from 2019-2022 to save annual increase costs. Both of the three-year contracts were approved by IHL. MSU is now seeking approval of a two-year contract.

Specific Type of Contract: License Agreement

Purpose: To provide access to the SciFinder-n database. SciFinder-n is a research discovery application that provides access to a comprehensive and authoritative source of references, substances, and reactions in chemistry and related sciences.

Scope of Work: CAS grants Licensee a non-perpetual, non-exclusive License to use the Product, including all content, features, functionality and modules accessible through the Product. The Product may be used by all faculty, staff, and students.

Term of Contract: July 1, 2022 – June 30, 2024

Termination Options:

- a. For Convenience. Each Party has the right to terminate this License for the sake of convenience effective at the end of a Term, provided that the Party choosing to terminate gives the other Party at least 30 days' advance written notice.
- b. MSU may cancel with thirty days' notice at the end of the fiscal year in the event funds are not appropriated by the funding authority.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

c. For breach of contract, the non-breaching party may terminate upon thirty days written notice to the breaching party.

Contract Amount: \$307,215.00

Funding Source for Contract: The contract will be funded by General Funds

Contractor Selection Process: Proprietary source

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

3. **MSU – REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH C.R. ONSRUD, INC.**

Agenda Item Request: Mississippi State University requests approval to enter into a purchase order contract with **C.R. Onsrud, Inc.** to purchase a 5 Axis Router for MSU's Advanced Composite Institute (ACI). MSU also seeks approval to prepay the vendor for a portion of the cost of the equipment.

Contractor's Legal Name: **C.R. Onsrud, Inc.**

History of Contract: This is a new purchase with C.R. Onsrud.

Specific Type of Contract: Purchase Order with associated terms and conditions.

Purpose: MSU seeks to enter into this contract to purchase equipment to allow ACI to finish tooling and composite parts.

Scope of Work: MSU will prepay the vendor for the equipment based on the following payment terms: 30% of the total cost (or \$130,001.40) at execution of the purchase order, 30% 60-days after order placement, and 30% at completion of manufacturing the equipment and a minimum of 7 days prior to shipment. The remaining 10% will be paid at the time of installation.

Term of Contract: The contract will commence upon execution of the purchase order and will end upon expiration of the vendor's warranty period.

Termination Options: Not Applicable

Contract Amount: The purchase price for the equipment is \$433,338.00

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Funding Source for Contract: MSU Office of Research and Economic Development and Appalachian Regional Commission

Contractor Selection Process: MSU received two responses to a bid for the piece of equipment being purchased. The low bidder did not meet the bid specifications. MSU received approval from the Bureau of Purchasing and Travel to award the bid to the second bidder, C.R. Onsrud.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

4. **UM – REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH CAMPUS WORKS, INC.**

Agenda Item Request: The University of Mississippi (UM) requests approval to enter into a contract with **Campus Works, Inc.** for external consulting expertise needed to assist UM with the evaluation and selection of product options surrounding the strategic business decision to upgrade or replace its existing ERP system (SAP) with the current or an alternate ERP solution. For the purposes of this contract, the term “ERP” refers to all student information (SIS), financial aid, procurement, human resources/payroll, financial and plant maintenance systems currently implemented at UM with the SAP enterprise suite of products.

Contractor’s Legal Name: **Campus Works, Inc.**

History of Contract: This will be a new contract. Similar work of this nature that required external consulting expertise on a magnitude of this scale took place in 1998 as part of UM’s business process re-engineering effort, Project DISCOVER. As a result of Project DISCOVER, SAP was selected as UM’s ERP system and was implemented in two phases. Phase 1 (1999) included the finance, procurement, human resources/payroll, and plant maintenance modules. Phase 2 (2003) included the student information system and financial aid system.

Over the past 23 years, UM has realized numerous operational efficiencies from the SAP ERP system. However, SAP has mandated that all customers upgrade to their generation ERP system, S/4HANA, by December 31, 2027, and prior to committing to such a project, UM would like to evaluate all enterprise grade ERP systems currently available for a Higher Ed institution of our size. UM wishes to now retain the services of Campus Works, Inc. to assist with defining UM’s current business requirements and desired business functionality and with evaluating the current ERP systems on the market. This evaluation process will enable UM to make the strategic decision to either upgrade the current ERP or replace it with a new/alternate ERP system.

Specific Type of Contract: This is a contract for consulting services.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Purpose: The statement of Work (Exhibit A-1) defines the mutually agreed upon objectives as part of the project, including vendor responsibilities and university responsibilities, that will allow UM to evaluate all options required to make the strategic “upgrade or replace” decision regarding its ERP system.

Scope of Work: Campus Works, Inc. will be responsible for performing an inventory of our existing SIS/ERP/HCM/FA solutions, drafting an RFP to review the vendors in the market that would be able to deliver to this need, setting up demonstrations with these vendors, assisting in the selection process and assisting in negotiation of the procurement.

Term of Contract: The Statement of Work will become effective upon signature with a start date of October 1, 2022. UM currently anticipates a completion of July 31, 2023.

Contract Amount: The total contract amount is \$499,813. This amount will be paid in installments upon the completion of each milestone as outlined on page four of Exhibit A-1.

Termination Options: This Statement of Work is governed by the terms and conditions of The Master Services Agreement (MSA) between MSDITS and Campus Works, Inc. executed on June 30, 2020. Per this MSA, UM may terminate this Statement of Work as permitted under sections 12(a) (mutual agreement), 12(b) (bankruptcy), 12(c) (other than for cause), 12(d) (for cause) and 12(e) (termination of agreement).

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

Contractor Selection Process: UM employed the “Managed Service Provider” procurement process offered from the Mississippi Department of Information Technology Services (MSDITS). After carrying out a full project review, MSDITS employed the services of Knowledge Services, Inc. to solicit proposals from prospective vendors using the Request for Proposal specifications provided by UM. UM then evaluated all proposals received. Proposals were submitted by Elire, Inc., Campus Works, Inc., and Berry Dunn. Elire, Inc. failed to submit to all of the required documents and was disqualified immediately. Berry Dunn failed to provide a detailed work plan, a requirement of the RFP. Therefore, they, too, were eliminated from further consideration. Out of a possible 100 points assigned to the evaluation criteria, Campus Works, Inc. scored 82 points and was selected for award of the contract.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

5. UM –REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH CARNEGIE DARTLET, LLC

Agenda Item Request: The University of Mississippi Division of Outreach requests approval to amend the University’s current contract with **Carnegie Dartlet, LLC** to add Statement of Work #11.

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. Statement of Work #6 and Statement of Work #7 were approved by the IHL Board in August 2021. Statement of Work #8 and Statement of Work #9 were approved by the IHL Board in February 2022. Statement of Work #10 was approved by the IHL Board in June 2022.

Specific Type of Contract: This is an amendment to the Master Service Agreement to add a new Statement of Work #11.

Purpose: This contract amendment includes Statement of Work #11 (SOW11) which will provide digital marketing services to support the university’s online graduate program enrollment and marketing strategies.

Scope of Work: SOW11 details a twelve-month strategic media plan to support institutional goals, with detailed tactical map for execution of campaign outlining month-by-month, audience-by-audience approach. It includes execution of digital paid media, in-depth reporting, insights, and analysis.

Term of Contract: The current MSA is scheduled to expire on March 22, 2025. SOW11 has a twelve-month term beginning September 2022 and ending August 2023.

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.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Contract Amount: The amount of SOW11 is \$384,740. This addition would increase the total amount of the existing Agreement to a sum not to exceed \$2,460,221.76.

Funding Source for Contract: Self-generated – UM Division of Outreach

Contractor Selection Process: The UM Office of Academic Outreach is choosing to partner with the same contractor that created and delivered the university's most recent market research and corresponding brand personality. SOW 11 outlines services and pricing that are consistent with a successful digital marketing campaign delivered by the vendor for UM under SOW6. The University has worked with this vendor extensively on brand perception and digital marketing since 2019 and has created cohesive and successful brand integrity for the institution. Online programs would like to capitalize on the work already completed by this group and add another educational component to the UM brand with the marketing of online programs available to a wider audience.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

6. UM – REQUEST FOR APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH JACKSON SPALDING, INC.

Agenda Item Request: The University of Mississippi Office of University Marketing and Communications requests approval to amend the University's current contract with Jackson Spalding, LLC., an Atlanta-based marketing communications agency.

Contractor's Legal Name: Jackson Spalding, Inc.

History of Contract: UM is currently under the original contract which was approved by the IHL Board in October of 2020.

Specific Type of Contract: This is an amendment to a contract for communications consulting services.

Purpose: The purpose of this contract is to increase the cost retainer included in the original contract to provide issues management and strategic communications counsel and services

Scope of Work: This amendment replaces language in two sections of the contract. Jackson Spalding (Agency) shall continue provide to The University of Mississippi (UM) certain issues management services as and when such services are needed. Agency and UM each acknowledge that the precise scope of the Services will evolve and depend upon facts and circumstances that are not entirely foreseeable as of the date of the Agreement. Any work and budget shall be submitted to and approved by UM prior to start of work. Email correspondence will be used to transmit and obtain this approval The initial Services are anticipated to include, but are not limited to:

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

- Issues Management and Crisis Communications Planning
- Research
- Ongoing Issues Management Communications Assistance
- Graphic Design
- Photo/Video Support
- Speaker Coaching

Term of Contract: The terms of this amendment will begin on September 1, 2022 and ending upon the expiration of the term of the agreement (October 15, 2023).

Termination Options: Either Party may provide written notice of nonrenewal at least sixty (60) days prior to the end of the then-current term. Either Party, in its sole discretion, may terminate this Agreement at any time after the first ninety (90) days of the Initial Term, without cause, by providing at least sixty (60) days' prior written notice to the other Party. This Agreement may be terminated before the expiration date of the Term on written notice:

1. by Agency, if Client fails to pay any amount when due hereunder and such failure continues for fifteen (15) days after Client's receipt of written notice of nonpayment;
2. by either Party, if the other Party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within thirty (30) days after the breaching Party's receipt of written notice of such breach; or
3. by either Party, if the other Party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

The non-affected Party may terminate this Agreement and/or any affected SOW if such failure or delay caused by or resulting from force majeure continues for a period of thirty (30) days or more, except where the circumstance beyond the Party's control is a pandemic, University closure or disruption of operations, or local, state or federal executive order, than the Party shall have the right to terminate upon written notice to the other. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of UM. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

Contract Amount: The total spend under this contract, inclusive of any and all fees and expenses specified herein, shall not exceed \$370,000.

Funding Source for Contract: Funding for this contract will be provided through educational & general funds.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Contractor Selection Process: In the fall of 2019, the Office of University Marketing and Communications solicited proposals from six agencies with crisis and issues management capabilities. Those agencies were: BGR Public Relations, The Cirlot Agency, FTI Strategic Communications, Jackson Spalding, Inc., Kith, and Strategic Marketing Group LLC. The university reviewed the proposals with an eye toward deep media expertise, proven crisis communications capabilities, and experience in higher education and intercollegiate athletics. Jackson Spalding’s proven experience with leading organizations across the Southeast and the caliber of its counsel were decisive factors in their selection. Cost was also a key consideration. Three of the agencies were representative of the rates that national agencies charge Fortune 500 clients, and we were not comfortable committing at those levels. After evaluating the firms on the merits, we concluded that Jackson Spalding offered the best combination of price, relevant experience, ability for us to manage our spend, and scale to serve the breadth of services that we needed to support the university and its leadership in this area.

The university team chose Jackson Spalding and entered into a one-year contract with the intent of using this time period to gauge fit with the university and its leadership team. The university is very pleased with the services provided and now seeks to enter into a new contract with Jackson Spalding.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

7. **UM-REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH JET SUPPORT SERVICES, INC. (APU MAINTENANCE PROGRAM)**

Agenda Item Request: The University of Mississippi (“UM”) requests approval to enter into a maintenance program contract with **Jet Support Services, Inc. (“JSSI”)** for Auxiliary Power Unit (“APU”) maintenance on a Cessna/Citation XLS aircraft (“Aircraft”) being subleased by UM.

Contractor’s Legal Name: Jet Support Services, Inc.

History of Contract: This is a new agreement.

Specific Type of Contract: This is an APU maintenance program contract for the Aircraft.

Purpose: This contract is for maintenance of the APU of the Aircraft.

Scope of Work: JSSI will provide all scheduled and necessary maintenance on the APU of the Aircraft during the term of the contract.

Term of Contract: This Agreement shall commence on the Effective Date and remain in full force and effect for 60 months.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Termination Options: UM's performance under the contract can be terminated if the Aircraft is damaged beyond economic repair or becomes unrecoverable because of theft. UM can also terminate the contract for lack of University funding. JSSI can terminate the contract for UM's falsification, misrepresentation or withholding of data, or aircraft repossession. Either party can terminate for the other party's material breach or bankruptcy or insolvency.

Contract Amount: The minimum total cost to UM of all services to be provided by JSSI during the 60 months is \$153,713.40. In the event the flight hours are greater than the minimum operating hours as determined during an annual review, JSSI shall be entitled to invoice UM for any flight hours in excess of the minimum operating hours based on the then-current hourly rate.

Funding Source for Contract: The funds will come from the Flight Department's auxiliary account.

Contractor Selection Process: The prior owner of the Aircraft had a maintenance agreement with JSSI on the Aircraft. This contractor was selected because of its familiarity with the Aircraft and the fact that the account balance under the previous owner will be transferred under the terms of the contract.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

8. **UM-REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH JET SUPPORT SERVICES, INC (ENGINE MAINTENANCE PROGRAM)**

Agenda Item Request: The University of Mississippi ("UM") requests approval to enter into a maintenance program contract with **Jet Support Services, Inc. ("JSSI")** for engine maintenance on a Cessna/Citation XLS aircraft ("Aircraft") being subleased by UM.

Contractor's Legal Name: Jet Support Services, Inc.

History of Contract: This is a new agreement.

Specific Type of Contract: This is an engine maintenance program contract for the Aircraft.

Purpose: This contract is for maintenance on the two engines of the Aircraft.

Scope of Work: JSSI will provide all scheduled and necessary maintenance on the engines of the Aircraft during the term of the contract.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Term of Contract: This Agreement shall commence on the Effective Date and remain in full force and effect for 60 months.

Termination Options: UM's performance under the contract can be terminated if the Aircraft is damaged beyond economic repair or becomes unrecoverable because of theft. UM can also terminate the contract for lack of University funding. JSSI can terminate the contract for UM's falsification, misrepresentation or withholding of data, or aircraft repossession. Either party can terminate for the other party's material breach or bankruptcy or insolvency.

Contract Amount: The minimum total cost to UM of all services to be provided by JSSI during the 60 months is \$445,770. In the event the flight hours are greater than the minimum operating hours as determined during an annual review, JSSI shall be entitled to invoice UM for any flight hours in excess of the minimum operating hours based on the then-current hourly rate. There is a \$2,500 transfer fee.

Funding Source for Contract: The funds will come from the Flight Department's auxiliary account.

Contractor Selection Process: The prior owner of the Aircraft had a maintenance agreement with JSSI on the Aircraft. This contractor was selected because of its familiarity with the Aircraft and the fact that the account balance under the previous owner will be transferred under the terms of the contract.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

9. UM-REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH PANOPTO, INC.

Agenda Item Request: The University of Mississippi Office of Information Technology requests approval to enter into a contract with **Panopto, Inc.** for a cloud-based instructional video management system.

Contractor's Legal Name: Panopto, Inc.

History of Contract: This is a new agreement.

Specific Type of Contract: This is a contract for a technology cloud service.

Purpose: The vendor will provide a comprehensive cloud-based solution to create, store, deliver, and analyze the use of video materials used in course delivery across all of UM.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Scope of Work: This service will integrate with UM’s learning management system and allow video creation, storage and analysis across all UM courses.

Term of Contract: The agreement will be in effect for three years from September 14, 2022 to September 13, 2025.

Termination Options: UM may terminate the contract upon written notice to the other party, if the other party is found to be in breach of any of its terms, if UM fails to make payment, if the other party terminates or suspends its business, if the other party is subject to bankruptcy, insolvency proceedings, direct control by a trustee or similar authority, reorganization, or liquidation.

Contract Amount: The contract amount is \$342,360.

Funding Source for Contract: This project is funded by Educational and General funds for the UM Division of Outreach ongoing efforts to improve the quality of online instruction at UM.

Contractor Selection Process: This contractor was selected in an open Request for Proposals (RFP #682) process by a committee of UM subject matter experts. The evaluation committee rated each of the three proposals received per the criteria stated in the RFP, and Panopto received the highest score. Panopto integrates seamlessly with Blackboard, which makes it easy for UM instructors and students to use. Although, Panopto is the most expensive of the three solutions, the project plan for using it does not require retraining or rolling out new software across campus.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

10. UMMC-REQUEST FOR APPROVAL TO ENTER INTO A MEDICAL OFFICE BUILDING LEASE WITH THE CENTRAL MISSISSIPPI CIVIC IMPROVEMENT ASSOCIATION, INC D/B/A JACKSON-HINDS COMPREHENSIVE HEALTH CENTER

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**

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

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 19, 2021, the Board approved the current sublease agreement with JHCHC for clinical space at the Jackson Medical Mall. The current sublease will expire September 30, 2022.

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, 2022, through September 30, 2023.

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:

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

- 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 \$451,526.40 over the one (1) year term. Base rent will be \$17.55 per square foot for 25,728 rentable square feet or \$37,627.20 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: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

11. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH CEPHEID

Agenda Item: The University of Mississippi Medical Center (UMMC) seeks to enter a Cepheid EZ Agreement with **Cepheid** for the purchase reagent kits to test for various conditions such as SARS-CoV-2, Influenza A and B (Flu), Respiratory Syncytial Virus (RSV), Clostridium difficile, Group B Streptococcus, Methicillin-resistant Staphylococcus Aureus, MTB complex, Trichomonas vaginalis, and Factor II/Factor V. These tests are used to diagnose infectious diseases as well as to aid in the diagnosis of individuals with suspected thrombophilia. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

Contractor's Legal Name: Cepheid

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

History of Contract: This is a new contract with Cepheid for the purchase of reagent kits to test for various conditions. Pursuant to the waiver approved by the Board on August 19, 2021, UMMC entered into an agreement with Cepheid on September 15, 2021, to purchase reagent kits used to perform molecular tests to identify SARS-CoV-2, the virus that causes COVID-19, RSV, and Flu. The agreement will expire on September 14, 2022.

Specific Type of Contract: This is a new Cepheid EZ Agreement.

Purpose: The purpose of the agreement is to purchase reagent kits to test for various conditions such as SARS-CoV-2, Flu, RSV, Clostridium difficile, Group B Streptococcus, Methicillin-resistant Staphylococcus Aureus, MTB complex, Trichomonas vaginalis, and Factor II/Factor V. These tests are used to diagnose infectious diseases as well as to aid in the diagnosis of individuals with suspected thrombophilia.

Scope of Work: Under the agreement, Cepheid will provide reagent kits to test for various conditions in exchange for UMMC committing to buy a certain amount of reagent kits per year.

Term of Contract: The term of the agreement is sixty (60) months, from September 15, 2022, through September 14, 2027.

Termination Options: The agreement may be terminated as follows:

- by Cepheid, 30 days after written notice, if UMMC does not place an order to correct a commitment shortfall;
- by the non-breaching party, after thirty (30) days written notice to the breaching other party, if such other party materially breaches this Agreement and fails to cure such breach within thirty (30) day notice period; and
- in the event of insufficient funds.

Contract Amount: The total estimated cost of the agreement over the sixty (60) month term is \$7,625,000. Beginning in year two (2), UMMC has included a twenty percent (20%) increase for potential patient volume changes.

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

Contractor Selection Process: The reagent kits qualify as clinical commodities under Miss Code Ann §31-7-1, which are exempted from procurement requirements under §31-7-13.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

12. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MEDICAL OFFICE BUILDING LEASE WITH SELECT SPECIALTY HOSPITAL-JACKSON, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a lease agreement with **Select Specialty Hospital – Jackson, Inc. (Select)** for 32,634 square feet for hospital and medical office building (MOB) space located at 5903 Ridgewood Road in Jackson, Mississippi, to be utilized by UMMC’s Sleep Disorder Clinic, Infusion Clinic, and Cardiology. 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 (1st) day of each month.

Contractor’s Legal Name: **Select Specialty Hospital – Jackson, Inc.**

History of Contract: On August 15, 2013, the Board approved a nine (9) year lease with Select to lease 27,340 square feet for medical office and hospital space. On October 16, 2014, the Board approved the First Amendment to the Lease Agreement to lease additional 5,183 square feet of space for UMMC’s Child Development Clinic (CDC). On January 16, 2015, the Board approved the Second Amendment to lease an additional 6,021 square feet for an outpatient infusion clinic. The current lease will expire August 31, 2022.

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

Purpose: The purpose of this agreement is to lease approximately 32,634 square feet of space from Select for use by UMMC’s Sleep Disorder Clinic, Infusion Clinic, and Cardiology.

Scope of Work: Under the lease, Select provides:

- Approximately 18,020 square feet of hospital space and 14,614 square feet of medical office building space;
- Utilities, including all heating, air conditioning, electricity, gas, sewer and water;
- Maintenance services, including plumbing, water pipes, heating, cooling and ventilating apparatus, elevator equipment, sprinkler systems, electrical and lighting fixtures and facilities;
- Janitorial services and waste disposal;
- Medical gas or oxygen in the event UMMC elects to use it;
- Security services for the premises and parking lots and parking areas during business hours;
- Parking spaces in UMMC’s pro rata share of the available spaces at the building;
- A restrictive covenant that prohibits Select from leasing space to any cardiology, cardiology group, or other entity that performs cardiology testing and services unless UMMC consents; and

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

- Tenant improvements to the MOB.

Under the terms of the lease, UMMC agrees to:

- Use the leased premises for UMMC's Sleep Disorder Clinic, Infusion Clinic and Cardiology medical offices;
- Preserve and maintain the leased premises in clean and good condition; and
- Pay for use of medical gas used by UMMC.
-

Term of Contract: The term of the agreement is five (5) years, from September 1, 2022, through August 31, 2027.

Termination Options: The lease may be terminated as follows:

- After the first anniversary of the effective date, UMMC may terminate the lease by giving twelve (12) months written notice;
- By Select, if UMMC engages in prohibited use or fails to cure violation within sixty (60) days of notice;
- By either party in the event of destruction of the premises and premises is untenantable for a period in excess of ninety (90) days;
- If the entire building or premises are taken by right of eminent domain or conveyed in lieu thereof, the lease shall be terminated as of the date of condemnation;
- In the event of changes in government regulations or third party reimbursement policies, which reduce the amount receivable by Select for operation of the hospital in the hospital due to UMMC's lease space, the lease may be terminated upon ninety (90) days written notice.
- By UMMC immediately upon breach of any of the following ongoing representations and warranties that it, its officers, directors and employees:
 - are 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 program; and
 - are not, not have been included in the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
 - are not under investigation or otherwise aware of any circumstances which may result in the party being excluded from participating in the Federal Healthcare Programs or any state healthcare programs;
 - if Select receives patients' personal health information and fails to implement safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected;

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

- By either party in the event of an adverse change in law and the parties fail to agree upon modified terms within ninety (90) days;
- By Select in the event that UMMC commits an act of default under the lease by giving UMMC thirty (30) days' prior written notice; and
- In the event of any reduction in available funds to UMMC, the contract may be canceled without further obligation on the part of UMMC.

Contract Amount: The total anticipated cost of the lease is \$6,187,000 over the five (5) year term. UMMC's base rent will be \$87,244.31 per month or \$1,046,931.80 per year with an increase beginning in year two (2) based on the Consumer Price Index (CPI), plus an additional \$394,394.15 for costs related to improvements and medical gasses.

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

Contractor Selection Process: UMMC has leased space from Select since 2013. The premises provide adequate space for UMMC clinics and operations and is easily accessible to UMMC patients.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff approval of this item is pending.

13. UMMC – REQUEST FOR APPROVAL TO AMEND A SERVICES AGREEMENT WITH SELLERS DORSEY & ASSOCIATES, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Services Agreement with **Sellers Dorsey & Associates, LLC (Sellers Dorsey)**. The amendment is to revise the scope of work to accommodate the shift to a value-based program based on quality measures of performance and to increase the contingency fee percentage accordingly. The agreement is for Sellers Dorsey to provide strategic consulting services to UMMC in connection with the ongoing operation, maintenance, and maximization of the Mississippi Medicaid Access to Physician Services (MS MAPS) Program, previously referred to as the Medicaid Managed Care Physician Supplemental Payment Program. MS MAPS is a Medicaid directed payment program that increases reimbursement rates for UMMC's providers that treat Mississippi Medicaid beneficiaries.

Contractor's Legal Name: Sellers Dorsey & Associates, LLC

History of Contract: On February 17, 2022, the Board approved the Services Agreement with Sellers Dorsey to provide consulting services for the MS MAPS Program.

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

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Purpose: The purpose of the amendment is to revise the scope of work to accommodate the shift to a value-based program based on quality measures of performance and to increase the contingency fee percentage accordingly. The purpose of the agreement is for the provision of strategic consulting services to UMMC in connection with the ongoing operation, maintenance, and maximization of the MS MAPS Program. MS MAPS is a Medicaid directed payment program that increases reimbursement rates for UMMC's providers that treat Mississippi Medicaid beneficiaries.

Scope of Work: Under the amended agreement, Sellers Dorsey will:

- assess program design and structure for compliance with federal regulations and guidance;
- assist in the examination and modification of the program to maximize federal participation;
- perform program analysis and planning;
- provide assistance with the Mississippi Division of Medicaid (DOM) throughout any payment reconciliation process;
- assist in the transition to a value-based program with a portion of the payment at risk;
- draft necessary documents to submit to the federal government; and
- provide assistance throughout the federal approval of subsequent program years.

Term of Contract: The total term of the amended agreement is unchanged and remains seven (7) years and four (4) months, from March 1, 2022, through June 30, 2029. Sellers Dorsey shall provide services for the state fiscal years 2023-2027. As payments to Sellers Dorsey are based on a contingency fee of the new federal funds generated for UMMC from participation in the MS MAPS Program, the additional two (2) years of the contract term will allow UMMC to receive the funds and pay Sellers Dorsey the applicable fee.

Termination Options: Termination options include the following:

- by either party with or without cause upon providing sixty (60) days' written notice;
- by either party if the other refuses or fails to perform any of the provisions of the agreement, otherwise fails to timely satisfy the agreement provisions, or commits any other substantial breach of this agreement, if not cured within fifteen (15) days or longer time provided in a notice of the breach;
- immediately upon Sellers Dorsey's breach of any of the following ongoing representations and warranties that Sellers Dorsey, 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,

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

- debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
- are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
 - are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Sellers Dorsey being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
 - has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected;
- in the event of a reduction in funds; and
 - by either party in the event of a change in law resulting in an adverse consequence and the parties cannot agree to renegotiated terms.

Contract Amount: The new estimated total cost over the seven (7) year and four (4) month term is \$10,850,000. The original estimated cost was \$2,800,000 for three (3) years. Under the amended agreement, UMMC will pay Sellers Dorsey a contingency fee of 4.75% of the new federal funds generated for UMMC from participation in the MS MAPS Program, as well as travel expenses. UMMC has included an annual growth rate of ten percent (10%) to account for possible changes in the amount of new federal funds received from the MS MAPS program during the term.

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

Contractor Selection Process: UMMC is currently contacted with Sellers Dorsey.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

14. USM – REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH KONE, INC.

Agenda Item Request: The University of Southern Mississippi (USM) requests Board approval of a service contract for Elevator/Escalator Maintenance (Vertical Transportation) with **Kone, Inc.** for all its campuses.

Contractor's Legal Name: Kone, Inc.

History of Contract: This will be the start of a new service contract. The maintenance of vertical transportation on all campuses has been handled for the last five years by Kone, Inc. A request for quotations from maintenance providers was requested and Kone, Inc. provided the lowest and best quote of those received.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Specific Type of Contract: This contract is for maintenance and inspection services of all elevator and escalator equipment locations on the Hattiesburg, Long Beach, and Ocean Springs campuses.

Purpose: The purpose of the contract is to ensure safe and efficient operation of vertical transportation on campus and provide consistent routine and preventative maintenance on these assets.

Scope of Work: The scope of work involves providing preventative maintenance and minor repairs as needed in accordance with the requirements outlined in the RFQ 22-35 and listed in Exhibit A of the Contract for Services.

Term of Contract: The contract term will be for two (2) years beginning from the effective date of the agreement, which is contemplated to be September 1, 2022. The University shall have the option to renew the agreement, at its sole discretion, for up to three (3) additional one (1) year terms by written notice from USM to Contractor, with the first option exercisable on or before sixty (60) days from the end of the initial term and subsequent options exercisable on or before sixty (60) days from the end of any extended one-year term, not to exceed three (3) renewals beyond the initial term.

Termination Options: Either party can terminate after giving 30 days' written notice to the other with or without cause. Also, if the Contractor fails to remain compliant with the Mississippi Employment Protection Act (E-Verify), USM can terminate the contract. Finally, under force majeure, if an event continues uninterrupted for a period exceeding six (6) calendar months, either party may elect to terminate this Agreement upon notice to the other, but such right of termination, if not exercised, shall expire immediately upon the discontinuance of the event of force majeure.

Contract Amount: The initial two years' fixed maintenance cost will be \$34,600 monthly. If renewals are exercised, the costs are estimated to be as follows if the maximum increase is submitted (four percent per year maximum):

First one-year renewal term - \$35,984 monthly

Second one-year renewal term - \$37,423 monthly

Third one-year renewal term - \$38,920 monthly

Total estimated contract amount if all renewals are executed would be \$2,178,324. Payment will be issued based upon receipt of an approved invoice for actual services rendered on a monthly basis.

Funding Source for Contract: General funds will cover the cost of this service.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Contractor Selection Process: Although IHLs are exempt from the requirement of competitively bidding non-technology services, USM issued a request for quotes #22-35 to providers of vertical transportation maintenance and made an award contingent on IHL; Board approval based on Projected Cost to USM; Qualifications/Experience/References/Recommendations; Staffing Plan/Safety/Customer Service; Operations Plan and Policies; and Other Benefits to USM. USM also considered ‘Environmental’ and ‘Sustainability’ issues such as recycling, waste minimization, energy conservation, etc. KONE was the lowest bidder and received the highest consensus score from the evaluation committee thus they were selected as the preferred vendor.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

15. USM-REQUEST FOR APPROVAL TO ENTER INTO AN EQUIPMENT PURCHASE AGREEMENT WITH MTE INSTRUMENTS

Agenda Item Request: The University of Southern Mississippi requests Board approval of the purchase of an Ocean-Met High-Resolution Measurement Buoy from **MTE Instruments**.

Contractor’s Legal Name: MTE Instruments

History of Contract: This is a new equipment purchase.

Specific Type of Contract: This is a purchase for highly customized equipment.

Purpose: The purpose of the contract is to purchase an Ocean-Met High-Resolution Measurement Buoy. The design is the result of numerous scientific and design discussions and are critical to the success of USM’s High-Resolution Underwater Sensor Network Array. The requirement specifications were driven by several program objectives.

Scope of Work: The seller will provide the equipment in accordance with the agreed upon terms listed in the purchase order based upon the seller’s proposal. The purchase will include the following: (1) Viking buoy system with winch and profiler, (2) software and documentation, and (3) delivery and training.

Term of Contract: The term of the contract will be from the date of purchase order issuance until the system is delivered and accepted, and training is completed. The estimated completion time is five months. There will be four (4) months for delivery after receipt of order, and one (1) additional month to schedule and complete training.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
August 18, 2022

Termination Options: The purchase contract can be terminated as follows:

- The University may terminate for convenience.
- University may terminate the Purchase Order by written notice for Seller's default.
- The University may terminate if Seller fails to comply with the Mississippi Employment Protection Act, if applicable.

Contract Amount: The contract price for the equipment is \$375,000. Terms of payment shall be based upon receipt of the following goods or services and subsequent invoicing: 35 percent due upon receipt of the product documentation and mooring diagrams, 35 percent due when shipping documentation is provided once the shipment leaves the factory, and 35 percent due once the on-site training has been completed.

Funding Source for Contract: The funding for this purchase will come from a grant entitled Maritime Domain Awareness Using Networked Unmanned Systems with Integrated High-Resolution Sensors from the direct sponsor Advanced Technology International.

Contractor Selection Process: The University issued a Request for Bids and received one valid bid meeting USM's requirements. USM received an approval to purchase (P-1) from DFA for this purchase.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
AUGUST 18, 2022**

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

Board Policy §902, Initiation of Construction Projects

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

Board Policy §904(A), Board Approval

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

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

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
AUGUST 18, 2022**

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 OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
AUGUST 18, 2022**

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

BUREAU OF BUILDING PROJECTS

1. MVSU – GS 106-274 – LACKEY RECREATION CENTER RENOVATION

Project Request: Mississippi Valley State University requests approval to initiate a project, Lackey Recreation Center Renovation, and to appoint McCarty Architects as the design professional for the project.

Proposed Design Professional: McCarty Architects

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. MVSU used the RFQ method to select the design professional.

Purpose: Mississippi Valley State University is seeking to initiate the project and appoint the design professional as required by Board Policy. This will allow the university to proceed with the design phase of the project. The current facilities don’t satisfy the most current life safety and ADA requirements for public buildings. Completion of this project would satisfy several components of the University’s mission as it relates to serving the regionalized Delta by augmenting recruitment and retention.

Project Scope: This project proposes to renovate the existing Lackey Recreation Building. The proposed scope will renovate the existing Lackey Recreation Building on the campus of Mississippi Valley State University. This project will also address remediation of the existing mechanical systems and the renovation of the interior and address all life safety issues and ADA compliance.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

Mississippi Valley State University is seeking to initiate the project and appoint the design professional 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 18, 2022

History: This project was funded in 2021 in the amount of \$500,000 for the pre-plan of the current facility. The Preplan project was funded in 2021 with a funding source of SB 2832 L’21 in the amount of \$500,000.00 and HB 1353, L’22, in the amount of \$10,200,000.00, for a total budget of \$10,700,000.00.

Date of Original Construction: 1952

Date of Last Renovation: 1995

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 9,500,000.00
Architectural and Engineering Fees:	475,000.00
Misc. Project Costs:	25,000.00
Furniture & Equipment Costs:	0.00
Contingency:	700,000.00
 Total Project Budget	 \$ 10,700,000.00

Funding Source(s): SB 2971, Laws of 2021 (\$500,000); HB 1353, Laws of 2022 (\$10,200,000)

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

2. USM – GS 108-303 – REED GREEN COLISEUM – TOTAL ROOF REPLACEMENT

Project Request: The University of Southern Mississippi requests approval to initiate a project, Reed Green Coliseum – Total Roof Replacement, and to appoint Weir Boerner Allin Architecture, PLLC as the design professional for the project.

Proposed Design Professional: Weir Boerner Allin Architecture, PLLC

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

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. USM used the RFQ method to select the design professional.

Purpose: The University of Southern Mississippi is seeking to initiate the project and appoint the design professional as required by Board Policy. This will allow the university to proceed with the design phase of the project.

Project Scope: The scope of the project will include the design, bid and installation of a total new roofing replacement system for Reed Green Coliseum.

History: Reed Green Coliseum was built in 1964 to serve as a multipurpose building and an athletic venue. Currently, the athletic department is the main tenant of the building. Men’s and Women’s basketball have their offices in the building.

The University of Southern Mississippi is seeking to initiate the project and appoint the design professional 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 18, 2022

Date of Original Construction: 1964

Date of Last Renovation: 2009

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 2,950,000.00
Architectural and Engineering Fees:	220,000.00
Misc. Project Costs:	30,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>300,000.00</u>
Total Project Budget	\$ 3,500,000.00

Funding Source(s): SB 3045, Laws of 2022 (\$3,000,000); HB 1353, Laws of 2022 (\$500,000)

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

IHL PROJECTS

3. MSU – IHL 205-320 – PATTERSON ENGINEERING IDEE LAB

Project Request: Mississippi State University requests approval to initiate a project, Patterson Engineering IDEE Lab, and to appoint Cooke Douglass Farr Lemons (CDFL) Architects and Engineers as the design professional for the project.

Proposed Design Professional: Cooke Douglass Farr Lemons (CDFL) Architects and Engineers

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. MSU used the RFQ method to select 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 proceed with the design phase of the project.

Project Scope: This project will include renovations to portions of the first and second floor of Patterson Engineering Laboratory.

Mississippi State University is seeking to initiate the project and appoint the design professional 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 18, 2022

Date of Original Construction: 1950

Date of Last Renovation: 1995

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 4,250,000.00
Architectural and Engineering Fees:	250,000.00
Misc. Project Costs:	250,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>250,000.00</u>
Total Project Budget	\$ 5,000,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
AUGUST 18, 2022**

Funding Source(s): University Designated Funds (\$5,000,000)

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

4. MSU – IHL 205-325 – DAVIS WADE RENOVATIONS

Project Request: Mississippi State University requests approval to initiate a project, Davis Wade Renovations, and to appoint LPK Architects as the design professional for the project.

Proposed Design Professional: LPK Architects

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. MSU used the RFQ method to select 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 proceed with the design phase of the project.

Project Scope: This project will include renovations to Davis Wade Stadium on the main campus of Mississippi State University. The project will involve renovations within the existing superstructure of the stadium to improve the fan experience.

This phase of renovation is focused on the west lower bowl and incorporates the following:

- Removal of existing stadium treads & risers which will include bleachers, railings, etc.
- Install new treads & risers to add more tread depth and improve fan comfort. Includes railings, bleachers, chair backs, etc.
- Supplement the existing superstructure as necessary to support new bleacher/seating systems.
- New bowl design in this area will increase ADA seating and improve ingress/egress

Mississippi State University is seeking to initiate the project and appoint the design professional for 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.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

Project Initiation Date: August 18, 2022

Date of Original Construction: 1938

Date of Last Renovation: 2014

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 21,500,000.00
Architectural and Engineering Fees:	1,500,000.00
Misc. Project Costs:	850,000.00
Furniture & Equipment Costs:	0.00
Contingency:	1,150,000.00
 Total Project Budget	 \$ 25,000,000.00

Funding Source(s): MSU Internal Funds and/or EBC Bonds (\$25,000,000)

Staff Recommendation: Board staff recommends approval of this item. The use of EBC Bonds are pending subject to the University meeting the requirements set forth in Board Policy §906, Educational Building Corporations.

5. UM – IHL 207-485 – JACKSON AVENUE CENTER (JAC) – CENTER FOR GRAPHENE RENOVATION

Project Request: The University of Mississippi requests approval to initiate a project, Jackson Avenue Center – Center for Graphene Renovation, and to appoint McCarty Architects, P.A. as the design professional.

Proposed Design Professional: McCarty Architects, P.A.

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

Purpose: The University of Mississippi is seeking to initiate the project and appoint the design professional as required by Board Policy. This will allow the university to proceed with design phase of the project.

Project Scope: The project consists of renovating an area in the JAC that currently houses the Center for Graphene Research and Innovation. The current space is in need of a renovation to accommodate new equipment needed for research. Due to the

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

special nature of the equipment and research, there is a need for new plumbing, ventilation, and electrical setups.

The University of Mississippi is seeking to initiate the project and appoint the design professional 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 18, 2022

Date of Original Construction: 1982

Date of Last Renovation: Phase I (2012); Phase II (2017); Addition (2018)

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 1,200,000.00
Architectural and Engineering Fees:	91,500.00
Misc. Project Costs:	56,200.00
Furniture & Equipment Costs:	300,000.00
Contingency:	<u>352,300.00</u>
 Total Project Budget	 \$ 2,000,000.00

Funding Source(s): Internal R&R (\$2,000,000)

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

6. UM – IHL 207-489 – OLE MISS GOLF COMPLEX

Project Request: The University of Mississippi requests approval to initiate a project, Ole Miss Golf Complex.

Proposed Design Professional: TBD through RFQ Method

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. UM will use the RFQ method in selecting the design professional.

Purpose: The University of Mississippi is seeking to initiate the project as required by Board Policy. This will allow the university to proceed with selection of the design professional for the project.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

Project Scope: The project will renovate the Whitten Golf Center and add new exterior improvements to enhance the Ole Miss Golf Complex. In the Whitten Golf Center, locker rooms will be modernized, including new lockers and individual showers. Coaches’ offices will be renovated, including conference tables for recruiting meetings and restrooms/showers for coaches. The men’s and women’s areas will be linked by a shared lounge with a fueling station, conference table, and lounge seating. An executive guest locker room, equipment room, loading, and storage areas will be added along with a small training area, an outdoor patio event space, and golf cart storage. Lobby improvements will include trophy displays and digital monitors.

A new exterior pathway will be constructed to connect the Whitten Golf Center to the Herrington Center, allowing the student-athletes and coaches to stay inside while moving between their locker room and indoor training area. Additionally, small restrooms will be added to the short course and driving range.

The University of Mississippi 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 18, 2022

Date of Original Construction: Whitten Golf Center (2001); Herrington Center (2011)

Date of Last Renovation: 2019

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 6,950,000.00
Architectural and Engineering Fees:	512,130.00
Misc. Project Costs:	287,770.00
Furniture & Equipment Costs:	945,750.00
Contingency:	<u>1,304,350.00</u>
Total Project Budget	\$ 10,000,000.00

Funding Source(s): Self-Generated Athletic Revenues (\$10,000,000)

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
AUGUST 18, 2022**

**7. UM – IHL 207-490 – RESEARCH LABORATORY FACILITIES
MASTERPLAN AND DESIGN**

Project Request: The University of Mississippi requests approval to initiate a project, Research Laboratory Facility Masterplan and Design.

Proposed Design Professional: TBD through RFQ Method

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. UM will use the RFQ method in selecting the design professional.

Purpose: The University of Mississippi is seeking to initiate the project as required by Board Policy. This will allow the university to proceed with selection of the design professional for the project.

Project Scope: The University of Mississippi would like to begin the programming and planning process to develop a Master Plan for Campus Research Laboratory Facilities. The need for research laboratory facilities on Campus has grown significantly in the recent past and the University is forecasting significant needs for additional research space on campus. Needs for research facilities span multiple schools. The University recognizes the need to evaluate the development of shared research laboratory spaces/building(s) in addition to school and departmental research space needs. The shared spaces shall be flexible and used for multi-discipline collaborative research throughout the entire University. The University would like to develop a comprehensive and cohesive plan for the use of the existing Research Facilities on Campus as well as new shared research laboratory spaces/building(s) that facilitate guidance for future growth and development; and a Phase 1 Project.

The intent of this request is to initiate the project and to release a Request for Qualifications (RFQ) to select a design professional. The design professional will assist the University in determining architectural space programming, phasing concepts, and budgeting for the entire Research Building Inventory on Campus. The University would like to be able to use the design professional selected to continue under this project to develop and finally produce design/construction documents for the scope determined. Once the planning phase is complete, the University will submit a subsequent Board Item to increase the budget as required to reflect the established scope of work of the Phase I Project.

The University of Mississippi 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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: August 18, 2022

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget: (Design Fees Only)

		<u>Estimated</u>
Construction Cost:	\$	0.00
Architectural and Engineering Fees:		300,000.00
Misc. Project Costs:		0.00
Furniture & Equipment Costs:		0.00
Contingency:		0.00
Total Project Budget	\$	300,000.00

Funding Source(s): Internal UM Funds (\$300,000)

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

8. UMMC – IHL 209-580 – RENOVATION FOR ADOLESCENT PSYCH

Project Request: The University of Mississippi Medical Center requests approval to initiate a project, Renovation for Adolescent Psych, and to appoint JH&H Architects as the design professional.

Proposed Design Professional: **JH&H Architects/Planners/Interiors, 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. UMMC will use the RFQ method in selecting the design professional.

Purpose: The University of Mississippi Medical Center is seeking to initiate the project and appoint the design professional as required by Board Policy. This will allow the university to proceed with design phase of the project. The project is intended to provide 10 patient beds for adolescent psych on the 2nd floor of the Circle Tower.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

Project Scope: This project is to renovate the 2nd floor of the Circle Tower to provide 10 patient rooms for Adolescent Psych. In order to displace the current users of the 2nd floor of the Circle Tower it will be necessary to complete renovations for PT/OT and admin offices. It is the intent to complete the PT/OT renovations and admin office renovations as a phase I so that those users can be relocated and the space for Adolescent Psych can be cleared for renovation.

The University of Mississippi Medical Center is seeking to initiate the project and appoint the design professional 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 18, 2022

Date of Original Construction: 1970

Date of Last Renovation: N/A

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 5,076,250.00
Architectural and Engineering Fees:	375,658.00
Misc. Project Costs:	60,000.00
Furniture & Equipment Costs:	525,000.00
Contingency:	<u>463,092.00</u>
 Total Project Budget	 \$ 6,500,000.00

Funding Source(s): Patient Generated Revenue (\$3,000,000); Children’s of Mississippi Philanthropy (\$3,500,000)

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
AUGUST 18, 2022**

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

BUREAU OF BUILDING PROJECTS

9. USM – GS 108-296 – KINESIOLOGY BUILDING RENOVATION

Project Request: The University of Southern Mississippi is requesting approval to increase the budget from \$7,788,125 to \$9,350,000 for an increase in the amount of \$1,561,875. No new funding sources are being added for the budget increase.

Current Project Phase: Design Phase

Design Professional: Albert & Robinson Architects, P.A.

General Contractor: TBD

Purpose/Justification: The purpose of this request is to increase the project budget in order to cover the project cost increase in the latest design estimate.

Project Scope: Relocation of the School of Criminal Justice and Forensic Science from its current location in Arthell Kelley Hall has been an institutional priority due to its proneness to flooding. As such, the School’s needs were previously included in the original space programming for the renovation of Greene Hall. The University’s recent academic reorganization impacted Greene Hall during early phases of construction. The School of Criminal Justice and Forensic Science was removed from the project and replaced by another unit that was more closely aligned with the new College of Education and Human Sciences. This project is a by-product of that impact. It will provide the School of Criminal Justice and Forensic Science with functional space, carefully designed labs, increased faculty office space, a self-contained building identity, and a location convenient to adjacent programs with which the unit interfaces

The University of Southern Mississippi 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: March 19, 2020

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 6,950,000.00	\$ 8,352,213.93	\$ 1,402,213.93
Architectural and Engineering Fees	\$ 490,625.00	\$ 603,645.54	\$ 113,020.54
Miscellaneous Project Costs	\$ 0.00	\$ 0.00	\$ 0.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 347,500.00	\$ 394,140.53	\$ 150,000.00
Total Project Budget	\$ 7,788,125.00	\$ 9,350,000.00	\$ 1,561,875.00

Proposed Funding Source(s): SB 3065, Laws of 2019 (\$3,300,000); HB 1649, Laws of 2018 (\$50,000); HB 1730, Laws of 2020 (\$6,000,000)

Staff Recommendation: Board staff recommends approval of this item.

IHL PROJECTS

10. MSU – IHL 405-005 – STONE CHILLED WATER LOOP EXTENSION

Project Request: Mississippi State University is requesting approval to increase the budget from \$100,000 to \$2,000,000 for an increase in the amount of \$1,900,000. In addition, MSU request to add HB 1649, Laws of 2018 (Kinesiology & Autism); SB 3065, Laws of 2019 (Ballew Hall); and SB 2971, Laws of 2021(Dorman Hall) as funding sources to the project to allow for the budget increase.

Current Project Phase: Design Phase

Design Professional: Engineering Resource Group Inc.

General Contractor: TBD

Purpose/Justification: The purpose of this request is to increase the project budget and to add three funding sources to the above reference project that will allow for the extension of the chilled water infrastructure on campus.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

Project Scope: This extension of the campus chilled water infrastructure will provide central cooling for Ballew Hall, Dorman Hall and the Kinesiology and Autism Building as well as provide additional capacity for future growth in this area of campus.

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 27, 2021 (Interim Approval)

History: The project was initially initiated as IHL #205-315. Due to MSU being able self-manage its own projects with state funds the project number is being changed to IHL #405-005 to reflect that.

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 0.00	\$ 1,600,000.00	\$ 1,600,000.00
Architectural and Engineering Fees	\$ 100,000.00	\$ 125,000.00	\$ 25,000.00
Miscellaneous Project Costs	\$ 0.00	\$ 125,000.00	\$ 125,000.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 0.00	\$ 150,000.00	\$ 150,000.00
Total Project Budget	\$ 100,000.00	\$ 2,000,000.00	\$ 1,900,000.00

Proposed Funding Source(s): University Utility Funds (\$100,000); Kinesiology & Autism (\$900,000 from HB 1649, Laws of 2018); Ballew Hall (\$250,000 from SB 3065, Laws of 2019); Dorman Hall (\$750,000 from SB 2971, Laws of 2021)

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
AUGUST 18, 2022**

11. UM – IHL 407-002 – DATA CENTER FACILITY RENOVATION & EXPANSION

Project Request: The University of Mississippi is requesting approval to increase the budget from \$1,000,000 to \$30,000,000 for an increase in the amount of \$29,000,000. UM also requests to modify the funding source of the project to include SB 3065, Laws of 2019 and HB 1730, Laws of 2020 as additional funding sources to the project to allow for the budget increase. In addition, UM requests approval of the exterior design of the Data Center.

Current Project Phase: Design Phase

Design Professional: Duvall Decker Architects, P.A.

General Contractor: TBD

Purpose/Justification: The purpose of this request is to 1) change the initial project scope from a renovation to a renovation and expansion, 2) request approval of the exterior design, 3) increase the initiated budget, and 4) change the funding source to accommodate the requested budget increase.

Project Scope: The existing University Data Center, which serves as the core central nervous system of the entire campus, is currently housed in a building that was built in 1947. No substantial work has occurred on this building since 1991. The project consists of renovating and expanding the current data. An addition will connect to the existing data center, which will be renovated to address building envelope issues. Primary services will be relocated to the addition, but the existing building will maintain data center services. The University Data Center houses the main computer systems, research, and data for campus, as well as data from UMMC.

The University of Mississippi 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 20, 2019

History: The project was initially initiated as IHL #207-454. Due to UM being able self-manage its own projects with state funds the project number was changed to IHL #407-002 to reflect that.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 AUGUST 18, 2022**

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 0.00	\$ 23,500,000.00	\$ 23,500,000.00
Architectural and Engineering Fees	\$ 1,000,000.00	\$ 1,700,000.00	\$ 700,000.00
Miscellaneous Project Costs	\$ 0.00	\$ 773,000.00	\$ 773,000.00
Furniture & Equipment Costs	\$ 0.00	\$ 875,000.00	\$ 875,000.00
Contingency	\$ 0.00	\$ 3,152,000.00	\$ 3,152,000.00
Total Project Budget	\$ 1,000,000.00	\$ 30,000,000.00	\$ 29,000,000.00

Proposed Funding Source(s): Internal R&R (\$11,150,000); SB 3065, Laws of 2019 (\$5,320,000); HB 1730, Laws of 2020 (\$13,530,000)

Staff Recommendation: Board staff recommends approval of this item.

Rendering: East Elevation of Data Center



**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
AUGUST 18, 2022**

Rendering: Southeast Corner of Data Center



**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

1. **ASU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE
ALCORN STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION, INC.**

Alcorn State University requests Board approval of the below proposed amended and restated affiliation agreement between the University and the Alcorn State University National Alumni Association, Inc. The proposed agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

**AMENDED AND RESTATED AFFILIATION AGREEMENT
by and between
ALCORN STATE UNIVERSITY
and
ALCORN STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION**

This Amended and Restated Affiliation Agreement is made and entered into effective this ___ day of ___, 2022 (the effective date) by and between Alcorn State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and The Alcorn State University National Alumni Association, Inc., a non-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “Association”). This Agreement is designed to govern the relationship between the University and the Association by setting forth the terms and conditions under which the University will provide certain support and services for the Association and the Association will provide certain support and services for and on behalf of the University.

PREAMBLE

WHEREAS, the Association has been established as a non-profit, educational and charitable organization for the purposes outlined in its Charter of Incorporation dated February 3, 1952;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) non-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”); and the University recognizes its affiliated relationship with the Association as critical to providing support and aid to the mission, endowment building, donor and alumni relations, and the immediate and long term success of Alcorn; and

WHEREAS, the Board Policy acknowledges that the independent nature of the Association provides flexibility to the University in fiscal management and responsiveness;

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

WHEREAS, the Association has the responsibility under its mission statement and as a not- for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the Association agrees to provide detailed bi-annual reports and access to the philanthropic database reflecting gifts and funds received by the Association under this Agreement, recognizing the importance of an agreement between the parties on acceptable standards and procedures for the accounting and auditing of accounts of the Association, while at the same time preserving the private and independent status of the Association;

WHEREAS, the University and the Association desire to interact and cooperate to serve the interest of the University;

WHEREAS, the Association requires services from the University. The University is willing and able to provide reasonable services to the Association in furtherance of the mission and goals of the University. This relationship benefits not only the Association, but the University by facilitating the Association's achievement of the Association's mission to benefit the University

WHEREAS, the University and the Association desire to define the arrangement concerning services and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Association do hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this Affiliation Agreement between the University and the Association is to (i) define clearly the relationship of the Association to the University, with the Association being a separate independent organization formed primarily for the purpose of supporting the University, and (ii) assure that the activities of the Association, on behalf of and for the benefit of the University, shall at all times further the mission of the University.

ARTICLE II. UNIVERSITY OBLIGATIONS AND SERVICES

Section 2.1 **Recognition of the Association.** The University shall provide reasonable support as requested by the Association, and approved by the University President to carry out the normal and regular functions and operations of the Association business.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

Section 2.2 **Stewardship.** The University agrees and is committed to the concept that good stewardship of donated, gifted, and granted funds as well as compliance with donor and grant maker intent and restrictions, to the extent permissible under applicable law, is critical to the success of immediate and long term fundraising goals, efforts, and activities; endowment growth, donor and alumni relations, high priority initiatives, the mission, and the programs of the University. The University ensures that gift funds distributed by the Association are used in a timely manner in compliance with donor intent and provides the Association staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

Section 2.3 **Strategic Planning and Communication.** In order to provide increased and enhanced lines of communication between the Parties to assist in the coordination of the University's mission and programs and the financial, fundraising, development, and planned giving support of the Association on behalf of the University, the Parties agree:

- a. The President of the University shall serve ex officio as a non-voting member of the Association's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Association's Board of Directors.
- b. The President of the University shall submit a request to the Association for utilization of unrestricted and temporarily restricted gifts received by the Association in the following fiscal year. The Association shall, consistent with the goals and priorities established by the University, consider the University's request and may allocate unrestricted and temporarily unrestricted gifts accordingly to the extent funds are available and consistent with the temporary restrictions on the funds. In addition to unrestricted funds, the University President and/or the Vice President for Institutional Advancement shall routinely update key Association personnel on the University initiatives involving private support to ensure that Association and University personnel are informed of fund raising needs and objectives.
- c. The University agrees to provide the Association, or its designated representative(s), on a regular basis and as necessary for the Association to perform its responsibilities under Article III hereof, pertinent and timely information regarding the current and long range strategic planning, mission, fundraising objectives, and programmatic goals of the University, in order that the Association may anticipate funding and support needs, and integrate such need in the current and long range planning of the Association.

Section 2.4 **License.** Consistent with its mission to help to advance the plans and objectives of the university, the Association is granted the use of the name, Alcorn State University; however, the Association will operate under its own seal and logotype and shall not use the University seal or other identifying marks in the promotion of its business and activities during this term and each renewal period. The University's name

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Association shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University. To assist the Association in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Association the following rights:

- a. A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Association.
- b. The designation of the Association as a University affiliated entity.
- c. The University must first approve the use of any University Mark(s) prior to its/their use by the Association.
- d. Notwithstanding any terms concerning termination in Article 8.2 or any other article of this agreement, the University may at any time, in its sole discretion and for any reason or no reason, revoke such license and the Association shall immediately cease any and all use of the University Mark(s).

ARTICLE III. ASSOCIATION OBLIGATIONS

Section 3.1 Fundraising Support and Fund Management

3.1.1. **Association Role.** During the term and any renewal period of this Agreement, and subject to the terms and conditions hereof, the University hereby acknowledges the role of the Association as an affiliate, and the Association hereby accepts its acknowledged role. The Association shall be free to plan, carry out, and publicize its activities as it sees fit, subject to terms and conditions of this agreement, and is based on and limited to its carrying out programs and activities that further the purposes and objectives of the University and that are of the highest quality with respect to content, materials, logistical preparation, and otherwise.

3.1.2 **Association Duties.** In connection with and consideration of the foregoing acknowledgement, the Association agrees that:

- a. The Association shall create an environment conducive to increasing levels of private support for the mission and priorities of Alcorn State University.
- b. The Association may organize events in order to promote the University fundraising projects.
- c. The Association may conduct fundraising activities to support the University's activities, in accordance with this agreement.
- d. The Association shall not engage in social or political activism, which might distract from the promotion of free content and knowledge, any illegal

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

activity, or any activity that might negatively affect the work or image of the University

3.1.3 **Stewardship.** The Association agrees to use reasonable efforts to provide the University benefactors a superior donor experience through fulfillment of donor intentions, appropriate use of funds, and expressions of impact and gratitude. The Association further agrees to ensure that donors shall receive receipts, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Association, and shall keep accurate and current records of all such contributions made directly to the University or to the Association. Assets of the Association shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Association records upon request. Such rights shall also be afforded to the IHL, if so desired. The Association must manage all funds in its control in a fiscally sound and prudent manner under generally accepted accounting policies and procedures.

3.1.4 **Contracts.** The Association may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 5 years.

Section 3.2 **Audit.** The Association shall maintain its financial and accounting records separate from the University, including thorough documentation of donor intent and in accordance with generally accepted accounting principles applicable for its industry. The Association must cause to be prepared annual financial statements of the condition of the Association, which shall include such detail as the IHL Board may from time to time require; The Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Association's annual financial statements; The Association shall submit the audited financial statements, along with a list of Association officers, directors or trustees, not later than five (5) months following the completion of the Association's fiscal year, to the affiliated university's IEO and to IHL; However, the annual audited financial statements of some of the state institutions' affiliated entities will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's IEO and to the IHL, along with a list of Association officers, directors or trustees, by October 15 of each year; The IHL Board's Associate Commissioner of Finance and Administration shall notify each such Association of the applicability of the October 15 deadline to such Association as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Association must be in good standing with the Mississippi State Board of Public

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

Accountancy, have substantial experience in auditing like organizations, and must be approved by the IEO or his/her designee; However, at the request of the Association, the IEO of a university, with the approval of the IHL Board, may grant a request of the Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Association and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Association in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Association (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

Section 3.3 **License.** The Association acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Association, including all such trademarks, service marks and trade names historically associated with the University.

Section 3.4 **Conflict of Interest Policy.** The Association shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time entitled “Conflict of interest Transactions”, university conflict of interest policies, and which addresses transactions with university or entity staff.

Section 3.5 **Endowment Building.** The Association will abide by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describes the method by which the Association will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds. All gifts received by the Association shall be receipted and deposited in a timely manner in accordance with the directive of the donor. All gifts received by the University shall be immediately forwarded to the Association for acknowledgment to ensure proper receipting and recording of all gifts.

There shall be no form of additional compensation for an IEO or any IHL system office employee to be underwritten or increased by the Association without the prior approval of the IHL Board. The request for approval shall come through the Commissioner to the IHL Board. As to other University employees, there is to be no form of additional

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

compensation provided or paid by the Association without the prior approval of the IEO. All such approvals by the IEO must be reported to the Board of Trustees at its next official meeting. This provision does not apply to transfers from the Association to Alcorn State University for items such as professorships, chairs, and other programmatic support that are paid directly to the university and included in its annual budget.

Section 3.6 Fundraising and Planned Giving. The Association shall perform any and all other acts and activities on behalf of the University, as the Association deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Association and IHL Board Policy. In order to perform duties herein this agreement, the Association may use a reasonable percentage of the annual restricted funds, consistent with the restrictions thereon, assess fees for services, or impose reasonable charges against managed funds to support its operations. The Association shall inform the University of the implementation of, or changes to, any assessment of fees at least annually and more often if requested by the President of the University. The Association must only accept or solicit gifts for the benefit of the University that are consistent with the University's mission, goals or objectives as set out in the gift acceptance policy

Section 3.7 Legal Compliance. In connection with its performance under this Agreement, the Association shall maintain, comply, and observe all applicable federal, state and local laws, rules and regulations. The Association shall also comply with all state and federal agency rules and regulations, including Internal Revenue Service I.R.C. 501(c)(3), for nonprofit corporations.

Section 3.7.1 The President or Chairman of the Association shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

- a. The Association has materially breached any of its contractual obligations under the Agreement;
- b. The Association has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
- c. The Association has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
- d. There has been a failure by the Association or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association;

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

- e. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association or upon its status as a tax exempt organization; or
- f. The Association has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association, or any Association controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for the Association to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

ARTICLE IV. CONFIDENTIALTY

Section 4.1 **General.** If requested in writing by the University, the Association shall provide any and all relevant information relating to the operation or management of the Association or any funds contributed to, received by, expended by or managed by the Association. The President shall promptly notify the Board and Commissioner of Higher Education if the Association refuses or fails to provide any information requested by the President. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, or trade secrets associated with donors or entity functions (collectively, Confidential and Trade Secret Information), such information shall be treated as confidential by the University President and any designee who may acquire such information. The University is expected to take appropriate safeguards consistent with public record laws to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes with thirty (30) days' notice to the Association prior to release.

The University and Association agree that the Association's donor and giving records and any other financial or commercial information possessed by the Association or provided by the Association be given to the University concerning individuals or corporations that provide Association financial support are confidential and proprietary. Except for the provisions aforementioned and as required by IHL Board Policy, unless

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

required to disclose such information by applicable law, the University and Association agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Association.

ARTICLE V. WORKING RELATIONSHIP

Section 5.1 Intended Perpetuity of Relationship. The provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the Association, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a subsidiary or a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special entity would then be required to comply with any and all provisions of the affiliation agreement between the University and any Entity which owns or controls the special purpose entity.

Section 5.2 Relationship. The President of the Association shall report directly to the Association Board of Directors. On at least an annual basis, the President of the Association shall seek input from the President of the University on the performance of the President of the Association. The President of the Association shall also seek the University President's input in the hiring compensation and termination of this position as such decisions are being made by Association Board of Directors.

Section 5.3 University Staff Commitments. The Director/Executive Director of Alumni Affairs shall have authority in connection with and approval of all decisions relating to the selection, hiring, retention, compensation and evaluation of employees of the University who works with the Association in accordance with University hiring policies. Unless otherwise provided in subsection 5.3.1, the Director/Executive Director of Alumni Affairs and the staff that s/he hires shall be the employees of the University and shall be subject to applicable University rules, regulations, policies and procedures and applicable State and Federal Law. The University shall, respectively, have the ability to terminate the employment of the Director/Executive Director, Vice President and employees.

Section 5.3.1 Nothing contained herein shall be interpreted to prevent or limit the Association's ability to engage, hire, or employ independently employees, representatives, or independent contractors and provide reasonable compensation or fees for services rendered.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

ARTICLE VI. INSURANCE

Section 6.1 The Association shall maintain insurance coverage as deemed appropriate by the Association's Board of Directors, including the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such:

- a. The Association shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.
- b. The Association shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property to insure against the loss of the real property and any improvements associated with the insured premises.
- c. The Association shall provide for the bonding of its officers and employees and shall maintain Directors and Officers Liability Insurance on members of its Board of Directors and officers, while performing as such.
- d. The Association shall maintain Commercial Excess or Umbrella Coverage of \$4,000,000 in additional coverage in excess or over and above the basic coverage set forth above.
- e. The Association shall maintain Worker's Compensation insurance, if required to so by applicable law, or such other insurance coverage as may be required by applicable law.
- f. If the Association maintains any data or information subject to privacy laws, then the Association shall maintain a cyber-liability insurance policy with commercially reasonable coverage limits based upon the activities of the Association. Such policy shall cover breach response, forensic investigation, penalties associated with violations of privacy laws and regulations, liability, and legal defense costs. If the Association accepts credit card payments, the cyber policy must also cover PCI penalties.
- g. The above-described liability policies shall name the University and the Board of Trustees of State Institutions of Higher Learning (IHL) as additional insureds, and such policies shall be primary to any program of self-insurance maintained by the University or IHL. Proof of coverage shall be mailed to IHL at: Office of Risk Management, 3825 Ridgewood Road, Jackson, MS 39211. Proof of coverage shall be provided to the University upon request.
- h. All policies of insurance shall meet or exceed the equivalent of a Best's Rating of A-VIII.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

ARTICLE VII. REPORTING

Section 7.1 **Compensation Support.** On a periodic basis, The Association shall, by October 15 of each year during this Agreement, submit to the University's President and chief financial officer and to the IHL its annual audited financial statements for the prior fiscal year. Such submission shall also include a list of Association officers, directors or trustees. The Association shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University employees, it being agreed that any such payments shall only be made through the University's payroll system and with University President's approval. Understanding that no form of additional compensation may be underwritten or increased for the University President or for any IHL system office employee without IHL Board approval, the Association shall also provide documentation of approval from the IHL of any supplemental compensation provided to the University President or provided to the University for purposes of supplementing the President's salary.

Section 7.2 **Transparency Act.** In order to facilitate transparency, the Association shall also maintain on its website, for public and University inspection, a copy of this Agreement along with its annual report, Form 990 tax return, and other documents related to the Association's mission and operations.

Section 7.3 **Legal Process.** The President or President of the Association shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Association has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The President or Chairman of the Association shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the President or Chairman of the Association will immediately notify, in writing, the President of the University.

ARTICLE VIII. TERM, TERMINATION, AND MATERIAL BREACH

Section 8.1 **Term.** This Agreement shall commence upon the Effective Date and continue for a term of five (5) years commencing on _____, 20__.

Section 8.2 **Termination** This agreement may be terminated effective on May 31 at the conclusion of the then current term or renewal period or The University's President may terminate this agreement with the prior approval of the IHL Board for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. In such case, the President/IEO must provide the Association (90) days' notice and work with the staff and board of the Association in that

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

period to cure the breach in advance of termination. In the event of termination the Association 1) will remit all unrestricted gift funds to the university for one or more public purposes exclusively for the use and benefit of the university or to another entity designated by the President/IEO for one or more exempt purposes within the meaning for section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university, 2) cease to use the university's name or registered marks or logos without the written approval of the President/IEO, and 3) provide the IHL, the university, or other entity designated by the IHL or President/IEO with any records, accounts, or other materials requested by the President/IEO or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

Section 8.3 Dissolution. Governing documents of the Association, including but not limit to, article of incorporation, bylaws, or articles of organization provide that upon dissolution of the Association all of its assets be transferred to the university for one or more public purposes exclusively for the use and benefit of the university or another entity identified by the President/IEO and approved by the IHL board or identified by the IHL board for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university. Any exceptions to this requirement must be approved by the IHL board.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Section 9.1 Notices. Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand- delivered, when addressed as follows:

To the University:

Felecia M. Nave, Ph.D.
President
Alcorn State University
1000 ASU Drive #359
Lorman, MS 39096

To the Alcorn State University National Alumni
Association:

Mr. Anthony Tuggle
President
Board of Directors
5423 Cliffstone Drive / 1000 ASU Drive #809
Smyrna, TN 37167 /Lorman, MS 39096

With a courtesy copy to:

Alcorn State University Foundation
1000 ASU Drive #810
Lorman, MS 39096

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

Attention: Executive Director

Or to such other addressee as may be hereafter designated by written notice.

Section 9.2 Construction and Binding Effect. This agreement constitutes the entire agreement of the Parties and supersedes any prior agreements. The Association's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the University and the Association.

Section 9.3 Law Governing Agreement. This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi and IHL Board Policy.

Section 9.4 Severability. The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

Section 9.5 Amendment, Changes, and Modifications. This agreement may be amended, changed, modified, or altered only by an instrument in writing executed by both Parties.

Section 9.6 Relationship to the Parties. The parties agree that the Association is not an agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

Section 9.7 Assignment This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

Section 9.8 Waiver. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

Section 9.9 **Limitation of Liability.** Neither the University nor the Association shall have any liability for the obligations, acts, or omissions of the other party. The parties agree that the Association is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

Section 9.10 **Headings for Convenience.** The headings used herein are inserted for convenience only and do not describe, interpret, define or limit the scope, extent or intent of this Agreement.

Section 9.11 **Compliance with Laws.** In the performance of this Agreement, the Association shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. The Association agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

Section 9.12 **Entire Agreement** The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

The Parties hereto have caused this AMENDED and RESTATED AFFILIATION AGREEMENT to be effective in their respective names and on their respective behalves by their respective duly authorized officer as of the Effective Date.

ALCORN STATE UNIVERSITY

By: _____

Felecia M. Nave, Ph.D.
President

ALCORN STATE UNIVERSITY
NATIONAL ALUMNI ASSOCIATION

By: _____

Mr. Anthony Tuggle
President, Board of Directors

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

2. **ASU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE
ALCORN STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION
FOUNDATION, INC.**

Alcorn State University requests Board approval of the below proposed amended and restated affiliation agreement between the University and the Alcorn State University National Alumni Association Foundation, Inc. The affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

**AMENDED AND RESTATED AFFILIATION AGREEMENT
by and between
ALCORN STATE UNIVERSITY
and
ALCORN STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION
FOUNDATION, INC.**

This Amended and Restated Affiliation Agreement is made and entered into effective this ___ day of ___, 2022 (the effective date) by and between Alcorn State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and The Alcorn State University National Alumni Association Foundation, Inc., a non-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “Association Foundation”). This Agreement is designed to govern the relationship between the University and the Association Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Association Foundation and the Association Foundation will provide certain support and services for and on behalf of the University.

PREAMBLE

WHEREAS, the Association Foundation has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated August 10, 2004;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) non-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”); and the University recognizes its affiliated relationship with the Association Foundation as critical to providing support and aid to the mission, endowment building, donor and alumni relations, and the immediate and long term success of Alcorn; and

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

WHEREAS, the Board Policy acknowledges that the independent nature of the Association Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Association Foundation has the responsibility under its mission statement and as a not- for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the Association Foundation agrees to provide detailed bi-annual reports and access to the philanthropic database reflecting gifts and funds received by the Association Foundation under this Agreement, recognizing the importance of an agreement between the parties on acceptable standards and procedures for the accounting and auditing of accounts of the Association Foundation, while at the same time preserving the private and independent status of the Association Foundation;

WHEREAS, the University and the Association Foundation desire to interact and cooperate to serve the interest of the University;

WHEREAS the Association Foundation requires services from the University. The University is willing and able to provide reasonable services to the Association Foundation in furtherance of the mission and goals of the University. This relationship benefits not only the Association, but the University by facilitating the Association's achievement of the Association's mission to benefit the University

WHEREAS, the University and the Association Foundation desire to define the arrangement concerning services and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Association Foundation do hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this Affiliation Agreement between the University and the Association Foundation is to (i) define clearly the relationship of the Association Foundation to the University, with the Association Foundation being a separate independent organization formed primarily for the purpose of supporting the University, and (ii) assure that the activities of the Association Foundation, on behalf of and for the benefit of the University, shall at all times further the mission of the University.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

ARTICLE II. UNIVERSITY OBLIGATIONS AND SERVICES

Section 2.1 **Recognition of the Association Foundation.** The University shall provide to the Association Foundation support as requested by the Association Foundation, to carry out the normal and regular functions and operations of the Association Foundation business.

Section 2.2 **Stewardship.** The University agrees and is committed to the concept that good stewardship of donated, gifted, and granted funds as well as compliance with donor and grant maker intent and restrictions, to the extent permissible under applicable law, is critical to the success of immediate and long term fundraising goals, efforts, and activities; endowment growth, donor and alumni relations, high priority initiatives, the mission, and the programs of the University. The University ensures that gift funds distributed by the Association Foundation are used in a timely manner in compliance with donor intent and provides the Association Foundation staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

Section 2.3 **Strategic Planning and Communication.** In order to provide increased and enhanced lines of communication between the Parties to assist in the coordination of the University's mission and programs and the financial, fundraising, development, and planned giving support of the Association Foundation on behalf of the University, the Parties agree:

- a. The President of the University shall serve ex officio as a non-voting member of the Association Foundation's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Association Foundation's Board of Directors.
- b. The President of the University shall submit a request to the Association Foundation for utilization of unrestricted and temporarily restricted gifts received by the Association Foundation in the following fiscal year. The Association Foundation shall, consistent with the goals and priorities established by the University, consider the University's request and may allocate unrestricted and temporarily unrestricted gifts accordingly to the extent funds are available and consistent with the temporary restrictions on the funds. In addition to unrestricted funds, the University President and/or the Vice President for Institutional Advancement shall routinely update key Association Foundation personnel on the University initiatives involving private support to ensure that Association Foundation and University personnel are informed of fund raising needs and objectives.
- c. The University agrees to provide the Association Foundation, or its designated representative(s), on a regular basis and as necessary for the Association Foundation to perform its responsibilities under Article III hereof, pertinent and timely information regarding the current and long range strategic planning, mission, fundraising objectives, and programmatic goals of the

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

University, in order that the Association Foundation may anticipate funding and support needs, and integrate such need in the current and long range planning of the Association Foundation.

Section 2.4 **License.** Consistent with its mission to help to advance the plans and objectives of the university, the Association Foundation is granted the use of the name, Alcorn State University; however, the Association Foundation will operate under its own seal and logotype and shall not use the University seal or other identifying marks in the promotion of its business and activities during this term and each renewal period. The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Association Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University. To assist the Association Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Association Foundation the following rights:

- a. A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Association Foundation.
- b. The designation of the Association Foundation as a University affiliated entity.
- c. The University must first approve the use of any University Mark(s) prior to its/their use by the Association Foundation.
- d. Notwithstanding any terms concerning termination in Article 8.2 or any other article of this agreement, the University may at any time, in its sole discretion and for any reason or no reason, revoke such license and the Association Foundation shall immediately cease any and all use of the University Mark(s).

ARTICLE III. ASSOCIATION FOUNDATION OBLIGATIONS

Section 3.1 Fundraising Support and Fund Management

3.1.1. **Association Foundation Role.** During the term and any renewal period of this Agreement, and subject to the terms and conditions hereof, the University hereby acknowledges the role of the Association Foundation as an affiliate, and the Association Foundation hereby accepts its acknowledged role. The Association Foundation shall be free to plan, carry out, and publicize its activities as it sees fit, subject to terms and conditions of this agreement, and is based on and limited to its carrying out programs and activities that further the purposes and objectives of the University and that are of the highest quality with respect to content, materials, logistical preparation, and otherwise.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

3.1.2 **Association Foundation Duties.** In connection with and consideration of the foregoing acknowledgement, the Association Foundation agrees that:

- a. The Association Foundation shall create an environment conducive to increasing levels of private support for the mission and priorities of Alcorn State University.
- b. The Association Foundation may organize events in order to promote the University fundraising projects.
- c. The Association Foundation will establish, adhere to, and periodically assess its gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the foundation and provide appropriate recognition and stewardship of such gifts.
- d. The Association Foundation may conduct fundraising activities to support the University's activities, in accordance with this agreement.
- e. The Association Foundation shall not engage in social or political activism, which might distract from the promotion of free content and knowledge, any illegal activity, or any activity that might negatively affect the work or image of the University

3.1.3 **Stewardship.** The Association Foundation agrees to use reasonable efforts to provide the University benefactors a superior donor experience through fulfillment of donor intentions, appropriate use of funds, and expressions of impact and gratitude. The Association Foundation further agrees to ensure that donors shall receive receipts, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Association Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the Association Foundation. Assets of the Association Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Association Foundation records upon request. Such rights shall also be afforded to the IHL, if so desired. The Association Foundation must manage all funds in its control in a fiscally sound and prudent manner under generally accepted accounting policies and procedures.

3.1.4 **Contracts.** The Association Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 5 years.

Section 3.2 **Audit.** The Association Foundation shall maintain its financial and accounting records separate from the University, including thorough documentation of

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

donor intent and in accordance with generally accepted accounting principles applicable for its industry. The Association Foundation must cause to be prepared annual financial statements of the condition of the Association Foundation, which shall include such detail as the IHL Board may from time to time require; The Association Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Association Foundation's annual financial statements; The Association Foundation shall submit the audited financial statements, along with a list of Association Foundation officers, directors or trustees, not later than five (5) months following the completion of the Association Foundation's fiscal year, to the affiliated university's IEO and to IHL; However, the annual audited financial statements of some of the state institutions' affiliated entities will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's IEO and to the IHL, along with a list of Association Foundation officers, directors or trustees, by October 15 of each year; The IHL Board's Associate Commissioner of Finance and Administration shall notify each such Association Foundation of the applicability of the October 15 deadline to such Association Foundation as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Association Foundation must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the IEO or his/her designee; However, at the request of the Association Foundation, the IEO of a university, with the approval of the IHL Board, may grant a request of the Association Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Association Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Association Foundation and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Association Foundation in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Association Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

Section 3.3 **Copyrights.** The Association Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Association Foundation, including all such trademarks, service marks and trade names historically associated with the University.

Section 3.4 **Conflict of Interest Policy.** The Association Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time entitled “Conflict of interest Transactions”, university conflict of interest policies, and which addresses transactions with university or entity staff.

Section 3.5 **Endowment Building.** The Association Foundation will abide by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describes the method by which the Association Foundation will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds. All gifts received by the Association Foundation shall be receipted and deposited in a timely manner in accordance with the directive of the donor. If a situation exists where the Association Foundation has deposited a gift directly intended solely for the University, the Association Foundation shall immediately deposit into the appropriate University account funds designated for such account.

There shall be no form of additional compensation for an IEO or any IHL system office employee to be underwritten or increased by the Association Foundation without the prior approval of the IHL Board. The request for approval shall come through the Commissioner to the IHL Board. As to other University employees, there is to be no form of additional compensation provided or paid by the Association Foundation without the prior approval of the IEO. All such approvals by the IEO must be reported to the Board of Trustees at its next official meeting. This provision does not apply to transfers from the Association Foundation to Alcorn State University for items such as professorships, chairs, and other programmatic support that are paid directly to the university and included in its annual budget.

Section 3.6 **Fundraising and Planned Giving.** The Association Foundation shall perform any and all other acts and activities on behalf of the University, as the Association Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Association Foundation and IHL Board Policy. In order to perform duties herein this agreement, the Association Foundation may use a reasonable percentage of the annual restricted funds, consistent with the restrictions thereon assess fees for services, or impose reasonable charges against managed funds to support its operations. The Association Foundation shall inform the University of the implementation of, or changes to, any assessment of fees at least annually and more often if requested by the President of the University. The Association Foundation must only accept or solicit gifts for the benefit of the University

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

that are consistent with the University's mission, goals or objectives as set out in the gift acceptance policy.

Section 3.7 Legal Compliance. In connection with its performance under this Agreement, the Association Foundation shall maintain, comply, and observe all applicable federal, state and local laws, rules and regulations. The Association Foundation shall also comply with all state and federal agency rules and regulations, including Internal Revenue Service I.R.C. 501(c)(3), for nonprofit corporations.

Section 3.7.1 The President of the Association Foundation shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

- a. The Association Foundation has materially breached any of its contractual obligations under the Agreement;
- b. The Association Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
- c. The Association Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
- d. There has been a failure by the Association Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association Foundation;
- e. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association Foundation or upon its status as a tax exempt organization; or
- f. The Association Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association Foundation, or any Association Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for the Association Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

ARTICLE IV. CONFIDENTIALTY

Section 4.1 General. If requested in writing by the University, the Association Foundation shall provide any and all relevant information relating to the operation or

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

management of the Association Foundation or any funds contributed to, received by, expended by or managed by the Association Foundation. The President shall promptly notify the Board and Commissioner of Higher Education if the Association Foundation refuses or fails to provide any information requested by the President. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, or trade secrets associated with donors or entity functions (collectively, Confidential and Trade Secret Information), such information shall be treated as confidential by the University President and any designee who may acquire such information. The University is expected to take appropriate safeguards consistent with public record laws to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes with thirty (30) days' notice to the Association Foundation prior to release.

The University and Association Foundation agree that the Association Foundation's donor and giving records and any other financial or commercial information possessed by the Association Foundation or provided by the Association Foundation to the University concerning individuals or corporations that provide Association Foundation financial support are confidential and proprietary. Except for the provisions aforementioned and as required by IHL Board Policy, unless required to disclose such information by applicable law, the University and Association Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Association Foundation.

ARTICLE V. WORKING RELATIONSHIP

Section 5.1 Intended Perpetuity of Relationship. The provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the Association Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a subsidiary or a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37- 101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special entity would then be required to

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

comply with any and all provisions of the affiliation agreement between the University and any Entity which owns or controls the special purpose entity.

Section 5.2 Relationship. The Chairman of the Association Foundation shall report directly to the Association Board of Directors. On at least an annual basis, the Chairman of the Association Foundation shall seek input from the President of the University on the performance of the Chairman of the Association Foundation. The Chairman of the Association Foundation shall also seek the University President's input in the hiring compensation and termination of this position as such decisions are being made by Association Board of Directors.

Section 5.3 The Chairman of the Association Foundation. The Chairman of the Association Foundation works with the board and the Executive Director for Alumni Affairs to develop systems and processes that are effective and aligned with the foundation's vision/mission and ensure that such strategies and systems are implemented well and support the University.

Section 5.3.1 Nothing contained herein shall be interpreted to prevent or limit the Association Foundation's ability to engage, hire, or employ independently employees, representatives, or independent contractors and provide reasonable compensation or fees for services rendered.

ARTICLE VI. INSURANCE

Section 6.1 The Association Foundation shall maintain insurance coverage as deemed appropriate by the Association Foundation's Board of Directors, including the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such:

- a. The Association Foundation shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.
- b. The Association Foundation shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property to insure against the loss of the real property and any improvements associated with the insured premises.
- c. The Association Foundation shall provide for the bonding of its officers and employees and shall maintain Directors and Officers Liability Insurance on members of its Board of Directors and officers, while performing as such.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

- d. The Association Foundation shall maintain Commercial Excess or Umbrella Coverage of \$4,000,000 in additional coverage in excess or over and above the basic coverage set forth above.
- e. The Association Foundation shall maintain Worker's Compensation insurance, if required to so by applicable law, or such other insurance coverage as may be required by applicable law.
- f. If the Association Foundation maintains any data or information subject to privacy laws, then the Association Foundation shall maintain a cyber-liability insurance policy with commercially reasonable coverage limits based upon the activities of the Association Foundation. Such policy shall cover breach response, forensic investigation, penalties associated with violations of privacy laws and regulations, liability, and legal defense costs. If the Association Foundation accepts credit card payments, the cyber policy must also cover PCI penalties.
- g. The above-described liability policies shall name the University and the Board of Trustees of State Institutions of Higher Learning (IHL) as additional insureds, and such policies shall be primary to any program of self-insurance maintained by the University or IHL. Proof of coverage shall be mailed to IHL at: Office of Risk Management, 3825 Ridgewood Road, Jackson, MS 39211. Proof of coverage shall be provided to the University upon request.
- h. All policies of insurance shall meet or exceed the equivalent of a Best's Rating of A-VIII.

ARTICLE VII. REPORTING

Section 7.1 **Compensation Support.** On a periodic basis, The Association Foundation shall, by October 15 of each year during this Agreement, submit to the University's President and chief financial officer and to the IHL its annual audited financial statements for the prior fiscal year. Such submission shall also include a list of Association Foundation officers, directors or trustees. The Association Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University employees, it being agreed that any such payments shall only be made through the University's payroll system and with University President's approval. Understanding that no form of additional compensation may be underwritten or increased for the University President or for any IHL system office employee without IHL Board approval, the Association Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the University President or provided to the University for purposes of supplementing the President's salary.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

Section 7.2 **Transparency Act.** In order to facilitate transparency, the Association Foundation shall also maintain on its website, for public and University inspection, a copy of this Agreement along with its annual report , form 990 tax return, and other documents related to the Association Foundation’s mission and operations.

Section 7.3 **Legal Process.** The President of the Association Foundation shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Association Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The President or Chairman of the Association Foundation shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the President or Chairman of the Association Foundation will immediately notify, in writing, the President of the University.

ARTICLE VIII. TERM, TERMINATION, AND MATERIAL BREACH

Section 8.1 **Term.** This Agreement shall commence upon the Effective Date and continue for a term of five (5) years commencing on _____, 20__.

Section 8.2 **Termination** This agreement may be terminated effective on May 31 at the conclusion of the then current term or renewal period or The University’s President may terminate this agreement with the prior approval of the IHL Board for specified material non-compliance with or breach of the Affiliation Agreement or applicable polices of the University or IHL. In such case, the President/IEO must provide the Association Foundation (90) days’ notice and work with the staff and board of the Association Foundation in that period to cure the breach in advance of termination. In the event of termination the Association Foundation 1) will remit all unrestricted gift funds to the university for one or more public purposes exclusively for the use and benefit of the university or to another entity designated by the President/IEO for one or more exempt purposes within the meaning for section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university, 2) cease to use the university’s name or registered marks or logos without the written approval of the President/IEO, and 3) provide the IHL, the university, or other entity designated by the IHL or President/IEO with any records, accounts, or other materials requested by the President/IEO or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

Section 8.3 **Dissolution.** Governing documents of the Association Foundation, including but not limit to, article of incorporation, bylaws, or articles of organization provide that upon dissolution of the Association Foundation all of its assets be transferred

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

to the university for one or more public purposes exclusively for the use and benefit of the university or another entity identified by the President/IEO and approved by the IHL board or identified by the IHL board for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university. Any exceptions to this requirement must be approved by the IHL board.

ARTICLE IX. MISCELLANEOUS PROVISIONS

Section 9.1 **Notices.** Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:

Felecia M. Nave, Ph.D.
President
Alcorn State University
1000 ASU Drive #359
Lorman, MS 39096

To the Alcorn State University
National Alumni Association Foundation, Inc.:

John E. Walls, Ph.D.
Chairman, Board of Directors
Alcorn State University
National Alumni Association Foundation, Inc.
107 Colonial Drive
Vicksburg, MS 39180

With a courtesy copy to:
Alcorn State University Foundation
1000 ASU Drive #810
Lorman, MS 39096
Attention: Executive Director

Or to such other addressee as may be hereafter designated by written notice.

Section 9.2 **Construction and Binding Effect.** This agreement constitutes the entire agreement of the Parties and supersedes any prior agreements. The Association Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the University and the Association Foundation.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

Section 9.3 **Law Governing Agreement.** This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi and IHL Board Policy.

Section 9.4 **Severability.** The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

Section 9.5 **Amendment, Changes, and Modifications.** This agreement may be amended, changed, modified, or altered only by an instrument in writing executed by both Parties.

Section 9.6 **Relationship to the Parties.** The parties agree that the Association Foundation is not an agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

Section 9.7 **Assignment** This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

Section 9.8 **Waiver.** The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

Section 9.9 **Limitation of Liability.** Neither the University nor the Association Foundation shall have any liability for the obligations, acts, or omissions of the other party. The parties agree that the Association Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

Section 9.10 **Headings for Convenience.** The headings used herein are inserted for convenience only and do not describe, interpret, define or limit the scope, extent or intent of this Agreement.

Section 9.11 **Compliance with Laws.** In the performance of this Agreement, the Association Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. The Association Foundation agrees to

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

Section 9.12 **Entire Agreement** The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

The Parties hereto have caused this AMENDED and RESTATED AFFILIATION AGREEMENT to be effective in their respective names and on their respective behalves by their respective duly authorized officer as of the Effective Date.

ALCORN STATE UNIVERSITY ALCORN STATE UNIVERSITY NATIONAL
ALUMNI ASSOCIATION FOUNDATION

By: _____
Felecia M. Nave, Ph.D.
President

By: _____
Chairman
Board of Director

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

3. **ASU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE
ALCORN STATE UNIVERSITY “A” CLUB ALUMNI ASSOCIATION**

Alcorn State University requests Board approval of the below proposed amended and restated affiliation agreement between the University and the Alcorn State University “A” Club Alumni Association. The proposed agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

**AMENDED AND RESTATED AFFILIATION AGREEMENT
by and between
ALCORN STATE UNIVERSITY
and
THE ALCORN STATE UNIVERSITY “A” CLUB ALUMNI ASSOCIATION**

This Amended and Restated Affiliation Agreement is made and entered into effective this ___ day of ___, 2022 (the effective date) by and between Alcorn State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and The Alcorn State University “A” Club Alumni Association, a non-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “A” Club”). This Agreement is designed to govern the relationship

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

between the University and the “A” Club by setting forth the terms and conditions under which the University will provide certain support and services for the “A” Club and the “A” Club will provide certain support and services for and on behalf of the University.

PREAMBLE

WHEREAS, the “A” Club has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated December 12, 2014;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) non-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”); and the University recognizes its affiliated relationship with the “A” Club as critical to providing support and aid to the mission, endowment building, donor and alumni relations, and the immediate and long term success of Alcorn; and

WHEREAS, the Board Policy acknowledges that the independent nature of the “A” Club provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the “A” Club has the responsibility under its mission statement and as a non-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to enhance, enrich, promote, encourage and ensure the continuous growth of Alcorn State University Athletic Programs, for both men and women, in accordance and compliance with the National Collegiate Athletic Association (NCAA), Southwestern Athletic Conferences (SWAC) and University rules and regulations;

WHEREAS, the “A” Club agrees to provide detailed bi-annual reports and access to the philanthropic database reflecting gifts and funds received by the “A” Club under this Agreement, recognizing the importance of an agreement between the parties on acceptable standards and procedures for the accounting and auditing of accounts of the “A” Club, while at the same time preserving the private and independent status of the “A” Club;

WHEREAS, the University and the “A” Club anticipate that the “A” Club, will receive philanthropic support designated for the benefit of the University, will provide the University with specified services in carrying out its mission, and the University will provide the “A” Club facilities in carrying out its mission;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the “A” Club do hereby agree as follows:

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

ARTICLE I. PURPOSE

The purpose of this Affiliation Agreement between the University and the “A” Club is to (i) define clearly the relationship of the “A” Club to the University, with the “A” Club being a separate independent organization formed primarily for the purpose of supporting the University, and (ii) assure that the activities of the “A” Club, on behalf of and for the benefit of the University, shall at all times further the mission of the University.

ARTICLE II. UNIVERSITY OBLIGATIONS AND SERVICES

Section 2.1 The University shall provide to the “A” Club the following support, as requested by the “A” Club, to carry out the normal and regular functions and operations of the “A” Club business:

- a. The University designates the “A” Club as a booster club and fundraising entity for the University and ASU Athletics.
- b. The “A” Club shall reimburse the University for expenses the University incurs as a result of the “A” Club’s operations if those expenses would not otherwise have been incurred by the University.

Section 2.2 **Stewardship.** The University agrees and is committed to the concept that good stewardship of donated, gifted, and granted funds as well as compliance with donor and grant maker intent and restrictions, to the extent permissible under applicable law, is critical to the success of immediate and long term fundraising goals, efforts, and activities; endowment growth, donor and alumni relations, high priority initiatives, the mission, and the programs of the University. The University ensures that gift funds distributed by the “A” Club are used in a timely manner in compliance with donor intent and provides the “A” Club staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

Section 2.3 **Strategic Planning and Communication.** In order to provide increased and enhanced lines of communication between the Parties to assist in the coordination of the University’s mission and programs and the financial, fundraising, development, and planned giving support of the “A” Club on behalf of the University, the Parties agree:

- a. The President of the University shall serve ex officio as a non-voting member of the “A” Club’s Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the “A” Club’s Board of Directors.
- b. The President of the University shall submit a request to the “A” Club for utilization of unrestricted and temporarily restricted gifts received by the “A” Club in the following fiscal year. The “A” Club shall, consistent with the goals and priorities established by the University, consider the University’s request and may allocate unrestricted and temporarily unrestricted gifts

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

accordingly to the extent funds are available and consistent with the temporary restrictions on the funds. In addition to unrestricted funds, the University President and/or the Director for Intercollegiate Athletics shall routinely update key "A" Club personnel on the University initiatives involving private support to ensure that "A" Club and University personnel are informed of fund raising needs and objectives.

- c. The University agrees to provide the "A" Club, or its designated representative(s), on a regular basis and as necessary for the "A" Club to perform its responsibilities under Article III hereof, pertinent and timely information regarding the current and long range strategic planning, mission, fundraising objectives, and programmatic goals of the University, in order that the "A" Club may anticipate funding and support needs, and integrate such need in the current and long range planning of the "A" Club.

Section 2.4 License. Consistent with its mission to help to advance the plans and objectives of the university, the "A" Club is granted the use of the name, Alcorn State University; however, the "A" Club will operate under its own seal and logotype and shall not use the University seal or other identifying marks in the promotion of its business and activities during this term and each renewal period. The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The "A" Club shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University. To assist the "A" Club in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the "A" Club the following rights:

- a. A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the "A" Club.
- b. The designation of the "A" Club as a University affiliated entity.
- c. Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the "A" Club in discharging its obligations under this Agreement.
- d. The University must first approve the use of any University Mark(s) prior to its/their use by the "A" Club.
- e. Notwithstanding any terms concerning termination in Article 8.2 or any other article of this agreement, the University may at any time, in its sole discretion and for any reason or no reason, revoke such license and the Association Foundation shall immediately cease any and all use of the University Mark(s).

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

ARTICLE III. “A” CLUB OBLIGATIONS

Section 3.1 Fundraising Support and Fund Management

3.1.1. **“A” Club Role.** During the term and any renewal period of this Agreement, and subject to the terms and conditions hereof, the University hereby acknowledges the role of the “A” Club, and the “A” Club hereby accepts its acknowledged role, to receive, manage, and administer certain private philanthropic donations and gifts for the benefit of the University as more fully described herein. The University authorizes the “A” Club to receive directly and indirectly, gifts, grants, pledges, commitments, and other aid and support from donors and grant-makers for the benefit and support of the University, its programs and mission. The Parties acknowledge that the “A” Club’s role described above is non-exclusive.

3.1.2 **“A” Club Duties.** In connection with and consideration of the foregoing acknowledgement, the “A” Club agrees that:

- a. The “A” Club shall create an environment conducive to increasing levels of private support for the mission and priorities of Alcorn State University.
- b. The “A” Club in consultation with the University President, is responsible for planning and executing comprehensive fund-raising and donor-acquisition programs in support of the institution’s mission. These programs include annual giving, major gifts, planned gifts, special projects, and campaigns as appropriate.
- c. The “A” Club will establish, adhere to, and periodically assess its gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the foundation and the university and provide appropriate recognition and stewardship of such gifts. Alcorn State University recognizes that the “A” Club bears major responsibility for fund-raising. University representatives will coordinate fund-raising initiatives including major gifts solicitations with the foundation.

3.1.3 **Stewardship.** The “A” Club agrees to use reasonable efforts to provide the University benefactors a superior donor experience through fulfillment of donor intentions, appropriate use of funds, and expressions of impact and gratitude. The “A” Club further agrees to ensure that donors shall receive receipts, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the “A” Club, and shall keep accurate and current records of all such contributions made directly to the University or to the “A” Club. Assets of the “A” Club shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of “A” Club records upon request. Such rights shall also be afforded to the IHL, if so desired. The “A” Club must

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

manage all funds in its control in a fiscally sound and prudent manner under generally accepted accounting policies and procedures.

3.1.4 **Contracts.** The “A” Club may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 5 years.

Section 3.2 **Audit.** The “A” Club shall maintain its financial and accounting records separate from the University, including thorough documentation of donor intent and in accordance with generally accepted accounting principles applicable for its industry. The “A” Club must cause to be prepared annual financial statements of the condition of the “A” Club, which shall include such detail as the IHL Board may from time to time require; The “A” Club must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the “A” Club’s annual financial statements; The “A” Club shall submit the audited financial statements, along with a list of “A” Club officers, directors or trustees, not later than five (5) months following the completion of the “A” Club’s fiscal year, to the affiliated university’s IEO and to IHL; However, the annual audited financial statements of some of the state institutions’ affiliated entities will be required for inclusion in the State of Mississippi’s Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board’s Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university’s IEO and to the IHL, along with a list of “A” Club officers, directors or trustees, by October 15 of each year; The IHL Board’s Associate Commissioner of Finance and Administration shall notify each such “A” Club of the applicability of the October 15 deadline to such “A” Club as far in advance of the deadline as possible each year; The CPA firm to be utilized by the “A” Club must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the IEO or his/her designee; However, at the request of the “A” Club, the IEO of a university, with the approval of the IHL Board, may grant a request of the “A” Club to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the “A” Club are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the “A” Club and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the “A” Club in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the “A” Club (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the “A” Club anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

Section 3.3 Copyrights. The “A” Club acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the “A” Club, including all such trademarks, service marks and trade names historically associated with the University.

Section 3.4 Conflict of Interest Policy. The “A” Club shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time entitled “Conflict of interest Transactions”, university conflict of interest policies, and which addresses transactions with university or entity staff.

Section 3.5 Endowment Building. The “A” Club will abide by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describes the method by which the “A” Club will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds. All gifts received by the “A” Club shall be receipted and deposited in a timely manner in accordance with the directive of the donor. Gifts made to the University shall be accounted for and ownership maintained by the University; gifts made to the “A” Club shall be accounted for and ownership maintained by the “A” Club. If a situation exists where the “A” Club has deposited a gift directly intended solely for the University, the “A” Club shall immediately deposit into the appropriate University account funds designated for such account.

There shall be no form of additional compensation for an IEO or any IHL system office employee to be underwritten or increased by the “A” club without the prior approval of the IHL Board. The request for approval shall come through the Commissioner to the IHL Board. As to other University employees, there is to be no form of additional compensation provided or paid by the “A” Club without the prior approval of the IEO. All such approvals by the IEO must be reported to the Board of Trustees at its next official meeting. This provision does not apply to transfers from the “A” club to Alcorn State University for items such as professorships, chairs, and other programmatic support that are paid directly to the university and included in its annual budget.

Section 3.6 Fundraising and Planned Giving. The “A” Club shall perform any and all other acts and activities on behalf of the University, as the “A” Club deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the “A” Club and IHL Board Policy. In order to perform duties herein this agreement, the “A” Club may use a reasonable percentage of the annual restricted funds, consistent with the restrictions thereon, assess fees for

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

services, or impose reasonable charges against managed funds to support its operations. The “A” Club shall inform the University of the implementation of, or changes to, any assessment of fees at least annually and more often if requested by the President of the University. The “A” Club must only accept or solicit gifts for the benefit of the University that are consistent with the University’s mission, goals or objectives as set out in the gift acceptance policy

Section 3.7 Legal Compliance. In connection with its performance under this Agreement, the “A” Club shall maintain, comply, and observe all applicable federal, state and local laws, rules and regulations. The “A” Club shall also comply with all state and federal agency rules and regulations, including Internal Revenue Service I.R.C. 501(c)(3), for nonprofit corporations.

Section 3.7.1 The President or Chairman of the “A” Club shall promptly notify the President of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

- a. The “A” Club has materially breached any of its contractual obligations under the Agreement;
- b. The “A” Club has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
- c. The “A” Club has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
- d. There has been a failure by the “A” Club or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the “A” Club;
- e. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the “A” Club or upon its status as a tax exempt organization; or
- f. The “A” Club has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the “A” Club, or any “A” Club controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for the “A” Club to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

ARTICLE IV. CONFIDENTIALTY

Section 4.1 **General.** If requested in writing by the University, the “A” Club shall provide any and all relevant information relating to the operation or management of the “A” Club or any funds contributed to, received by, expended by or managed by the “A” Club. The President shall promptly notify the Board and Commissioner of Higher Education if the “A” Club refuses or fails to provide any information requested by the President. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, or trade secrets associated with donors or entity functions (collectively, Confidential and Trade Secret Information), such information shall be treated as confidential by the University President and any designee who may acquire such information. The University is expected to take appropriate safeguards consistent with public record laws to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes with thirty (30) days’ notice to the “A” Club prior to release.

The University and “A” Club agree that the “A” Club’s donor and giving records and any other financial or commercial information possessed by the “A” Club or provided by the “A” Club to the University concerning individuals or corporations that provide “A” Club financial support are confidential and proprietary. Except for the provisions aforementioned and as required by IHL Board Policy, unless required to disclose such information by applicable law, the University and “A” Club agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the “A” Club.

ARTICLE V. WORKING RELATIONSHIP

Section 5.1 **Intended Perpetuity of Relationship.** The provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the “A” Club, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a subsidiary or a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37- 101-41, et seq. (1972), as amended. If the use/purpose of any such special

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

purpose entity ever changes, the special entity would then be required to comply with any and all provisions of the affiliation agreement between the University and any Entity which owns or controls the special purpose entity.

Section 5.2 Relationship. The President of the “A” club shall report directly to the “A” club Board of Directors. On at least an annual basis, the President of the “A” club shall seek input from the President of the University on the performance of the President of the “A” Club. The President of the “A” club shall also seek the University President’s input in the hiring compensation and termination of this position as such decisions are being made by the “A” club Board of Directors.

Section 5.3 The President of the A Club. The President of the A Club works with the board and the Director of Collegiate Athletics to develop administration strategies and systems that are effective and aligned with the “A” Clubs vision/mission and ensure that such strategies and systems are implemented well.

Section 5.3.1 Nothing contained herein shall be interpreted to prevent or limit the “A” Club’s ability to engage, hire, or employ independently employees, representatives, or independent contractors and provide reasonable compensation or fees for services rendered.

ARTICLE VI. INSURANCE

Section 6.1 The “A” Club shall maintain insurance coverage as deemed appropriate by the “A” Club’s Board of Directors, including the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such:

- a. The “A” Club shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.
- b. The “A” Club shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property to insure against the loss of the real property and any improvements associated with the insured premises.
- c. The “A” Club shall provide for the bonding of its officers and employees and shall maintain Directors and Officers Liability Insurance on members of its Board of Directors and officers, while performing as such.
- d. The “A” Club shall maintain Commercial Excess or Umbrella Coverage of \$4,000,000 in additional coverage in excess or over and above the basic coverage set forth above.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

- e. The “A” Club shall maintain Worker’s Compensation insurance, if required to so by applicable law, or such other insurance coverage as may be required by applicable law.
- f. If the “A” Club maintains any data or information subject to privacy laws, then the “A” Club shall maintain a cyber-liability insurance policy with commercially reasonable coverage limits based upon the activities of the “A” Club. Such policy shall cover breach response, forensic investigation, penalties associated with violations of privacy laws and regulations, liability, and legal defense costs. If the “A” Club accepts credit card payments, the cyber policy must also cover PCI penalties.
- g. The above-described liability policies shall name the University and the Board of Trustees of State Institutions of Higher Learning (IHL) as additional insureds, and such policies shall be primary to any program of self-insurance maintained by the University or IHL. Proof of coverage shall be mailed to IHL at: Office of Risk Management, 3825 Ridgewood Road, Jackson, MS 39211. Proof of coverage shall be provided to the University upon request.
- h. All policies of insurance shall meet or exceed the equivalent of a Best’s Rating of A-VIII.

ARTICLE VII. REPORTING

Section 7.1 Compensation Support. On a periodic basis, The “A” Club shall, by October 15 of each year during this Agreement, submit to the University’s President and chief financial officer and to the IHL its annual audited financial statements for the prior fiscal year. Such submission shall also include a list of “A” Club officers, directors or trustees. The “A” Club shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University employees, it being agreed that any such payments shall only be made through the University’s payroll system and with University President’s approval. Understanding that no form of additional compensation may be underwritten or increased for the University President or for any IHL system office employee without IHL Board approval, the “A” Club shall also provide documentation of approval from the IHL of any supplemental compensation provided to the University President or provided to the University for purposes of supplementing the President’s salary.

Section 7.2 Transparency Act. In order to facilitate transparency, the “A” Club shall also maintain on its website, for public and University inspection, a copy of this Agreement along with its annual report, form 990 tax return, and other documents related to the “A” Club’s mission and operations.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

Section 7.3 **Legal Process.** The President of the “A” Club shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the “A” Club has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The President of the “A” Club shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the President or Chairman of the “A” Club will immediately notify, in writing, the President of the University.

ARTICLE VIII. TERM, TERMINATION, AND MATERIAL BREACH

Section 8.1 **Term.** This Agreement shall commence upon the Effective Date and continue for a term of five (5) years commencing on _____, 20__.

Section 8.2 **Termination** This agreement may be terminated effective on May 31 at the conclusion of the then current term or renewal period or The University’s President may terminate this agreement with the prior approval of the IHL Board for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. In such case, the President/IEO must provide the “A” Club (90) days’ notice and work with the staff and board of the “A” Club in that period to cure the breach in advance of termination. In the event of termination the “A” Club 1) will remit all unrestricted gift funds to the university for one or more public purposes exclusively for the use and benefit of the university or to another entity designated by the President/IEO for one or more exempt purposes within the meaning for section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university, 2) cease to use the university’s name or registered marks or logos without the written approval of the President/IEO, and 3) provide the IHL, the university, or other entity designated by the IHL or President/IEO with any records, accounts, or other materials requested by the President/IEO or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

Section 8.3 **Dissolution.** Governing documents of the “A” Club, including but not limit to, article of incorporation, bylaws, or articles of organization provide that upon dissolution of the “A” Club all of its assets be transferred to the university for one or more public purposes exclusively for the use and benefit of the university or another entity identified by the President/IEO and approved by the IHL board or identified by the IHL board for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the university. Any exceptions to this requirement must be approved by the IHL board.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

ARTICLE IX. MISCELLANEOUS PROVISIONS

Section 9.1 **Notices.** Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand- delivered, when addressed as follows:

To the University:

To the Alcorn State University “A” Club Alumni Association:

Felecia M. Nave, Ph.D.
President
Alcorn State University
1000 ASU Drive #359
Lorman, MS 39096

Mr. Alvin Moore
President
Board of Directors
734 Sleepy Hollow Drive
Birmingham, AL 35214

With a courtesy copy to:
Alcorn State University Foundation
1000 ASU Drive #810
Lorman, MS 39096
Attention: Executive Director

Or to such other addressee as may be hereafter designated by written notice.

Section 9.2 **Construction and Binding Effect.** This agreement constitutes the entire agreement of the Parties and supersedes any prior agreements. The “A” Club’s obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the University and the “A” Club.

Section 9.3 **Law Governing Agreement.** This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi and IHL Board Policy.

Section 9.4 **Severability.** The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022

shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

Section 9.5 **Amendment, Changes, and Modifications.** This agreement may be amended, changed, modified, or altered only by an instrument in writing executed by both Parties.

Section 9.6 **Relationship to the Parties.** The parties agree that the “A” Club is not an agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

Section 9.7 **Assignment** This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

Section 9.8 **Waiver.** The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

Section 9.9 **Limitation of Liability.** Neither the University nor the “A” Club shall have any liability for the obligations, acts, or omissions of the other party. The parties agree that the “A” Club is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

Section 9.10 **Headings for Convenience.** The headings used herein are inserted for convenience only and do not describe, interpret, define or limit the scope, extent or intent of this Agreement.

Section 9.11 **Compliance with Laws.** In the performance of this Agreement, the “A” Club shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran’s status. The “A” Club agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

Section 9.12 **Entire Agreement** The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
AUGUST 18, 2022**

The Parties hereto have caused this AMENDED and RESTATED AFFILIATION AGREEMENT to be effective in their respective names and on their respective behalves by their respective duly authorized officer as of the Effective Date.

ALCORN STATE UNIVERSITY

THE ALCORN STATE UNIVERSITY “A”
CLUB ALUMNI ASSOCIATION

By: _____
Felecia M. Nave, Ph.D.
President

By: _____
Mr. Alvin Moore
President, Board of Directors

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

4. **SYSTEM – APPROVAL TO HIRE BALCH & BINGHAM, LLP AS OUTSIDE COUNSEL**

The IHL System Office requests approval to enter into a contract for professional legal services with the law firm of Balch & Bingham, LLP as outside counsel to review and advise on various federal and state statutes, guidelines, guidance, rules, regulations and other criteria required in order for IHL and its staff to make determinations, certifications and representations required of IHL under H.B. 1005 and H.B. 1521 in order to properly and legally administer the Nursing and Respiratory Therapy Education Incentive Program, as well as review and process applications for possible participants in the Program if and when requested by IHL. The contract term is two years from September 1, 2022 through August 31, 2024. Hourly rates are \$295 for partners, \$225 for associate attorneys, \$135 for paralegal services, \$135 for reviewer services and \$50 for clerical services, with a maximum amount payable of \$100,000. This firm carries professional liability insurance coverage in the amount of \$30,000,000 per claim with an annual aggregate of \$60,000,000. This request has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
August 18, 2022**

APPROVAL OF PERSONNEL ACTION REQUESTS

1. **Employment**

Mississippi University for Women

Bobby Fuller; *rehired retiree*; Visiting Department Chair of Education; salary \$41,600 per annum, pro rata; E&G Funds; 10-month contract; effective August 1, 2022

Mississippi Valley State University

- 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 15, 2022
- 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 15, 2022
- 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, 2022
- 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, 2022
- 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 15, 2022
- 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 15, 2022
- Raymond Williams; *rehired retiree*; Professor of Math, Computer and Information Science; salary of \$33,930 per annum, pro rata; E&G Funds; 9-month contract; effective August 15, 2022

2. **Change of Status**

Mississippi University for Women

Brandy Larmon; *from* Department Chair of Associate Nursing; salary \$92,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean of the College of Nursing and Health Sciences; salary \$130,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2022

3. **Sabbatical**

Jackson State University

Dal Didia; Professor of Economics; *from* salary \$102,000 per annum, pro rata; E&G funds; 9-month contract; *to* salary \$51,000 for sabbatical period; E&G funds; August 10, 2022 to May 1, 2023; professional development

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
August 18, 2022

Mississippi State University

FROM: Alexandra Hui; Associate Professor of History; *from* salary of \$78,370.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$39,185.00 for sabbatical period; E&G Funds; effective August 16, 2022 to May 15, 2023; professional development [*Originally approved by IHL Board February 17, 2022*]

CORRECTED: Alexandra Hui; Associate Professor of History; *from* salary of \$78,370.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$39,185.00 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development

University of Mississippi

FROM: Melissa Ginsburg; Associate Professor of English and Creative Writing; *from* salary \$71,151 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$35,575 per annum, pro rata during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022 and January 23, 2023 to May 13, 2023; professional development [*Originally approved by IHL Board February 17, 2022*]

TO: Melissa Ginsburg; Associate Professor of English and Creative Writing; salary \$71,151 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
AUGUST 18, 2022**

1. **BLUE MOUNTAIN COLLEGE – APPROVAL OF STAGE II – QUALIFY FOR INITIAL ACCREDITATION OF A PROFESSIONAL NURSING PROGRAM (PERMISSION TO ADMIT STUDENTS)**

In accordance with (a) and (b), Miss. Code (1991 Supp. §37-129-1, et seq. which “*empowers the Board of Trustees of State Institutions of Higher Learning to establish rules and regulations and promulgate uniform standards for accreditation of schools of nursing.*”

In accordance with Mississippi Code, approval is requested for Stage II Application - qualify for initial accreditation of a professional nursing program (permission to admit students) for Blue Mountain College.

Blue Mountain College completed the first stage in the process of establishing a registered nursing program, which was approved by the Board on March 18, 2021, for a new baccalaureate degree nursing program. Blue Mountain College has completed the second stage in the process and submitted a completed application and supporting evidence to qualify the program for initial accreditation and allow admission of students.

The second stage includes hiring a qualified nursing education program director, qualified nursing faculty and staff, and developing the philosophy, mission, goals, expected program outcomes, curriculum, approved budget, organizational chart, admission, promotion, and graduation policies, systematic plan for evaluation, adequate support services, approved clinical affiliation agreements, and fiscal, physical, technological and learning resources. Blue Mountain College submitted a progress report in February 2022 and an application with a self-study report and supporting documents in June 2022 that provided evidence of meeting the requirements for Stage II. A state site visit team composed of representatives from the Accreditation Review and Evaluation Committee of the Mississippi Council of Deans and Directors of Schools of Nursing and Director of Nursing Education made a visit on July 14, 2022, to validate the application for initial accreditation and all materials pertaining to the proposed nursing program. It was determined that the criteria for Stage II have been satisfactorily met.

A recommendation of approval of Stage II allows the school to admit students and to progress to the last stage, which is qualifying for full accreditation. Stage III requires that a site visit be scheduled with Board staff during the last semester of the first graduating class (Fall 2024) and in conjunction with the initial national nursing accreditation site visit.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
August 18, 2022

1. **UM – REQUEST FOR APPROVAL OF A BOND RESOLUTION AND FORM OF BOND DOCUMENTS FOR THE UNIVERSITY OF MISSISSIPPI EDUCATIONAL BUILDING CORPORATION FOR A PAR VALUE NOT TO EXCEED \$75 MILLION FOR THE JIM AND THOMAS DUFF CENTER FOR SCIENCE AND TECHNOLOGY INNOVATION**

Agenda Item Request: The University of Mississippi requests approval for a bond resolution and form of bond documents to issue long-term, fixed rate, tax-exempt bonds through the University of Mississippi Educational Building Corporation. These bonds will be issued in one or more series and have a maximum aggregate principal amount of \$75 million. The funds will be used to construct the Jim and Thomas Duff Center for Science and Technology Innovation (CSTI) and pay issuance costs. UM requests approval of the Board Resolution.

Following are the professionals:

Bond Counsel – Butler Snow LLP

Underwriter – Raymond James & Associates, Inc.

Financial Advisor – Hilltop Securities

History: The CSTI project design was initiated with the IHL in January 2015. Additional approvals of project budgets were granted in October 2015, May 2017, and May 2021. In June 2021, the Board reviewed the financial advisor’s report provided by Hilltop Securities related to the CSTI, and approved bond counsel, underwriter, and financial advisor.

Purpose: The University is constructing a new 4-story STEM Building in the Science District on Campus to meet the STEM need. The building is 202,000 gross square feet and includes undergraduate teaching laboratories, lecture halls, faculty offices, and student spaces.

Specific Type of Contract: Long-term and intermediate-term fixed rate bonds

Scope of Work: The bond issue includes funds for construction of the Jim and Thomas Duff Center for Science and Technology Innovation and payment of issuance costs. Hilltop Securities is the financial advisor. Bond Counsel is Butler Snow LLP, and the Senior Underwriter is Raymond James & Associates, Inc.

Term of Contract: Long-term bonds will be issued with maturities of up to 30 years.

Termination Options: The bond issue documents contain redemption provisions which can be used in case of market changes.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
August 18, 2022**

Contract Amount: UM expects to issue up to a maximum of \$75,000,000 par value in fixed rate, tax-exempt bonds to support the construction of CSTI, cost of issuance, and the underwriter's discount.

Based on the Financial Advisor's report dated August 18, 2022, the total proposed debt of \$75 million will have an estimated annual average debt service of \$4,747,448 with an estimated true interest cost of 4.71%.

Funding Source for Contract: Capital Improvement Fee revenue and private gifts

STAFF RECOMMENDATION: Based on Board Policy 906, "(t)he institution shall submit the report of the Financial Advisor and the request for a project initiation to the Board for approval. The request must state the institution's intent, justify the need for the project and give an estimate of the total construction budget. The request must also include naming the design professionals, bond counsel and senior underwriter(s) selected by the board of the educational building corporation." The university presented the Financial Advisor's report and received approval of project professionals at the June 2021 meeting.

Board Policy 906 states further "(f)ollowing the Board's approval of the project initiation, the institution shall return to the Board at a subsequent meeting and present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations for the specific project." The university is now requesting approval for the bond resolution granting permission to issue up to \$75 million in bonds through the UM Educational Building Corporation.

Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

2. **SYSTEM- REQUEST FOR APPROVAL TO AMEND BOARD POLICY 706.01
FEDERAL FUNDS AND CONTRACTS, TO WAIVE FIRST READING, AND
ADOPT FOR FINAL APPROVAL**

Agenda Item Request: The Board office requests approval to amend Board Policy 706.01 Federal Funds and Contracts, to waive the first reading, and to adopt for final approval. The proposed amendment clarifies that institutions may apply for Federal funds that support any part of institutional operations and is not limited to only the educational operations of the institutions. The proposed changes are below.

706 FEDERAL FUNDS AND CONTRACTS

706.01 GENERAL POLICY

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
August 18, 2022

Each institution is authorized to apply for federal funds for **educational** purposes **that support the institution** provided that no agency of the federal government shall by virtue of federal contracts acquire any supervisory or administrative control over any institution or any unit or department of any institution. All receipts and expenditures shall be budgeted and reported annually.

STAFF RECOMMENDATION: Board staff recommends approval of this item. Board staff recommends that the first reading requirement in Board Policy 201.0302 “Procedures for Changing Board Policies and Adopting new Policies” be waived and that the Board adopt for FINAL approval.

3. SYSTEM – REQUEST FOR APPROVAL TO AMEND FISCAL YEAR 2024 PROPOSED FUNDING PRIORITIES FOR STUDENT COUNSELING AND WELLNESS

Agenda Item Request: At the June 2022 meeting, the Board approved a request to fund a special project for Mental Health Assistance in the amount of \$2.5 million. Due to further project needs, the system office requests approval to request \$5 million from the Mississippi Legislature to fund this special project. Proposed funding priorities are required for the 2024 Legislative Budget Request (LBR). Additional detail for this funding priority will be presented under a separate cover.

History: In the fall of 2021, the Office of the Governor commissioned a mental health needs assessment to determine the extent of mental health concerns, the utilization of mental health services, and how telehealth expansion could address gaps in care for students in the Mississippi university system. The needs assessment included participation of over 1,800 students. The assessment found that 60% of students experienced clinically significant concerns with depression, 51% experienced anxiety, and 22% experienced suicidal ideation. Only 27% of students sought any type of mental health services with the last year.

Purpose: The proposed funding of \$5 million will be used at UMMC to develop mental health services through telehealth and provide stress management skills to assist counselling services provided at all IHL institutions. Funding will be used to hire mental health professionals and counsellors, to train additional counsellors, and to cover the cost of supplies and health care delivery platforms.

STAFF RECOMMENDATION: Based on Board Policy 701.03, Budget and Planning Priorities, the Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit an annual statement of system planning and budget priorities for consideration and approval by the Board. Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
August 18, 2022

4. UMMC – REQUEST FOR APPROVAL TO AMEND A MASTER AGREEMENT WITH ABBOTT LABORATORIES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Master Agreement (“Agreement”) with **Abbott Laboratories, Inc.** (Abbott). The amendment is to extend the term, remove the Abbott Architect i1000, add Indemnification language, Information Security language, and a product commitment to the Agreement. The Agreement is for the lease of two (2) Abbott Architect i2000 analyzers and one (1) Abbott Architect i1000 Analyzer, service for the leased analyzers, and the purchase of related supplies needed for diagnostic testing. The instruments and associated supplies are used by UMMC to test for sepsis and infectious diseases that may be transmitted through blood or blood products. UMMC also requests approval to substitute, add, or remove reagents and/or kits covered by the agreement without requiring prior submission for Board approval, as long as it does not increase the approved expenditure level.

Contractor’s Legal Name: Abbott Laboratories, Inc.

History of Contract: On June 20, 2019, the Board approved a three (3) year and (2) month agreement for the lease of three (3) Abbott Architect Analyzers, service for the leased analyzers, and the purchase of related supplies needed for diagnostic testing. The agreement will expire August 31, 2019, unless extended.

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

Purpose: The purpose of the amendment is to extend the term, remove the Abbott Architect i1000, add Indemnification language, Information Security language, and a product commitment to the Agreement. The purpose of the Agreement is to lease two (2) Abbott Architect i2000 analyzers, to provide service for the leased analyzers, and to purchase related supplies needed for diagnostic testing. The instruments and associated supplies are used by UMMC to test for sepsis and infectious diseases that may be transmitted through blood or blood products.

Scope of Work: Under this amended Agreement, Abbott will continue to provide:

- the lease of two (2) Architect i2000 instruments;
- service for two (2) Architect i2000 instruments;
- supplies for use with two (2) Architect i2000 instruments;
- training on the use of the equipment.

Under the amended Agreement, UMMC will commit to buy a certain amount of reagents per year.

Term of Contract: The term of this amended agreement is five (5) years and three (3) months, from July 1, 2019, through September 30, 2024. The original agreement was

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
August 18, 2022

expected to be for a term of three (3) years and two (2) months beginning July 1, 2019 through 3 years from the date the equipment was operational, which was expected to be August 31, 2019. The amendment extends the term for an additional two (2) years and one (1) month through September 30, 2024.

Termination Options: Termination options include the following:

- by Abbott due to UMMC's unauthorized use of the products;
- for a material breach by either party under the agreement upon sixty (60) days written notice of opportunity to cure by the non-breaching party;
- at any time by either party upon ninety (90) days written notice;
- by UMMC in the event Abbott is unable to provide available products or provide acceptable replacement products for longer than six (6) months; and
- due to a reduction of funds.

Contract Amount: The total estimated cost over the extended term of the Agreement is \$5,100,000.00. The total estimated cost of the original agreement was \$2,948,966.94. The first amendment will add \$2,151,033.06 to the total amended cost.

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

Contractor Selection Process: UMMC is currently contracted with Abbott.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

5. UMMC – REQUEST FOR APPROVAL TO AMEND A LICENSE AND SUPPORT AGREEMENT WITH EPIC SYSTEMS CORPORATION

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment No. 31 to the License and Support Agreement with **Epic Systems Corporation (Epic)** to add license volumes and maintenance support for the current program property. This increase will allow UMMC to add Memorial Health System to its Community Connect Program. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment of license fees for the additional program property.

Contractor's Legal Name: Epic Systems Corporation

History of Contract: On August 19, 2010, the Board approved the original License and Support Agreement with Epic for licensing and support of UMMC's electronic health record. The agreement subsequently has been amended upon Board approval. The term of the amended agreement is nine (9) years, from August 23, 2010, through August 22,

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
August 18, 2022

2024, with an estimated total cost of \$105,083,182.99. A complete history of the Epic contract is on file at the Board office.

Specific Type of Contract: This is Amendment No. 31 to the License and Support Agreement.

Purpose: The purpose of Amendment No. 31 to the License and Support Agreement with Epic Systems Corporation (Epic) to add license volumes and maintenance support for the current program property. This increase will allow UMMC to add Memorial Health System to its Community Connect Program.

Scope of Work: Under Amendment No. 31, Epic will:

- Provide the software license and support for the license program property under the current agreement; and
- Provide ongoing maintenance and support for the licenses.

Term of Contract: The term of Amendment No. 31 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024.

Termination Options: The License and Support Agreement may be terminated as follows:

- Upon ninety (90) days' notice prior to the end of an annual term;
- Breach due to failure of system to operate properly after warranty, provided a forty-five (45) day warranty period is allowed for Epic to cure such breach;
- Upon notice of infringement claim against Epic, if Epic is unable to modify the infringing program property or to provide UMMC with an appropriate replacement program;
- Upon bankruptcy, insolvency and the like;
- Upon material breach of the agreement after the breaching party has been allowed sixty (60) days to cure the breach after receiving written notice of the breach.

Contract Amount: The estimated total cost for Amendment 31 is \$13,805,750.00. The total cost of the Agreement is \$118,888,932.99.

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

Contractor Selection Process: UMMC is currently contracted with Epic.

STAFF RECOMMENDATION: Pending approval by the Attorney General's Office, Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
AUGUST 18, 2022**

1. **USM – APPROVAL TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF HATTIESBURG, MISSISSIPPI AND FORREST COUNTY, MISSISSIPPI**

The University of Southern Mississippi requests approval to enter into an Interlocal Agreement with the City of Hattiesburg, Mississippi and Forrest County, Mississippi, to establish a protocol for and define the respective responsibilities and obligations of each party with respect to their joint and cooperative efforts to provide law enforcement within 500 feet of the property owned by the University. The Agreement is effective upon agreement and approval by the Attorney General and the IHL Board and will terminate upon the request of either party with 60 days written notice of such termination to all other parties to the Agreement. The Attorney General’s Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

**INTERLOCAL AGREEMENT
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
HATTIESBURG, MISSISSIPPI
AND
FORREST COUNTY, MISSISSIPPI**

This INTERLOCAL COOPERATIVE AGREEMENT (“Agreement”) is executed by and between THE UNIVERSITY OF SOUTHERN MISSISSIPPI (“University”), HATTIESBURG, MISSISSIPPI (“City”) and FORREST COUNTY, MISSISSIPPI (“County”) and is effective as of the _____ day of _____, 2022.

WITNESSETH:

Whereas, Mississippi Code Annotated §17-13-7 authorizes all local government units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities; and

Whereas, the County and City are authorized to enter into this Agreement pursuant to Mississippi Code Annotated §17-13-7, and the County and City may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

Whereas, the University is authorized to enter into this Agreement pursuant to Mississippi Code Annotated §37-105-3 to perform those functions or services contemplated by this Agreement; and

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
AUGUST 18, 2022**

Whereas, the County, City and the University (“the Parties”) desire to enter into an Interlocal Agreement for the purpose of specifying the individual and joint duties of the Parties to enforce the law within 500 feet of any property owned by the University; and

Whereas, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their mutual benefit;

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

I. PURPOSE.

The purpose of this Interlocal Agreement is to establish a protocol for and define the respective responsibilities and obligations of the Parties with respect to their joint and cooperative efforts to provide law enforcement within 500 feet of the property owned by the University.

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES.

- A. A separate entity or administrative body is not created under this Cooperative Agreement.
- B. The City hereby covenants, warrants and agrees as follows:
 - 1. To defer primary law enforcement responsibility to the University on all property physically owned and controlled by the University; and
 - 2. To have primary law enforcement responsibility on all property physically located in the City limits within 500 feet of the property owned and controlled by the University.
- C. The County hereby covenants, warrants and agrees as follows:
 - 1. To defer primary law enforcement responsibility to the University on all property physically owned and controlled by the University; and
 - 2. To have primary law enforcement responsibility on all property located outside the City limits, but within the County, and within 500 feet of the property owned and controlled by the University.
- D. The University hereby covenants, warrants, and agrees as follows:

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
AUGUST 18, 2022**

1. To defer primary law enforcement responsibility to the City on all property physically located within 500 feet of property owned and controlled by the University that is located within the City limits; and
2. To defer primary law enforcement responsibility to the County on all property physically located within 500 feet of the property owned and controlled by the University that is located outside of the City limits but within Forrest County; and
3. To have secondary law enforcement responsibility for the purpose of providing assistance to the County and City within 500 feet of the property owned and controlled by the University; and
4. To control traffic on streets in conjunction with the City before and after special events; and
5. To have concurrent primary jurisdiction on roads and streets within 500 feet of University Property within the County; and
6. To develop a map to provide to the County and City showing all University Property within the City and County and all property within 500 feet of such University property.

III. EFFECTIVE DATE AND DURATION.

Pursuant to Mississippi Code Annotated § 17-13-11, this Interlocal Agreement will not become effective until it has been approved by the Attorney General's Office and has been filed with the Chancery Clerk and the Secretary of State. This agreement will remain in effect until amended or terminated by the parties.

IV. AMENDMENTS & TERMINATION.

This Interlocal Agreement may only be amended in writing as mutually agreed upon by the Parties. This Interlocal Agreement may be terminated by any Party with 60-days written notice to the other Parties.

V. SEVERABILITY.

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
AUGUST 18, 2022**

VI. AUTHORITY.

Authority for this Agreement has been granted by the Mississippi State Legislature pursuant to §17-13-7 and 37-105-3 of the Mississippi Code.

SO EXECUTED AND AGREED THIS ____ day of _____, 2022.

THE UNIVERSITY OF SOUTHERN
MISSISSIPPI

By: _____
Dr. Joseph S. Paul, Interim President

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Toby Barker, Mayor

FORREST COUNTY, MISSISSIPPI

By: _____
David Hogan, President, Board of Supervisors

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
AUGUST 18, 2022**

1. **MSU – INTENT TO OFFER EXISTING DEGREE PROGRAMS 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 Science (MS) in Counselor Education (Concentration in Clinical Mental Health Counseling)**

Total credit hours: 60

CIP Code, Sequence: 13.1101, 4097

Cost to offer by distance learning: \$10,000

Effective date: August 2022

B. **Master of Science (MS) in Counselor Education (Concentration in Rehabilitation Counseling)**

Total credit hours: 60

CIP Code, Sequence: 13.1101, 4097

Cost to offer by distance learning: \$10,000

Effective date: August 2022

2. **MSU – INTENT TO OFFER CERTIFICATE PROGRAMS**

A. Certificate program title: **Athlete Engineering**

Responsible academic unit: Department of Industrial & Systems Engineering

Level: post-baccalaureate

Total credit hours: 12

CIP code: 14.9999

Effective date: August 2022

Rationale: The Athlete Engineering certificate combines human performance courses, analytical techniques, and performance technology to evaluate human behavior and develop solutions to prevent and control injuries and illnesses as well as design rehabilitation strategies.

B. Certificate program title: **Public Procurement**

Responsible academic units: Department of Political Science and Public Administration

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
AUGUST 18, 2022**

Level: post-baccalaureate
Total credit hours: 12
CIP code: 44.0401
Effective date: August 2022

Rationale: The Public Procurement certificate will position the student to be a competent and knowledgeable participant and stakeholder in their entity’s procurement and contract management function.

3. 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 2021–2022, 95% of full-time faculty received an annual evaluation. Forty-two (42) faculty were triggered for a post tenure review. Zero (0) faculty are participating in a faculty development plan.

Number of Full-time Faculty	Number of Full-time Faculty Evaluated	Number of Tenured Faculty	Number of Tenured Faculty Triggering Post Tenure Review Process	Maximum Length of Faculty Development Plan	Number of Tenured Faculty in Faculty Development Plan	Number of Tenured Faculty Completing Development Plan		Tenured Faculty Separated from Employment as a Result of the Post Tenure Review Process
						Successful	Unsuccessful	
Alcorn State University								
121	107	50	0	3 years	0	0	0	0
Delta State University								
154	150	62	0	2 years (3 rd optional)	0	N/A	N/A	0
Jackson State University								
303	259	166	10	2 years	0	N/A	N/A	0
Mississippi State University								
1080	1066	499	19	3 years	0	N/A	N/A	0
Mississippi University for Women								
153	153	66	0	4 years	0	N/A	N/A	0

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
AUGUST 18, 2022**

Mississippi Valley State University								
192	192	90	3	2 years	0	N/A	N/A	0
University of Mississippi								
917	854	429	0	3 years	0	N/A	N/A	0
University of Mississippi Medical Center								
936	869	214	10	1 year	0	N/A	N/A	0
University of Southern Mississippi								
623	623	328	0	2 years	0	N/A	N/A	0
System Totals								
4,479	4,273	1,904	42	1-4 years	0	N/A	N/A	0

DSU – 3 full-time faculty did not receive an annual evaluation because they resigned/terminated; 1 faculty retired 12/21 and annual evaluations occurred in 5/22.

JSU – 15 faculty serve in administrative positions and are evaluated using the Staff Eval Instrument; 1 faculty was terminated; 1 faculty member was on approved medical leave; 6 were not evaluated due to “technical issues;” 21 were not evaluated due to personal emergency of the chair.

MSU – 3 faculty will apply for tenure in 22-23 due to hire date or Covid-19 extension; 1 retirement; 3 voluntary separations effective 12/31/21.

UM – 19 administrators are on the quadrennial review cycle; 11 faculty resignations; 23 retirements.

UMMC – 43 faculty members hired on or after 7/1/21 so not included in annual review process for 2021; 20 promoted to faculty on or after 7/1/21 so not included in annual review process for 2021; 1 faculty separation as a result of contract non-renewal; 3 faculty members on leave.

4. SYSTEM – ANNUAL REPORT ON FACULTY TENURE

In 2016–2017, IHL institutions hired 177 tenure-track faculty members. As of the 2021–2022 academic year, 40% were awarded tenure from the 2016–2017 cohort.

Institution	Number Hired (2016-2017)	Number Applied for Tenure	Number Awarded Tenure	Percentage Awarded who Applied for Tenure	Number of Cohort Received Tenure	Percentage of Cohort Awarded Tenure
Alcorn State University	5	5	4	80%	4	80%
Delta State University	9	3	3	100%	0	33%

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
AUGUST 18, 2022**

Jackson State University	11	4	4	100%	3	36.60%
Mississippi State University	59	32	32	100%	31	47.24%
Mississippi University for Women	3	3	3	100%	3	100%
Mississippi Valley State University	1	1	1	100%	0	100%
University of Mississippi	47	20	20	100%	12	26%
University of MS Medical Center	8	10	10	100%	1	12.50%
University of Southern Mississippi	32	20	20	100%	20	62.50%
**System Totals	175	98	96	98%	74	42%

JSU – 8 faculty were granted a 12-month extension due to Covid-19. 1 faculty member was part of the 2015-16 Cohort and was granted a 12-month extension and is included in these numbers.

MSU – 1 faculty changed to a non-tenure position effective 1/1/22 making him no longer tenure eligible.

USM – 2 Covid-19 extensions, 7 separated, 2 deferrals; 1 denied

5. 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.

CIP	Type	Academic Program	Location	Hours
Alcorn State University				
51.1601	ASN	Associate Degree Nursing (ASN)	Natchez Campus	64
51.1601	BSN	BS in Nursing Program	Natchez Campus	60
		Generic Nurse Educator Program Option	Natchez Campus/Online	34*
51.1601	MSN	Graduate Nursing Program	Natchez Campus/Online	44
		Family Nurse Practitioner Program Option	Natchez Campus/Online	35
		Nurse Educator Program Option	Natchez Campus/Online	35
51.1601	DNP	Doctor of Nursing Practice Program	Natchez Campus/Online	36
52.0201	MBA	Master of Business Administration (General Business)	Natchez Campus	36
*Twenty-six (26) hrs of credit awarded as credit-by-examination (new curriculum)				
7 Off-Campus Programs Offered by Alcorn State University				

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
AUGUST 18, 2022**

Jackson State University				
College of Health Science				
44.0701	MSW	Master of Social Work	Universities Center	57
44.0701	PhD	PhD in Social Work	Universities Center	51
51.0299	BS	Communicative Disorders (Old Curriculum)	Jackson Medical Mall	43
51.0299	BS	Communicative Disorders (New Curriculum)	Jackson Medical Mall	48
51.0299	MS	Communicative Disorders	Jackson Medical Mall	52
51.0701	BS	Healthcare Administration	Jackson Medical Mall	57
51.2201	MPH	Master of Public Health	Jackson Medical Mall	45
51.2201	DrPH	Doctor of Public Health	Jackson Medical Mall	60
College of Education and Human Development				
13.0406	PhD	Urban Higher Education	MS e-Center	60
24.0102	BUS	University Studies (C2C)	Universities Center	44
30.9999	BS	Professional Interdisciplinary Studies	Universities Center	44
College of Liberal Arts				
09.0102	BS	Journalism and Media Studies	MS e-Center	45-48
09.0102	MS	Journalism and Media Studies	MS e-Center	30
44.0401	MPPA	Public Policy and Administration	Downtown Campus	42-45
44.0401	PhD	Public Administration	Downtown Campus	60
15 Off-Campus Programs Offered by Jackson State University				
Mississippi State University				
09.0101	BA	Communication	Meridian Campus	62
13.0101	EdS	Education (Counselor Education)	Meridian Campus	30
13.0101	EdS	Education (Elementary Education)	Meridian Campus	30
13.0101	EdS	Education (School Administration)	Meridian Campus	40
13.0101	EdS	Education (Teacher Leadership)	Meridian Campus	30
13.0401	MS	Educational Leadership (School Administration)	Meridian Campus	33
13.0401	MS	Educational Leadership (Teacher Leadership)	Meridian Campus	30
13.0407	MAT	Community College Education	Meridian Campus	30
13.1101	MS	Counselor Education (School Counseling)	Meridian Campus	60
13.1101	MS	Counselor Education (Clinical Mental Health)	Meridian Campus	60
13.1202	BS	Elementary Ed. (Early Childhood; Middle School)	Meridian Campus	63
13.1202	MS	Elementary Education	Meridian Campus	33
13.1205	MAT-M	Education (Middle School Alternate.Route)	Meridian	36
13.1205	MAT- S	Secondary Education (Alternate.Route)	Meridian Campus	30
23.0101	BA	English	Meridian Campus	62
24.0101	BA	General Liberal Arts	Meridian Campus	62
30.9999	BS	Interdisciplinary Studies	Meridian Campus	62
42.0101	BA	Psychology	Meridian Campus	60
44.0701	BSW	Social Work	Meridian Campus	62

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
AUGUST 18, 2022**

45.0401	BA	Criminology	Meridian Campus	62
51.0701	BAT	Bachelor of Applied Technology (Event and Hospitality Services)	Meridian Campus	60
51.0912	MS	Physician Assistant Studies	Meridian Campus	108
52.0201	BBA	Business Administration	Meridian Campus	62
52.0201	MBA	Business Administration	Meridian Campus	All
52.0301	BAccy	Accountancy	Meridian Campus	62
54.0101	BA	History	Meridian Campus	62
14.1001	BS	Electrical Engineering	Gulf Coast Campus, Gautier	65
14.3501	BS	Industrial Engineering	Gulf Coast Campus, Gautier	65
14.1901	BS	Mechanical Engineering	Gulf Coast Campus, Gautier	64
04.0201	BArch	Architecture (fifth year)	Jackson, MS	30
04.0201	MS	Graduate Certificate	Gulf Coast Community Design Studio; Biloxi, MS	18
51.2401	DVM	Doctor of Veterinary Medicine	Flowood and Pearl, MS	1-4
51.2401	DVM	Doctor of Veterinary Medicine	Starkville, MS (Veterinary Specialty Center, Stark Road)	4
51.2401	DVM	Doctor of Veterinary Medicine	Institute for Marine Mammal Studies (IMMS), Gulfport, MS	1-4
51.2401	DVM	Doctor of Veterinary Medicine	Aquatic Laboratory, Stoneville, MS	1-4
35 Off-Campus Programs Offered by Mississippi State University				
Mississippi University for Women				
51.1601	BSN	RN to BSN Advanced Placement Option	Tupelo, MS	45
51.1601	BSN	Nursing Electives	Tupelo, MS	15
2 Off-Campus Programs Offered by Mississippi University for Women				
The University of Mississippi				
09.0702	BS	Journalism (emphasis in Integrated Marketing Communication)	Tupelo	62
13.0301	EdS	Educational Specialist (Curriculum and Instruction)	Tupelo	30
13.0401	EdS	Leadership K-12 Administration	Tupelo	30
13.1101	MEd	Education (Counselor Education-Community Counseling)	Tupelo	60
13.1101	MEd	Education (Counselor Education-School Counseling)	Tupelo	48
22.0103	BLS	Law Studies	Tupelo	60
24.0199	BA	Interdisciplinary Studies	Tupelo	60
42.0101	BA	Psychology	Tupelo	60
43.0107	MCJ	Criminal Justice	Tupelo	30
44.0701	BSW	Social Work	Tupelo	60
52.0201	BBA	Business (MIS)	Tupelo	60
52.0301	Baccy	Accountancy	Tupelo	62
13.0302	MEd	Education (Elementary)	Tupelo and Booneville	30
13.0499	MEd	Educational Leadership (K-12)	Tupelo and Booneville	30
13.1202	BAE	Education (Elementary)	Tupelo and Booneville	61
24.0102	BUS	University Studies	Tupelo and Booneville	30
30.0000	BGS	Multi-Disciplinary Studies	Tupelo and Booneville	60

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
AUGUST 18, 2022**

43.0107	BSCJ	Criminal Justice (emphases in Corrections, Homeland Security, and Law Enforcement)	Tupelo and Booneville	60
51.0000	BA	Allied Health Studies	Tupelo and Booneville	60
52.0201	BBA	General Business	Tupelo and Booneville	60
52.0201	BBA	Business (Management)	Tupelo and Booneville	60
52.0801	BBA	Business (Finance)	Tupelo and Booneville	60
52.1499	BBA	Business (Marketing)	Tupelo and Booneville	60
09.0702	BS	Journalism (emphasis in Integrated Marketing Communication)	Southaven	62
13.0301	EdS	Educational Specialist (Curriculum and Instruction)	Southaven	30
13.0302	MEd	Education (Elementary)	Southaven	30
13.0401	EdS	Leadership K-12 Administration	Southaven	30
13.0499	MEd	Educational Leadership (K-12)	Southaven	30
13.1202	BAE	Education (Elementary)	Southaven	61
22.0103	BSLS	Law Studies	Southaven	60
24.0102	BUS	University Studies	Southaven	30
24.0199	BA	Interdisciplinary Studies	Southaven	60
30.0000	BGS	Multi-Disciplinary Studies	Southaven	60
42.0101	BA	Psychology	Southaven	60
43.0107	BSCJ	Criminal Justice (emphases in Corrections, Homeland Security, and Law Enforcement)	Southaven	60
43.0107	MCJ	Criminal Justice	Southaven	30
44.0701	BSW	Social Work	Southaven	60
51.0000	BA	Allied Health Studies	Southaven	60
52.0201	BBA	General Business	Southaven	60
52.0201	BBA	Business (Management)	Southaven	60
52.0201	BBA	Business (MIS)	Southaven	60
52.0301	Baccy	Accountancy	Southaven	62
52.0801	BBA	Business (Finance)	Southaven	60
52.1499	BBA	Business (Marketing)	Southaven	60
13.0301	EdS	Educational Specialist (Curriculum and Instruction)	Grenada	30
13.0302	MEd	Education (Elementary)	Grenada	30
13.0401	EdS	Leadership K-12 Administration	Grenada	30
13.0499	MEd	Educational Leadership (K-12)	Grenada	30
13.1202	BAE	Education (Elementary)	Grenada	61
13.1202	MEd	Education (Elementary)	Grenada	30
24.0102	BUS	University Studies	Grenada	30
30.0000	BGS	Multi-Disciplinary Studies	Grenada	60
43.0107	MCJ	Criminal Justice	Grenada	30
43.0107	BSCJ	Criminal Justice (emphasis in Law Enforcement)	Grenada	60
51.0000	BA	Allied Health Studies	Grenada	60
52.0201	BBA	General Business	Grenada	60
13.1202	BAE	Education (Elementary)	Rankin	61
57 Off-Campus Programs Offered by University of Mississippi				

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 INFORMATION AGENDA
 ACADEMIC AFFAIRS
 AUGUST 18, 2022**

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				
13.1316	PhD	Science Education	Gulf Coast Research Laboratory	1
13.1316	PhD	STEM Education	Gulf Coast Research Laboratory	1
24.0199	BS	Exploratory Studies	Gulf Coast Research Laboratory	17
24.0199	BS	Undeclared – General Studies	Gulf Coast Research Laboratory	17
26.0101	BS	Biological Sciences	Gulf Coast Research Laboratory	7
26.1302	MS	Coastal Sciences	Gulf Coast Research Laboratory	34
26.1302	PhD	Coastal Sciences	Gulf Coast Research Laboratory	23
26.1302	BS	Marine Biology	Gulf Coast Research Laboratory	18
29.0306	CP18	Uncrewed Maritime Systems (UG)	Marine Research Center	22
29.0306	CP18	Unmanned Marine Systems (UG)	Marine Research Center	22
29.0306	CP18	Unmanned Maritime Systems (UG)	Marine Research Center	22
13.1316	PhD	Science Education	Stennis Center	1
14.2401	BS	Ocean Engineering	Stennis Center	1
40.0607	MS	Hydrographic Science	Stennis Center	38
40.0607	BS	Marine Science	Stennis Center	9
40.0607	MS	Marine Science	Stennis Center	24
40.0607	PhD	Marine Science	Stennis Center	37
17 Off-Campus Programs Offered by University of Southern Mississippi				
A Total of 134 Off-Campus Programs Offered by the System				

STAFF RECOMMENDATION: Board staff recommends these items be accepted as information.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE
JUNE 16, 2022 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.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

ALCORN STATE UNIVERSITY

1. ASU- GS 101-320 – CAMPUS ADA IMPROVEMENTS

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 21, 2022 to approve a budget increase from \$4,870,000.00 to \$6,710,000.00 for an increase of \$1,840,000.00 for the Campus ADA Improvements project.

Interim Approval Status & Date: APPROVED, July 21, 2022

Approval Request #2: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$5,878,000.00 to the apparent low bidder, Paul Jackson & Son.

Approval Status & Date: APPROVED, July 21, 2022

Project Initiation Date: June 20, 2019

Design Professional: Canizaro Cawthon Davis

General Contractor: Paul Jackson & Son

Total Project Budget: \$6,710,000.00

2. ASU- GS 101-324 – CAMPUS LIGHTING AND SECURITY IMPROVEMENTS

NOTE: This is a Bureau of Building project

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Schultz and Wynne, P.A.

Approval Status & Date: APPROVED, July 7, 2022

Project Initiation Date: January 21, 2021

Design Professional: Schultz and Wynne, P.A.

General Contractor: TBD

Total Project Budget: \$2,250,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

3. ASU- IHL 201-257 – GREENHOUSE RENOVATIONS

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Duplantis Design Group

Approval Status & Date: APPROVED, July 26, 2022

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 26, 2022

Project Initiation Date: May 19, 2022

Design Professional: Duplantis Design Group

General Contractor: TBD

Total Project Budget: \$1,700,000.00

4. ASU- IHL 201-258 – MUSHROOM FACILITY RENOVATIONS

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Pryor Morrow PC

Approval Status & Date: APPROVED, July 26, 2022

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 26, 2022

Project Initiation Date: May 19, 2022

Design Professional: Pryor Morrow PC

General Contractor: TBD

Total Project Budget: \$1,542,362.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

5. ASU- IHL 201-259 – POULTRY PROCESSING RENOVATION AND NEW COMPOST/INCINERATOR BUILDING

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Vernell Barnes Architect, PLLC

Approval Status & Date: APPROVED, July 26, 2022

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 26, 2022

Project Initiation Date: May 19, 2022

Design Professional: Vernell Barnes Architect, PLLC

General Contractor: TBD

Total Project Budget: \$1,980,888.00

JACKSON STATE UNIVERSITY

6. JSU- GS 103-283B – CAMPUS MECHANICAL PHASE II

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$157,435.68 and thirty-two (32) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, June 29, 2022

Change Order Description: Change Order #3 includes the following items: insulated two (2) chiller evaporators with 1.5” elastomeric insulation; replaced the purge system on the 800-ton chiller; relocated the purge control panel; replaced the existing hot water pump and EMCS; installed a new DDC actuator and EMCS controls on the existing 3-way hot water reset valve; added 400 lbs of R-123 freon to the 1000-ton chiller; installed new

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

DDC actuators to replace the existing actuators on the air handling unit; and thirty-two (32) days to the contract

Change Order Justification: These changes were necessary due to user/owner requested modifications.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$403,986.89.

Project Initiation Date: June 9, 2020

Design Professional: Engineering Resource Group.

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$3,902,657.75

7. JSU- GS 103-298 – T. B. ELLIS REPAIRS

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$98,247.62 and fifteen (15) additional days to the contract of Metro Mechanical Co., Inc.

Approval Status & Date: APPROVED, July 25, 2022

Change Order Description: Change Order #1 includes the following items: relocated a storm drain around the new building; provided some braced plywood along and under the west side of the concrete stair; and fifteen (15) days to the contract.

Change Order Justification: These changes were necessary 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 \$98,247.62.

Project Initiation Date: August 13, 2020

Design Professional: Engineering Resource Group.

General Contractor: Metro Mechanical Co., Inc.

Total Project Budget: \$2,722,187.16

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

8. JSU- GS 103-318 (GC002) PH II RESIDENCE HALL MECHANICAL REPAIRS (EMERGENCY)

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 3, 2022 to initiate a project, Phase II Residence Hall Mechanical Repairs – Emergency and to appoint Engineering Resource Group as the design professional. The total project budget is \$3,100,000.00. Funding is provided by SB 2971, L’21 (\$2,100,000); Emergency Capital Expense fund (\$1,000,000).

Interim Approval Status & Date: APPROVED, July 3, 2022

Project Initiation Date: July 3, 2022

Design Professional: Engineering Resource Group.

General Contractor: Metro Mechanical Co., Inc.

Total Project Budget: \$3,100,000.00

MISSISSIPPI STATE UNIVERSITY

9. MSU- IHL 205-283 – ADDITION AND RENOVATION OF HUMPHREY COLISEUM

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$223,001.50 and zero (0) additional days to the contract of Thrash Commercial Contractors, Inc.

Approval Status & Date: APPROVED, June 10, 2022

Change Order Description: Change Order #1 includes the following items: provided DDC Building Controls; and revised the primary and secondary feeds to the relocated existing transformer.

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 \$223,001.50.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

Project Initiation Date: June 18, 2015

Design Professional: Dale Partners Architects, P.A.

General Contractor: Thrash Commercial Contractors, Inc.

Total Project Budget: \$60,000,000.00

**10. MSU- IHL 205-311 – TRANSPORTATION ALTERNATIVE PROJECT
COLLEGEVIEW CONNECTOR**

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Neel-Schaffer, Engineers and Planners, Inc.

Approval Status & Date: APPROVED, June 30, 2022

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, June 30, 2022

Project Initiation Date: May 20, 2021

Design Professional: Neel Schaffer, Engineers and Planners

General Contractor: TBD

Total Project Budget: \$2,000,000.00

11. MSU- IHL 205-312 – LAKEVIEW DRIVE RELOCATION

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$770,556.49 and ninety-one (91) additional days to the contract of Burns Dirt construction Inc.

Approval Status & Date: APPROVED, June 30, 2022

Change Order Description: Change Order #1 includes the following items: additional demolition done; additional earthwork done to include grading, cut and fill to install PH II road; erosion control labor & materials for the added PH II work; storm drainage to change a junction box to a catch basin, moving this structure out of the sidewalk and

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

modified the existing piping; site fencing done and additional orange construction fencing provided where necessary; curb and gutter installation and a minor ramp modification done; concrete sidewalk done which includes installing a new sidewalk at the connection to the Templeton sidewalk where an existing ramp is present; all site signage installed; asphalt paving done; all striping done; landscaping and irrigation revised; site electrical work to include lowering and replacement of approximately 420 lf of existing electrical conduit along the west side of PH I work; all traffic control installed which includes the addition of traffic control drums and signage along Bailey Howell Drive; and ninety-one (91) days to the contract.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$770,556.49.

Project Initiation Date: May 20, 2021

Design Professional: Smithers Engineers + Consultants, LLC

General Contractor: Burns Dirt Construction, Inc.

Total Project Budget: \$3,700,000.00

12. MSU- IHL 405-001 – MUSIC BUILDING RE-BID

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of \$18,202.00 and one hundred seven (107) additional days to the contract of Mac's Construction Company, Inc.

Approval Status & Date: APPROVED, June 23, 2022

Change Order Description: Change Order #7 includes the following items: redesigned, added and installed a new baseplate at the canopy column footing; provided electrical conduit to the future barrier arm gate; re-modified and re-installed the existing fence panels at the retaining wall; and one hundred seven (107) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; user/owner requested modifications; eighty-seven (87) weather delays; and twenty (20) days for work as indicated herein.

Total Project Change Orders and Amount: Seven (7) change orders for a total amount of \$443,132.09.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

Project Initiation Date: May 18, 2017
Design Professional: Allred Stolarski Architects
General Contractor: Mac's Construction Company, Inc.
Total Project Budget: \$21,000,000.00

13. MSU- IHL 205-321 – SUMMER 2022 PAVING

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 1, 2022 to increase the project budget from \$2,000,000.00 to \$2,500,000.00 for an increase of \$500,000.00.

Interim Approval Status & Date: APPROVED, July 1, 2022

Project Initiation Date: June 27, 2021
Design Professional: Neel-Schaffer, Engineers and Planners, Inc.
General Contractor: Gregory Companies, LLC
Total Project Budget: \$2,500,000.00

14. MSU- IHL 413-144 – SUSTAINABLE BIOPRODUCTS FACILITIES PHASE II – BUILDING 4/GENERAL WORKS

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$14,846.58 and zero (0) additional days to the contract of Construction Services, Inc.

Approval Status & Date: APPROVED, June 29, 2022

Change Order Description: Change Order #2 includes the following items: added electrical service to the four (4) new unit heaters; additional siding replacement.

Change Order Justification: These changes were necessary due to latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$87,516.25.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

Project Initiation Date: June 18, 2020
Design Professional: PryorMorrow PC
General Contractor: Construction Services, Inc.
Phased Project Budget: \$3,700,000.00
Total Project Budget: \$5,000,000.00

MISSISSIPPI VALLEY STATE UNIVERSITY

15. MVSU – GS 106-269 – JACOB ARON STUDENT UNION EXPANSION AND RENOVATION

NOTE: This is a Bureau of Building project

UNAPPROVAL Request #1: Schematic Design Documents

Board staff did not approve the Schematic Design Documents as submitted by McCarty Architects.

Approval Status & Date: NOT APPROVED, July 21, 2022

UNAPPROVAL Request #2: Design Development Documents

Board staff did not approve the Design Development Documents as submitted by McCarty Architects.

Approval Status & Date: NOT APPROVED, July 21, 2022

Approval Request #3: Contract Documents

Board staff approved Contract Documents as submitted by McCarty Architects

Approval Status & Date: APPROVED, July 21, 2022

Approval Request #4: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 21, 2022

Project Initiation Date: March 18, 2021

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

Design Professional: McCarty Architects
General Contractor: TBD
Total Project Budget: \$19,755,000.00

UNIVERSITY OF MISSISSIPPI

16. UM- IHL 207-440 – NEW BAND PRACTICE FIELD

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Holcombe Norton Partners, LLC.

Approval Status & Date: APPROVED, June 16, 2022

Approval Request #2: Design Development Documents

Board staff approved the waiver of Design Development Documents as submitted by Holcombe Norton Partners, LLC.

Approval Status & Date: APPROVED, June 16, 2022

Project Initiation Date: November 16, 2017
Design Professional: Holcombe Norton Partners, LLC.
General Contractor: TBD
Total Project Budget: \$3,500,000.00

17. UM- IHL 207-470 – OXFORD-UNIVERSITY STADIUM (SWAYZE FIELD)- ADA RAMP

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$585,776.00 to the apparent low bidder, Legacy Construction Services, LLC.

Approval Status & Date: APPROVED, July 15, 2022

Project Initiation Date: October 21, 2021

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

Design Professional: A2H, PLLC
General Contractor: Legacy Construction, LLC
Total Project Budget: \$1,000,000.00

18. UM- IHL 207-479 – CONNER-HOLMAN – ROOF REPLACEMENT

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, June 24, 2022

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 24, 2022

Approval Request #3: Contract Documents

Board staff approved Contract Documents as submitted by Shafer-Zahner-Zahner

Approval Status & Date: APPROVED, July 6, 2022

Approval Request #4: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 6, 2022

Project Initiation Date: May 19, 2022
Design Professional: Shafer-Zahner-Zahner
General Contractor: TBD
Total Project Budget: \$2,000,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

19. UM- IHL 207-480 – GERTRUCE C. FORD CENTER – ROOF REPLACEMENT

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, June 24, 2022

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 24, 2022

Approval Request #3: Contract Documents

Board staff approved Contract Documents as submitted by Shafer-Zahner-Zahner

Approval Status & Date: APPROVED, July 6, 2022

Approval Request #4: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 6, 2022

Project Initiation Date: May 19, 2022

Design Professional: Shafer-Zahner-Zahner

General Contractor: TBD

Total Project Budget: \$2,150,000.00

20. UM- IHL 207-481 – MARTINDALE-COLE – ROOF REPLACEMENT

Approval Request #1: Schematic Design Documents

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

Approval Status & Date: APPROVED, June 24, 2022

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 24, 2022

Approval Request #3: Contract Documents

Board staff approved Contract Documents as submitted by Shafer-Zahner-Zahner

Approval Status & Date: APPROVED, July 6, 2022

Approval Request #4: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 6, 2022

Project Initiation Date: May 19, 2022

Design Professional: Shafer-Zahner-Zahner

General Contractor: TBD

Total Project Budget: \$1,400,000.00

21. UM- IHL 207-482 – FASER HALL – ROOF REPLACEMENT

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, June 29, 2022

Approval Request #2: Design Development Documents

Board staff approved the waiver of Design Development Documents as submitted by Shafer-Zahner-Zahner.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

Approval Status & Date: APPROVED, June 29, 2022

Project Initiation Date: May 19, 2022

Design Professional: Shafer-Zahner-Zahner

General Contractor: TBD

Total Project Budget: \$1,450,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

22. UMMC- IHL 209-577- EMERGENCY RESPONSE STATION - NORTH

Approval Request #1: Design Development Documents

Board staff approved the waiver of Design Development Documents as submitted by JH&H Architects.

Approval Status & Date: APPROVED, July 8, 2022

Approval Request #2: Contract Documents

Board staff approved Contract Documents as submitted by JH&H Architects

Approval Status & Date: APPROVED, July 8, 2022

Approval Request #3: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 8, 2022

Project Initiation Date: March 2, 2021

Design Professional: JH&H Architects

General Contractor: TBD

Total Project Budget: \$1,250,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

23. UMMC - IHL 209-578– GROSS ANATOMY PHASE III

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Dean and Dean Architecture.

Approval Status & Date: APPROVED, June 13, 2022

Approval Request #2: Design Development Documents

Board staff approved the waiver of Design Development Documents as submitted by Dean and Dean Architecture.

Approval Status & Date: APPROVED, July 8, 2022

Approval Request #3: Contract Documents

Board staff approved Contract Documents as submitted by Dean and Dean Architecture

Approval Status & Date: APPROVED, July 8, 2022

Approval Request #4: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 8, 2022

Project Initiation Date: December 9, 2021

Design Professional: Dean and Dean Architecture

General Contractor: TBD

Total Project Budget: \$1,700,000.00

24. UMMC- IHL 209-582– UPDATE LAKELAND MEDICAL BUILDING

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Burris/Wagon Architects, P.A.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
AUGUST 18, 2022**

Approval Status & Date: APPROVED, July 11, 2022

Project Initiation Date: June 16, 2022

Design Professional: Burris/Wagnon Architects, P.A.

General Contractor: TBD

Total Project Budget: \$1,550,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
LEGAL
INFORMATION AGENDA
AUGUST 18, 2022**

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 (statements dated 5/1/22 and 5/1/22) from the funds of Alcorn State University. (These statements, in the amounts of \$529.00 and \$57.62, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 586.62

Payment of legal fees for professional services rendered by Armstrong Law (statement dated 9/1/21) from the funds of Jackson State University. (This statement, in the amount of \$2,000.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 2,000.00

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 5/1/22, 5/17/22, 6/1/22, 7/1/22 and 7/1/22) from the funds of Jackson State University. (These statements, in the amounts of \$2,250.00, \$350.00, \$2,250.00, \$460.00 and \$44.82, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 5,354.82

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 6/10/22) from the funds of Mississippi State University. (This statement, in the amount of \$3,546.25, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 3,546.25

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 6/1/22, 6/1/22, 7/1/22, 7/1/22, 7/1/22 and 7/1/22) from the funds of Mississippi State University. (These statements, in the amounts of \$2,500.00, \$2,500.00, \$547.00, \$549.00, \$2,500.00 and \$100.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 8,696.00

Payment of legal fees for professional services rendered by Brunini (statement dated 6/21/22) from the funds of the University of Mississippi. (This statement, in the amount of \$90.00, represents services and expenses in connection with general legal advice.)

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
LEGAL
INFORMATION AGENDA
AUGUST 18, 2022**

TOTAL DUE.....\$ 90.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 3/31/22, 5/31/22, 5/31/22, 6/27/22, 6/27/22 and 7/28/22) from the funds of the University of Mississippi. (These statements, in the amounts of \$177.00, \$13,865.00, \$4,631.50, \$8,815.00, \$236.00 and \$6,067.26, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 33,614.76

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 5/10/22, 6/6/22 and 7/11/22) from the funds of the University of Mississippi. (These statements, in the amounts of \$44.40, \$1,050.00 and \$2,600.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 3,694.40

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 6/1/22, 6/1/22, 6/13/22 and 7/1/22) from the funds of the University of Mississippi. (These statements, in the amounts of \$33.91, \$2,500.00, \$2,960.00 and \$553.00 respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 6,046.91

Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (statement dated 6/6/22) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$2,756.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 2,756.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 4/22/22, 4/22/22, 4/22/22, 4/29/22, 5/3/22, 5/12/22, 5/16/22, 5/18/22, 5/18/22, 5/20/22, 5/20/22, 5/20/22, 5/20/22, 5/20/22, 5/31/22, 6/3/22, 6/3/22, 6/3/22, 6/3/22, 6/3/22, 6/3/22, 6/6/22, 6/6/22, 6/6/22, 6/6/22, 6/6/22, 6/6/22, 6/6/22, 6/7/22, 6/7/22, 6/7/22, 6/7/22, 6/7/22, 6/7/22, and 6/7/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$45,377.35, \$31,301.45, \$11,899.80, \$148.50, \$7,047.00, \$6,320.30, \$1,888.00, \$484.30, \$2,853.95, \$310.50, \$337.50, \$580.50, \$297.00, \$607.50, \$6,903.20, \$647.50, \$51.29, \$1,003.00, \$1,446.10, \$7,741.80, \$9,249.50, \$6,936.20, \$94.50, \$499.50, \$12,256.10, \$108.00, \$162.00, \$67.50, \$10,413.50, \$1,451.00, \$148.50, \$13,225.00, \$4,477.70, \$4,248.70 and \$2,113.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 192,697.74

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
LEGAL
INFORMATION AGENDA
AUGUST 18, 2022**

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 4/7/22, 5/25/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22 and 5/31/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,988.60, \$21,618.10, \$6,387.50, \$6,300.00, \$1,440.00, \$550.70, \$986.56, \$1,403.50 and \$1,963.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 43,638.46

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 4/26/22 and 5/31/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$3,571.65 and \$594.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 4,165.65

Payment of legal fees for professional services rendered by Hagwood & Tipton, P.C. (statements dated 4/18/22, 4/17/22, 4/18/22, 5/11/22, 5/11/22, 6/3/22, 6/3/22, 6/3/22, 6/3/22, 6/3/22 and 6/3/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$82.50, \$445.50, \$1,169.05, \$214.50, \$992.70, \$1,452.00, \$1,555.57, \$1,373.40, \$1,427.70, \$299.92 and \$349.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 9,362.34

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 5/10/22, 5/11/22, 6/9/22 and 6/10/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$421.50, \$1,851.00, \$2,536.50, \$5,848.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 10,657.50

Payment of legal fees for professional services rendered by Page, Kruger & Holland, P.A. (statements dated 5/11/22, 5/11/22, 5/11/22 and 6/7/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$297.00, \$907.50, \$648.00 and \$412.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 2,265.00

Payment of legal fees for professional services rendered by Steen, Dalehite & Pace (statements dated 6/3/22, 6/3/22, 6/3/22, 6/3/22, 6/3/22, 6/3/22 and 6/6/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$957.00, \$1,890.00,

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
LEGAL
INFORMATION AGENDA
AUGUST 18, 2022**

\$6,286.50, \$66.00, \$495.00, \$342.00 and \$4,043.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 14,080.00

Payment of legal fees for professional services rendered by Watkins & Eager, PLLC (statements dated 4/27/22, 4/27/22, 5/2/22, 5/2/22, 5/4/22, 5/4/22, 5/4/22, 5/4/22, 5/19/22, 5/19/22, 5/19/22, 5/19/22, 6/2/22, 6/2/22, 6/2/22, 6/3/22, 6/6/22, 6/6/22, 6/6/22, 6/6/22, 6/6/22, 6/6/22, 6/9/22, 6/14/22 and 6/14/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,176.00, \$742.50, \$1,988.25, \$1,516.50, \$48.00, \$33.00, \$33.00, \$67.50, \$3,666.00, \$9,788.30, \$6,184.50, \$1,749.44, \$2,679.70, \$2,002.50, \$407.15, \$181.50, \$493.50, \$16.50, \$5,340.81, \$6,234.00, \$2,234.83, \$6,802.23, \$1,956.00, \$816.00 and \$750.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 56,907.71

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statements dated 6/3/22 and 7/12/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$3,195.55 and \$312.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,507.55

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 5/25/22, 7/5/22 and 7/6/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$13,799.49, \$1,000.00 and \$8,531.78, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 23,331.27

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 6/7/22 and 6/7/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$583.50 and \$331.50, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 915.00

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 6/1/22, 6/1/22, 6/1/22, 6/1/22, 6/1/22, 6/1/22, 6/1/22, 6/1/22, 7/1/22, 7/1/22, 7/1/22, 7/1/22, 7/1/22, 7/1/22, 7/1/22 and 7/1/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$59.87, \$59.87, \$7.60, \$59.87, \$5.30, \$52.63, \$2,250.00, \$2,250.00, \$32,70, \$32.70, \$543.00, \$74.27, \$53.38, \$2,250.00, \$2,250.00, \$100.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
LEGAL
INFORMATION AGENDA
AUGUST 18, 2022**

and \$65.85, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 10,147.04

Payment of legal fees for professional services rendered by Wise, Carter, Child & Carraway (statements dated 6/14/22 and 7/20/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$273.53 and \$468.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 741.53

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 5/31/22, 5/31/22, 5/31/22, 5/31/22, 6/27/22 and 6/27/22) 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” - \$644.00; “Imaging Probe Adapter CIP Utility Patent Application” - \$118.00; “Buckscore” - \$47.50; IP and Regulatory Matters - \$649.00; “Recombinant Fimbrial Protein of Aeromonas Hydrophila as Vaccine in Catfish” - \$2,686.50; and “Buckscore” - \$88.50, respectively.)

TOTAL DUE.....\$ 4,233.50

Payment of legal fees for professional services rendered by Conley Rose, P.C. (statement dated 7/7/22) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Leakage Minimization Face Barrier” - \$870.00.)

TOTAL DUE.....\$ 870.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy, P.C. (statements dated 7/8/22 and 7/8/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - \$140.00; and “Utilization of Oleaginous Microorganisms as an Oral Supplement for Animals” - \$1,952.50.)

TOTAL DUE.....\$ 2,092.50

Payment of legal fees for professional services rendered by Stites & Harbison, PLLC (statements dated 6/29/22, 6/29/22, 6/29/22, 6/29/22, 6/29/22, 6/29/22 and 6/29/22) from the funds of

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
LEGAL
INFORMATION AGENDA
AUGUST 18, 2022**

Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Fluoroalkylsilane-Modified Polystyrene-Coated Metal Electrodes for Sensitive Electrochemical Detection of Oil in Water” - \$38.00; “Use of Liquid Smoke in Conjunction with Food Grade Coatings to Control Pest Infestations” - \$658.00; “Osteometric Measuring Device” - \$4,108.50; “Unsymmetrical CCC-NHC Pincer Metal Complexes and Applications” - \$1,077.50; “Compositions of Food Grade Coatings to Control Pest Infestations and Methods of Applications” - \$38.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$2,230.00; and “Unsymmetrical CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - \$2,153.07.)

TOTAL DUE.....\$ 10,303.07

Payment of legal fees for professional services rendered by Thomas Horstemeyer, LLP (statements dated 3/31/22, 3/31/22, 3/31/22, 3/31/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22, 5/31/22, 6/30/22, 6/30/22, 6/30/22 and 6/30/22) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “L-y-Methylglutamine Compounds, Methods of Forming the Same and Methods of Use Thereof” - \$250.00; “Indolizine Dyes with Short Wavelength Infrared Absorption and Emission and Methods for Making and Using the Same” - \$379.00; “Indolizine Dyes with Short Wavelength Infrared Absorption and Emission and Methods for Making and Using the Same” - \$339.50; “1, 2, 4-Triazolyl Pyridine Agents Targeting Mycobacterium Tuberculosis” - \$5,150.00; Dye, Dye-Sensitized Solar Cells and Making and Using the Same” - \$446.50; “Anticancer Formulation” - \$70.00; “Biologically Active Cannabidiol Analogs” - \$1,100.00; “Biologically Active Cannabidiol Analogs” - \$1,100.00; “Biologically Active Cannabidiol Analogs” - \$1,100.00; “Biologically Active Cannabidiol Analogs” - \$258.50; “Compositions for the Prevention and/or Prophylactic Treatment of Poison Ivy Dermatitis” - \$700.19; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - \$600.60; Fluoroalcohols as Co-Solvents for Chemical Synthesis” - \$2,923.00; “Biologically Active Cannabidiol Analogs” - \$300.00; “UMOTC Ref No 9890 US Nonprovisional Application” - \$1,516.40; “Dye, Dye-Sensitized Solar Cells and Methods of Making and Using Same” - \$2,096.48; and “UMOTC Ref No 9890 Patent Cooperation Treaty” - \$8,248.50, respectively.)

TOTAL DUE.....\$ 27,678.67

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/11/22, 3/11/22, 3/11/22, 3/11/22, 3/11/22, 3/11/22, 4/20/22, 4/20/22, 4/20/22, 4/20/22, 4/20/22, 4/20/22, 4/26/22, 4/26/22, 5/25/22, 5/25/22, 5/25/22, 5/25/22 and 5/25/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$99.00, \$762.00, \$66.00, \$38.00, \$115.00, \$1,199.59, \$1,000.00, \$1,681.77, \$3,187.50, \$3,483.00, \$4,977.00,

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
LEGAL
INFORMATION AGENDA
AUGUST 18, 2022**

\$4,453.50, \$2,080.00, \$40.00, \$936.00, \$1,582.50, \$38.00, \$48.00 and \$3,031.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.....\$ 28,817.86

Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 4/18/22 and 5/20/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$127.50 and \$12.70, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.....\$ 140.20

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 5/31/22, 5/31/22, 5/31/22, 6/6/22, 6/27/22, 6/27/22, 6/27/22 and 6/27/22) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patent/trademark matters: “Gulf Blue Trademark” - \$95.00; “Oral Suction Device” - \$177.00; “Lidar for Underwater” - \$4,025.00; “Transition of Patent Files” - \$3,093.00; “Gulf Blue Trademark” - \$265.00; “Oral Suction Device” - \$1,268.00; “Lidar for Underwater” - \$690.00; and “Process to Produce Highly Porous Carbon” - \$206.50, respectively).

TOTAL DUE.....\$ 9,819.50

2. UMMC – EMERGENCY APPROVAL TO HIRE WISE, CARTER, CHILD & CARRAWAY, P.A. AS OUTSIDE COUNSEL

Trustee Gee Ogletree, as Board Legal Committee Chair, on behalf of the Board, approved UMMC’s emergency request to enter into a contract for professional legal services with the law firm of Wise, Carter, Child & Carraway, P.A., as outside counsel to advise and assist UMMC and King & Spalding, UMMC’s national outside counsel, in a dispute with Blue Cross Blue Shield of Mississippi. The contract term was to be three years from August 19, 2022 through August 18, 2025. The hourly rate was to be \$295 for attorneys and \$95 for paralegal services with a maximum amount payable of \$1,500,000. This firm carries professional liability insurance coverage in the amount of \$10,000,000 per claim with an annual aggregate of \$10,000,000. This request was also approved by the Office of the Attorney General. Subsequent to the approval of this request, UMMC decided not to pursue the engagement with this firm.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
LEGAL
INFORMATION AGENDA
AUGUST 18, 2022**

3. **UMMC – EMERGENCY APPROVAL TO HIRE HEIDELBERG, PATTERSON & WELCH, PLLC d/b/a HEIDELBERG PATTERSON WELCH WRIGHT AS OUTSIDE COUNSEL**

Trustee Gee Ogletree, as Board Legal Committee Chair, on behalf of the Board, has approved UMMC's emergency request to enter into a contract for professional legal services with the law firm of Heidelberg, Patterson & Welch, PLLC d/b/a Heidelberg Patterson Welch Wright, as outside counsel to advise and assist UMMC and King & Spalding, UMMC's national outside counsel, in a dispute with Blue Cross Blue Shield of Mississippi. The contract term is three years from August 4, 2022 through August 3, 2025. The hourly rate is \$295 for attorneys and \$95 for paralegal services with a maximum amount payable of \$1,500,000. 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 agreement has been approved by the Office of the Attorney General.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
August 18, 2022

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 June 6, 2022, Commissioner Alfred Rankins, Jr. approved the budget revisions to the FY 2022 *Ayers* academic programs after conducting a review. It appears that these revisions were necessary to align 2022 budgets to individual program needs over the remaining months of the year. Per IHL *Ayers* administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions 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 document is on file at the Board Office.
- b. **MSU** – On July 20, 2022, Commissioner Alfred Rankins, Jr., approved Modification of Lease Agreement #13 between Mississippi State University and the Mississippi State University Research and Technology Corporation for 3,192.45 square feet of Class A office space at the NASA Stennis Space Center. This modification extends the term of the current agreement by one year from October 1, 2022 through September 30, 2023, and increases the monthly rental rate from \$20.74 per square foot to \$21.05 per square foot or \$5,600.09 per month (\$67,201.07 annually). All other provisions of the original lease agreement with its previous Modifications #1 through #12 remain unchanged. The IHL Senior Associate Commissioner for Legal Affairs and Risk Management has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the document is on file in the IHL Board Office.
- c. **MSU** – On June 6, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between Mississippi State University and Kelly Dabbs Commercial, LLC for the lease of approximately 1,250 square feet of office space to be used by the 20(d) OSHA Consultation employees of the MSU Extension Services’ Industrial Health and Safety Department. The term of the lease is three years effective September 1, 2022 through August 31, 2025, at a cost of \$1,500 per month for a total cost of \$54,000 over the 3 year term of the Agreement. The University will pay the monthly lease payments in advance on or about the 1st of each month, in accordance with Section 2 of the Agreement. The IHL Senior Associate Commissioner for Legal Affairs and Risk Management has reviewed the Agreement and found the same to be compliant with Board Policy 707.01

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
August 18, 2022

- Land, Property, and Service Contracts and Policy 707.03 Approval of Prepayment for Goods or Services. A copy of the document is on file in the IHL Board Office.
- d. **MSU** – On June 9, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between Mississippi State University (lessee) and East Mississippi Center for Educational Development (lessor) for approximately 300 square feet of office space at the MSU – Meridian College Park Campus. Per the original agreement, the annual rent is increased with this renewal by 4% to \$7,697.44 to be prepaid in full on July 1. The renewal term of the lease is for one year from July 1, 2022 through June 30, 2023. This is a revenue generating lease. The IHL Senior Associate Commissioner for Legal Affairs and Risk Management has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the document is on file in the IHL Board Office.
- e. **MVSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On June 29, 2022, Commissioner Alfred Rankins, Jr. approved the budget revisions to the Education and General Fund Budget and the Auxiliary Enterprises Budget for Fiscal Year 2022. The IHL 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.
- f. **MVSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On August 2, 2022, Commissioner Alfred Rankins, Jr. approved the budget revisions to the FY 2022 *Ayers* academic programs after conducting a review. It appears that these revisions were necessary to align 2022 budgets to individual program needs for 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 three requested revisions do not 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 document is on file at the Board Office.
- g. **UM** – On June 9, 2022, Commissioner Alfred Rankins, Jr., approved a Non-Exclusive Aircraft Dry Sublease Agreement between the University of Mississippi and the Ole Miss Athletics Foundation for the use and benefit of an airplane, specifically a Cessna 560SL aircraft bearing registration number

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
August 18, 2022

N560GH, currently under lease by the Ole Miss Athletics Foundation from Quality Leasing, Inc. (Owner). The term of the sublease is five years at no cost by UM to the Foundation. UM is responsible for the cost of its operation of the aircraft, as set out specifically in paragraph 2.2 of the Sublease Agreement. The IHL Senior Associate Commissioner for Legal Affairs and Risk Management has reviewed the Agreement and found the same to be compliant with 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 June 29, 2022, Commissioner Alfred Rankins, Jr., approved a Consent to Assumption and Assignment of Lease and Encumbrance to Secure Financing between IHL and Alpha Delta Pi International Housing, Inc. (ADPi International). On June 1, 2014, IHL entered a lease with ADPi International for real property and to-be constructed improvements located at 607 Rebel Drive on the UM campus. ADPi International now seeks to enter a Assumption and Assignment of Lease with Delta Sigma Chapter of Alpha Delta Pi House Corporation for the subject property, including the sorority house constructed thereon. The IHL Senior Associate Commissioner for Legal Affairs and Risk Management has reviewed the Agreement and found the same to be compliant with 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 June 29, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between the University of Mississippi’s Mississippi Mineral Resources Institute and Bobby Jordan for the use of a shop located at 379 CR 202 in Abbeville, MS to accommodate research on current projects. The primary term of the new lease is 36 months from July 1, 2022 through June 30, 2025, with an option to renew for two additional years, at a cost of \$10,800 annually, to be paid in monthly installments of \$900 each. The IHL Senior Associate Commissioner for Legal Affairs and Risk Management has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the document is on file in the IHL Board Office.
- j. **UM** – On July 28, 2022, Commissioner Alfred Rankins, Jr., approved an Easement between the University of Mississippi and WS Ashley Holdings II, LLC to allow for the installation of a drainage pipeline to manage stormwater overflow coming from property owned by WS Ashley Holdings II, LLC that is adjacent to University property. The IHL Senior Associate Commissioner for Legal Affairs and Risk Management has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the document is on file in the IHL Board Office.
- k. **SYSTEM** – On June 28, 2022, Commissioner Alfred Rankins, Jr. reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning October 1, 2021 and ending December 31, 2021. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
August 18, 2022

reviewed and approved the institutions' submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration.

1. **SYSTEM** – On June 28, 2022, Commissioner Alfred Rankins, Jr. reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning January 1, 2022 and ending March 31, 2022. 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.