

Board Book

June 15, 2023

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

Academic Affairs Committee | June 14, 2023, 2:00p | IHL Board Room

Health Affairs Committee | June 14, 2023, 3:00p | IHL Board Room

IHL Board Meeting | June 15, 2023, 9:00a | IHL Board Room

CALL TO ORDER INVOCATION

Trustee Dr. Alfred McNair, Jr.

Trustee Jeanne Luckey

MINUTES

May 18, 2023 Regular Board Meeting Minutes..... 8

CONSENT AGENDAS | Trustee Dr. Alfred McNair, Jr.

ACADEMIC AFFAIRS

1. STATE – Mississippi Nursing Degree Program Accreditation Standards Revisions and Rationale..... 41
2. SYSTEM – Modifications to Existing Academic Degree Programs
Renaming
a. UM – Bachelor of Arts in Rhetoric 42
Deleting
b. UM – Master of Science in Health Promotion 42
c. USM – Bachelor of Science in Special Education (K-12 Licensure) 42
d. USM – Master of Education in School Counseling 42
3. SYSTEM – Modifications to Existing Academic Units
Renaming
a. ASU – School of Agriculture and Applied Sciences 43
b. ASU – School of Arts and Sciences 43
c. UM – Department of Marketing/MIS 44
d. UM – Department of Communication and Media Studies 44
e. UM – Department of Integrated Marketing and Communication 45

FINANCE

1. UM – Request to Escalate On-Campus and Auxiliary Budgets for Fiscal Year 2023 46
2. UM – Request for Approval to Amend a Contractual Services Agreement with Carnegie Dartlet LLC..... 47
3. UM – Request for Approval to Enter a Contractual Services Agreement with the City of Oxford, Mississippi..... 48
4. UM – Request for Approval to Enter a Contractual Services Agreement with Innovative Interfaces Incorporated..... 50

5. UM – Request for Approval to Enter a Contractual Services Agreement with Jackson Spalding, Inc.....	52
6. UM – Request for Approval to Enter a Contractual Services Agreement with TouchNet Information Systems, Inc.....	55
7. UMMC – Request for Approval to Amend an End User Agreement with Agiliti Surgical, Inc.....	56
8. UMMC – Request for Approval to Amend a Textile Services Agreement with Crown Health Care Laundry Services, LLC.....	58
9. UMMC – Request for Approval to Enter a Supplemental Blood Service Agreement and IRL Testing Agreement with LifeShare Blood Center.....	60
10. UMMC – Request for Approval to Enter a New Product Supply Agreement with Linde Gas & Equipment LLC.....	62
11. UMMC – Request for Approval to Amend a Hospital Service Agreement with Mississippi Blood Services.....	64

REAL ESTATE

Approval of Initiations of Projects/Appointments of Professionals

Bureau of Building Projects

1. ASU – GS 101-328 – Dormitory Renovations, Design Professional – Burris/Wagon Architects.....	68
2. ASU – GS 101-332 – Math and Science Building Renovation, Design Professional – Allred Stolarski Architects.....	69
3. ASU – GS 101-333 – Whitney Complex Renovation and Expansion, Design Professional – Cooke Douglass Farr Lemons Architects + Engineers.....	71
4. ERC – GS 111-069 – Re-Roof of Education and Research Center, Design Professional – Shafer Zahner Zahner, PLLC.....	72
5. ERC – GS 111-070 – ERC Mechanical Upgrades, Design Professional – Engineering Resource Group.....	73

IHL Projects

6. MSU – IHL 205-336 – South Campus Mechanical Plant, Design Professional – Eley Guild Hardy Architects.....	75
7. MSU – IHL 205-341 – Rice Hall Renovations (Floors 5-7), Design Professional – Shafer Zahner Zahner, PLLC.....	76
8. MSU – IHL 205-344 – Sanderson Center Flat Roof Replacement, Design Professional – Schafer Zahner Zahner, PLLC.....	77
9. UM – IHL 207-490 – Research Laboratory Facilities Masterplan and Design, Design Professional – Eley Guild Hardy Architects, P.A.....	78
10. UM – IHL 407-011 – UM Early Learning and Evaluation Center, Design Professional – McCarty Architects, P.A.....	80
11. UMMC – IHL 209-586 – New Burn Unit, Design Professional – JBHM Architecture.....	81
12. USM – IHL 208-370 – USM Innovation and Commercialization Park Site Development, Design Professional – Neel-Schaffer, Inc.....	83
13. USM – IHL 208-371 – Union-Cochran Pedestrian Plaza, Design Professional – Neel-Schaffer, Inc.....	84

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

Bureau of Building Projects

- 14. MVSU – GS 106-258 – Academic Skills Phase III, Design Professional –
ArchitectureSouth, P.A..... 85
- 15. USM – GS 108-313 – Hillcrest Parking Lot Storm Drain Repair and Upgrade, Design
Professional – Neel-Schaffer, Inc..... 87

IHL Projects

- 16. MSU – IHL 205-319 – 20-inch Sewer Force Main Phase II, Design Professional –
Garver Engineering..... 89
- 17. MSU – IHL 405-006 – Bost Drive Extension for CAAD, Design Professional –
Neel-Schaffer, inc..... 90
- 18. UM – IHL 207-498 – NW Mechanical Plant (Mechanical Phase III), Design
Professional – Eley Guild Hardy Architects, P.A..... 92
- 19. UM – IHL 407-002 – Data Center Facility Renovation & Expansion, Design
Professional – Duvall Decker Architects, P.A..... 93
- 20. UM – IHL 407-008 – NW Mechanical Plant (Electrical Phase II), Design
Professional – Atwell & Gent, P.A..... 95

Approval of Other Real Estate Request

- 21. MSU – Approval to Enter a Lease Agreement with Castle Pro Park, LLC 97
- 22. UM – Approval of Exterior Design of IHL 207-473 – Ole Miss Softball Addition
& Renovation..... 98
- 23. UM – Approval of Exterior Design of IHL 207-498 – NW Mechanical Plant
(Mechanical Phase III)..... 100
- 24. UMMC – Approval to Purchase a Medical Office Building in Grenada, MS from
Dianne and Thomas Holden..... 102
- 25. UMMC – Demolish and Delete from Inventory Building AE (Apartment E) and the
1984 Addition to CR (University Rehabilitation Center) in Jackson, MS..... 103
- 26. SYSTEM – Annual Approval of Universities for Administering State Funded Construction
and Maintenance Projects Per House Bill 475, Laws of 2022..... 104

LEGAL

- 1. MSU – Approval of Interlocal Agreement with the City of Starkville, MS and Oktibbeha
County, MS for Spring Street Project..... 105
- 2. UM – Approval of Interlocal Agreement with the City of Oxford, MS 108
- 3. MSU – Approval of Revised Affiliation Agreement with the Bulldog Club, Inc. 112
- 4. MSU – Approval to Hire Phelps Dunbar, LLP as Outside Counsel 124
- 5. UM – Approval to Renew a Contract with Brunini, Grantham, Grower & Hewes, PLLC
as Outside Counsel..... 125
- 6. UM – Approval to Renew a Contract with Butler Snow LLP as Outside Counsel 125
- 7. UM – Approval to Renew a Contract with Lightfoot, Franklin & White, LLC as Outside
Counsel..... 125
- 8. UM – Approval to Renew a Contract with Mayo Mallette, PLLC as Outside Counsel 126
- 9. UM – Approval to Renew a Contract with Nelson Mullins Riley & Scarborough, LLP as
Outside Counsel..... 126
- 10. UM – Approval to Hire Siskind Susser, PC as Outside Counsel 126
- 11. UM – Approval to Renew a Contract with Thomas|Horstemeyer, LLP as Outside Counsel 129

12. – Approval to Renew a Contract with Sun Sovereign, LLC d/b/a Ware Immigration as Outside Counsel.....	134
13. UMMC – Approval to Hire Butler Snow, LLP as Outside Counsel	136
14. UMMC – Approval to Hire Foreman, Watkins & Krutz, LLP as Outside Counsel	137
15. USM – Approval to Hire Bryan, Nelson, Schroeder, Castigliola & Banahan, PLLC as Outside Counsel.....	137
16. USM – Approval to Hire Butler Snow LLP as Outside Counsel	137
17. USM – Approval to Hire Mayo Mallette, PLLC as Outside Counsel	138
18. USM – Approval to Hire Nelson Law, PLLC as Outside Counsel	138
19. USM – Approval to Hire Richard & Thomas, PLLC as Outside Counsel	139
20. USM – Approval to Hire Wise Carter Child & Caraway, P.A. as Outside Counsel	139
21. JSU – Approval of Worth Thomas d/b/a W.T. Consultants, LLC as In-State Lobbying Consultant.....	140
22. MSU – Approval of Cornerstone Government Affairs, LLC as In-State Lobbying Consultant.....	146
23. UMMC – Approval of Butler Snow, LLP as In-State Lobbying Consultant	152
24. USM – Approval of Capitol Resources, LLP as In-State Lobbying Consultant	157
25. JSU – Approval of Taft Advisors, LLC as Federal Lobbying Consultant	163
26. MSU – Approval of Federal Solutions, LLC as Federal Lobbying Consultant	163
27. UM – Approval of BGR Governmental Affairs as Federal Lobbying Consultant	163
28. USM – Approval of Cassidy & Associates, Inc. as Federal Lobbying Consultant	164
29. DSU – Approval of Dr. Rick Munroe as Legislative Liaison	164
30. MSU – Approval of Lee Weiskopf as Legislative Liaison	164
31. MUW – Approval of Karen Clay as Legislative Liaison	164
32. MVSU – Approval of Dameon Shaw as Legislative Liaison	164
33. UM – Approval of Perry Sansing as Legislative Liaison	165
34. UMMC – Approval of Kristy Simms as Legislative Liaison	165
35. UMMC – Approval of Anna Moak Sparks as Legislative Liaison	165
36. USM – Approval of Chad Driskell as Legislative Liaison	165
37. SYSTEM – Approval of Kim Gallaspy as Legislative Liaison	165
38. UMMC – Approval of the Designation of Robert McElhaney as UMMC’s “Applicant’s Agent” for the Federal Disaster Declaration for the Purpose of Obtaining Federal Reimbursement of Costs Associated with Emergency Response Activities.....	165

PERSONNEL

1. Employment (ASU, DSU, MSU, USM)	169
2. Change of Status (ASU, MSU, MUW, USM)	170

REGULAR AGENDAS

ACADEMIC AFFAIRS | Trustee Hal Parker

1. MSU – Request to Add a New Institute: – Agricultural Autonomy Institute	171
--	-----

FINANCE | Trustee Tom Duff

1. SYSTEM – Request for Approval of Fiscal Year 2024 Operating Budgets	172
2. SYSTEM – Request for Approval of Fiscal Year 2025 Proposed Funding Priorities	172

3. UMMC – Request for Approval to Enter a Blood Services Agreement the American National Red Cross, Biomedical Services.....	172
4. ASU – Request for Approval to Amend an Agreement with SodexoMagic, LLC	174
5. UMMC – Request for Approval to Amend a Locally Negotiated Agreement with Covidien Sales LLC.....	176
6. UMMC – Request for Approval to Amend a Corporate Master Agreement with Omnicell, Inc.....	177
7. SYSTEM – Request for Approval to Renew Auto Liability Insurance with Berkley Southeast Insurance Company and Genesis, A Berkshire Hathaway Company.....	180

LEGAL | Trustee Gee Ogletree

1. UMMC – Approval to Settle Tort Claim No. 3449	183
--	-----

ADMINISTRATION/POLICY | Commissioner Alfred Rankins, Jr.

1. SYSTEM – Appointment of Dr. Ormella Cummings as the Representative on the Mississippi Public Broadcasting Board.....	184
---	-----

INFORMATION AGENDAS | Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS

1. USM – Intent to Offer Existing Degree Programs by Distance Learning	185
a. Bachelor of Business in Information Technology	
b. STEM Education Certificate	
c. Public History Certificate	
2. SYSTEM – Intent to Offer or Modify Certificate Programs	
Offering	
a. UMMC – Nursing Education and Instruction	185
Renaming	
b. DSU – Geospatial Information Technologies	186
c. UM – Academic Reform & Athletics Academic Success	186
Suspending	
d. UMMC – Medical Scribe Specialist	186

REAL ESTATE

1. SYSTEM – Real Estate Items Approved Subsequent to the May 18, 2023 Board Meeting	
Mississippi State University.....	188
University of Mississippi.....	190
University of Mississippi Medical Center.....	193
University of Southern Mississippi.....	195

LEGAL

1. SYSTEM – Report of Payments to Outside Counsel	196
2. ASU – Emergency Approval to Contract with McDonald Hopkins, LLC as Outside Counsel	201
3. USM – Emergency Approval to Contract with McDonald Hopkins, LLC as Outside Counsel	201

ADMINISTRATION/POLICY

1. SYSTEM – Commissioner’s Notification of Approval	203
---	-----

PERSONNEL

1. Sabbatical (MSU, UM)	204
-------------------------	-----

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
May 18, 2023**

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 November 22, 2022, to each and every member of said Board said date being at least five days prior to this May 18, 2023 meeting. At the above-named place the following members were present 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. Gee Ogletree, Mr. Hal Parker, Mr. Gregg Rader, and Dr. J. Walt Starr. Mr. Chip Morgan was absent. The meeting was called to order by Dr. Alfred McNair, Jr., President, with Mr. Marcus Thompson, IHL Deputy Commissioner/Chief Administrative Officer, providing the invocation.

INTRODUCTION OF GUESTS

- President McNair thanked Trustee Bruce Martin for assisting at the April meeting in recognizing President Tom Duff's term as president of the Board, thanked Trustee Duff for his leadership of the IHL Board and being a great benefactor for the Mississippi public universities, and thanked the IHL staff and Dr. Alfred Rankins, Jr., Commissioner of Higher Education, for their work.
- A moment of silence was observed for the loss of Trustee Chip Morgan's brother, Mr. Johnny Morgan.
- President McNair welcomed Dr. Ontario Wooden to his first meeting as interim president of Alcorn State University.
- On behalf of the Board, President McNair thanked Dr. Butch Caston for his excellent service as interim president of Delta State University and noted this is his last meeting.
- President McNair welcomed the following Student Government Association presidents: from Delta State University – President Haley Rooks and from the University of Mississippi – President Sara Austin Welch.

APPROVAL OF THE MINUTES

On motion by Trustee Martin, seconded by Trustee Cummings, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meetings held on April 20, 2023 and April 25, 2023.

CONSENT AGENDAS

On motion by Trustee Ogletree, seconded by Trustee Starr, with Trustee Morgan absent and not voting, 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
May 18, 2023**

FINANCE

1. **JSU** – Approved the request to amend an agreement with Ellucian, L.P (Ellucian) to extend the term of its Banner Hosting and Application Management for Cloud Services. On or about March 16, 2023, JSU received approval from the Mississippi Information Technology Services Board for an exemption which permits JSU to continue its use of the Banner Hosting and Application Management contract in an amount estimated not to exceed a 2-year cost of \$3,196,749.00. The current Cloud Services Agreement with Ellucian will expire on May 30, 2023. The term of this new Amendment/Order Form shall be May 31, 2023 and will terminate on May 31, 2025. The cost of the contract is \$906,928 to be paid with state-appropriated funding. A breakdown of the payment scheduled is included in the bound *May 18, 2023 Board Working File*. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
2. **JSU** – Approved the request to amend an agreement with Ellucian, L.P (Ellucian) to extend the term of its Banner Hosting and Application Management for Leadership Services. On or about March 16, 2023, JSU received approval from the Mississippi Information Technology Services Board for an exemption which permits JSU to continue its use of the Banner Hosting and Application Management contract in an amount estimated not to exceed a 2-year cost of \$3,196,749.00. The current Leadership Services Agreement with Ellucian will expire on May 30, 2023. The term of this new Amendment/Order Form shall be May 31, 2023 and will terminate on May 31, 2025. The cost of the contract is \$2,289,821 to be paid with state-appropriated funding. A breakdown of the payment scheduled is included in the bound *May 18, 2023 Board Working File*. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
3. **MSU** – Approved the request to escalate the Educational & General budget of the Mississippi State Chemical Laboratory (MSCL) for FY 2023. The escalation is requested to procure new equipment necessary for continued support of state regulatory programs and to improve MSCL's turnaround time. Fund balance reserves (\$1,052,850.33) will provide the source of funds.

Mississippi State Chemical Laboratory General Budget Revision by Major Object				
Category	Current Budget	Increase/(Decrease)	Revised Budget	
Salaries	\$ 1,447,630.00	\$ -	\$ 1,447,630.00	
Wages	-	\$ -		
Fringe Benefits	403,622.00	\$ -	\$ 403,622.00	
Total Salaries, Wages, and Fringe Benef	1,851,252.00	-	1,851,252.00	
Travel and Subsistence	12,500.00	\$ -	12,500.00	
Contractual Services	128,000.00	\$ 50,000.00	178,000.00	
Commodities	164,469.00	\$ -	164,469.00	
Capital Outlay				
Non-Equipment	-			
Equipment	161,316.00	\$ 300,000.00	461,316.00	
Total Capital Outlay	161,316.00	300,000.00	461,316.00	
Mandatory Transfers				
Debt Service	-	\$ -		
Matching	-	\$ -		
Other	39,000.00	\$ -	39,000.00	
Total Mandatory Transfers	39,000.00	-	39,000.00	
Non-Mandatory Transfers				
Auxiliary Support	-	\$ -		
Building Projects	-	\$ -		
Other	-	\$ -		
Total Non-Mandatory Transfers	-	-		
Increase in Fund Balance				
Total Uses of Funding	\$ 2,356,537.00	350,000.00	\$ 2,706,537.00	

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

4. **MSU** – Approved the request to enter a contract with Southwest Airlines Co. for air transportation services and appropriate staff for the MSU Football team during the 2023 Football season. The contract shall commence the date it is signed by both parties and terminates on the date of the last flight as set forth in the agreement. The total amount for all charters will be \$375,300 and will be funded from Athletic Department self-generated funds. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved the request to allow prepayment of a deposit prior to the flights. Prepayment is very common and most often required in this industry. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
5. **UM** – Approved the request to amend a Master Service Agreement (MSA) with Carnegie Dartlet LLC to add a new Statement of Work #12 (SOW12) which will provide digital advertising services to support the university's enrollment and brand strategies. The current MSA is scheduled to expire on March 22, 2025. SOW12 has an eleven-month term beginning May 2023 and ending March 2024. The amount of SOW12 is \$193,676. This addition would increase the total amount of the existing Agreement to a sum not to exceed \$2,653,898. The source of funding for the contract will be Education & General (E&G) funds that reside in the departmental budgets of University Marketing & Communications and the Division of Enrollment Management earmarked for the purpose of enrollment marketing, and E&G funds earmarked for the redesign and maintenance of olemiss.edu. 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 for the University of Mississippi Law Library to continue its contract with West Publishing Corporation to maintain access to sources of primary law and secondary sources of importance to Mississippi and the general public while receiving approximately a 20% discount on the cost of said materials even with the yearly price increase. The term of the contract June 1, 2023 to May 31, 2028. The yearly contract cost is as follows: 6/2023-5/2024 \$71,916; 6/2024-5/2025 \$73,356; 6/2025-5/2026 \$74,820; 6/2026-5/2027 \$76,320; and 6/2027-5/2028 \$77,844. Payment will be made monthly and funded by the Law Library's materials budget which is derived from 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.
7. **UMMC** – Approved the request to enter Amendment No. 33 to the License and Support Agreement with Epic Systems Corporation (Epic) to add the Location Services Module to the current list of licensed Program Property. The Location Services Module provides MapQuest's location and mapping data that will help patients find nearby healthcare providers. The term of Amendment No. 33 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024. The license fee and monthly maintenance fees are waived. The total cost of the Agreement remains \$118,888,932.99. This agreement is 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.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

8. **UMMC** – Approved the request to enter a rental agreement with Bunnell, Inc. (Bunnell) to rent LifePulse High Frequency Jet Ventilators (HFJV) and the WhisperJet Patient Box on an as-needed basis. The ventilator and patient box are used in ventilating critically ill infants with pulmonary interstitial emphysema (PIE), as well as in critically ill infants with respiratory distress syndrome (RDS) complicated by pulmonary air leaks who are failing on conventional ventilation. The term of the agreement is one (1) year, from July 1, 2023 to June 30, 2024. The estimated cost of the agreement is \$300,000 and 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.
9. **UMMC** – Approved the request to amend the Lease Agreement and Use, License & Service Agreement (ULSA) with Intuitive Surgical, Inc. (Intuitive) to extend the term of the agreements. The agreements are for the lease of the Ion Endoluminal System (Ion System) and purchase of instruments and accessories used with the Ion System. The Ion System is robotic equipment used in the diagnosis of adult patients with lung nodules. It allows physicians to perform minimally invasive lung biopsies, fiducial placement, and ablations with a low risk of complications for patients. The Board also approved the request to allow the institution to add or remove instruments and accessories under the agreement without seeking prior Board approval as long as it does not exceed the approved expenditure level. The term of the amended agreement is two (2) years, one (1) month, and eleven (11) days from April 21, 2022 through May 31, 2024. The Lease Agreement and ULSA became effective upon the date of signature, which was April 21, 2022 with a term of twelve (12) months from the date of the equipment delivery, which occurred June 1, 2022. The amendment extends the term for one (1) additional year, through May 31, 2024. The total estimated cost of the amended agreement over the two (2) year term is \$1,750,000. The original estimated cost of the agreement was \$500,000. The first amendment adds \$1,250,000 to the agreement. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
10. **UMMC** – Approved the request to amend the Product Purchase Agreement with Zimmer US, Inc. (Zimmer) to extend the term of the agreement. The agreement is for the purchase and consignment of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients. These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints. The Board also approved the request to allow the institution to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The amended term of the agreement is four (4) years and seven (7) months from June 1, 2020 through December 31, 2024. The original term of the agreement was three (3) years, beginning June 1, 2020. The amendment extends the term by one (1) year and seven (7) months. The estimated cost of the agreement remains \$12,000,000, it is unchanged over the four (4) year and seven (7) month term. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

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

11. **USM** – Approved the request to amend and extend a software licensing and maintenance contract to continue an existing software solution currently provided under an agreement with Hyland, LLC, pursuant to an amendment with its successor entity Hyland Software, Inc. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved the request to prepay in accordance with the terms of the agreement. The initial term of the contract is five (5) years beginning January 1, 2024 and ending December 31, 2028, with two (2) optional renewal terms of one (1) year each. The total contract amount for this Amendment including the Initial Term and available renewals is \$326,647.54 with annual payments of \$65,329.52. The optional renewal periods provide for an escalation of the prior year's fee plus 10% for each renewal term. The contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

REAL ESTATE

12. **MSU** – Approved the initiation of IHL 205-332, Artesia Road Extended, and the appointment of Garver, LLC as the design professional. The project will construct a new road connecting Artesia Road to Hail State Boulevard beginning at the intersection of Artesia Rd/Oktoc Rd, extending West approx. 0.49 miles (2,600 L.F.) connecting to Hail State Boulevard. The estimated project budget is \$3,125,000. Funds are available from Federal Funds – Omnibus Appropriations Bill [P.L.117-103] (\$2,500,000) and University Funds (\$625,000). The federal funds listed are a direct appropriation for the Artesia Road connector project.
13. **UM** – Approved the appointment of JBHM Architects, P.A. as the design professional for IHL 207-489, Ole Miss Golf Complex. The project will renovate the Whitten Golf Center and add new exterior improvements to enhance the Ole Miss Golf Complex. The estimated project budget is \$10 million. Funds are available from UM Athletics / Ole Miss Athletics Foundation [OMAF] (\$10,000,000).
14. **UM** – Approved the initiation of IHL 207-504, Northgate Apartments HVAC Replacement, and the appointment of Corbett Legge & Associates, PLLC as the design professional. The project will replace the HVAC units at Northgate Apartments on the University campus. The estimated project budget is \$2 million. Funds are available from Internal R&R (\$2,000,000).
15. **UMMC** – Approved the initiation of IHL 209-585, Batson 3rd Floor Finish Update, and the appointment of JBHM Architecture P.A. as the design professional. The project will update the finishes in the Batson Tower 3rd floor which includes 25 patient rooms. The estimated project budget is \$1,850,000. Funds are available from UMMC Patient Generated Funds (\$750,000) and Children's of Mississippi Philanthropy (\$1,100,000).
16. **MVSU** – Approved the request to increase the budget for GS 106-269, Jacob Aaron Student Union Expansion and Renovation, from \$19,755,000 to \$25,755,000 for an increase of \$6,000,000, and to add HB 1353, Laws of 2022, as a funding source for the project. All other funding sources have been previously authorized by the Board. MVSU

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

received bids for the project on October 13, 2022, and the bids came in much higher than anticipated which resulted in the university not being able to award the project. The budget increase is needed to better reflect the current market conditions and to rebid the project. The scope of this project includes construction of an adjacent expansion to house student service activities, large scale meeting room functions and student recreational activities with adequate seating capacity for attending audiences. Renovations will also include expanded student support spaces, post office, print shop and bookstore. Finally, this project will address remediation of the existing mechanical systems and the renovation of the interior and address all life safety issues and ADA compliance. Funds are available from SB 3065, Laws of 2019 (\$6,320,000); HB 1730, Laws of 2020 (\$13,435,000); and HB 1353, Laws of 2022 (\$6,000,000).

17. **MSU** – Approved the request to increase the budget for IHL 205-325, Davis Wade Renovations, from \$25,000,000 to \$35,000,000 for an increase of \$10,000,000. The funding source will remain the same. The increase will fund the continuation of the project through the design phase with more accurate cost estimates. Funds are available from EBC Bonds (\$35,000,000).
18. **MSU** – Approved the request to increase the budget for IHL 205-328, New Residence Hall, from \$60,000,000 to \$96,000,000 for an increase of \$36,000,000. The funding source will remain the same. The increase will fund the continuation of the project through the design phase with more accurate cost estimates. Funds are available from Internal Cash Reserves (\$20,000,000) and EBC bonds (\$76,000,000).
19. **MSU** – Approved the request to increase the budget for IHL 405-002, Jim and Thomas Duff Center, from \$62 million to \$65 million for an increase of \$3,000,000 and to modify the funding source to include funds from HB 603, Laws of 2023 in the amount of \$15,000,000. MSU will remove University Funds and SB 3002, Laws of 2022 as funding sources for the project. All other funding sources have been previously authorized by the Board. The Jim and Thomas Duff Center will be the home to the University's Autism and Developmental Disabilities Clinic, Disability Resource Center, Access Program, and the College of Education's Department of Kinesiology. Funds are available from HB 1649, Laws of 2018 (\$10,000,000); SB 3005, Laws of 2019 (\$10,000,000); HB 1730, Laws of 2020 (\$10,000,000); SB 2948, Laws of 2021 (\$5,000,000); Private Funding (\$15,000,000); and HB 603, Laws of 2023 (\$15,000,000).
20. **UM** – Approved the request to increase the budget for IHL 207-492, Oxford-University Stadium Expansion, from a preplanning budget of \$1,500,000 to a construction budget of \$30,000,000 for an increase of \$28,500,000. The funding source will remain the same. The project will renovate the existing Oxford-University Stadium to address programmatic deficiencies and upgrade patron amenities. The project will be completed in phases as the budget and seasons permit. Funds are available from Self-Generated Athletic Revenues (\$30,000,000) -UM Athletics /OMAF Foundation.
21. **UM** – Approved the request to increase the budget for IHL 207-495, Brevard Hall 2nd Floor Labs, from \$1,000,000 to \$2,934,296 for an increase of \$1,934,296; to modify the project name, and scope of the project; and to add Internal R&R funds to the project. The project will renovate several existing classrooms and adjacent office spaces into a multi-

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

disciplinary research lab. Funds are available from Capital Appropriations SB 3002, Laws of 2022 (\$1,000,000); and Internal R&R (\$1,943,296).

22. **USM** – Approved the request to rename the project IHL 210-248, from GCRL-Invertebrate Growout II Renovation to Oyster Hatchery and Research Center to match the Mississippi Department of Environmental Quality and U.S. Treasury Grant language and to reduce the scope of the project. The scope of the project, which was previously approved by the Board for the GCRL- Invertebrate Growout II Renovation, will be reduced 30%. The design professional will cut the square footage which may reduce the construction cost to \$7,000,000. Funds are available Senate Bill 2924, Laws of 2016 (\$3,000,000); and MDEQ and U.S. Treasury RESTORE ACT – Grant No.1 RDCGR470130-01-00 (\$7,000,000).
23. **USM** – Approved the request to modify the originally submitted project number from GS# 108-301 to IHL# 208-301, Reed Green Coliseum Renovation. The estimated project budget is \$15 million. Funds are available from Athletic Funds, Private Donations, and SB 3069 – 72-19-04 Hattiesburg Tourism Tax. The project is currently in the planning stage and the funding amounts are still to be determined.
24. **UM** – Approved the following: (1) a Lease Termination Agreement of the current lease between IHL/UM and Alpha Upsilon Chapter House Corporation which is the house corporation of the Kappa Alpha fraternity (“Kappa Alpha”); (2) a new Lease between IHL/UM and Kappa Alpha; (3) a new Lease between IHL/UM and PKPP Alpha Lambda LLC which is wholly owned by the national housing corporation of the Pi Kappa Phi fraternity (“Pi Kapp”); and (4) a Sublease between Kappa Alpha and Pi Kappa. On December 3, 1971, IHL/UM and Kappa Alpha entered a lease for lot #502 on UM’s campus for a fifty-year term until December 2, 2021, with an option to renew for an additional twenty-five years. Kappa Alpha erected a residential fraternity house on the lot but has since outgrown it. Kappa Alpha has exercised its option to renew the lease extending the term until December 2, 2046. With the IHL Board’s approval, Kappa Alpha is terminating its current lease for lot #502 and will lease a new property where it can build a bigger house. Kappa Alpha has entered into a letter of intent with Pi Kapp by which Pi Kapp will compensate Kappa Alpha for termination of the lease for lot #502. Pi Kapp currently does not have a lease with IHL/UM but has relied on subleases with other fraternities to house its members. Pi Kapp will enter into a long-term lease for lot #502 with IHL/UM. Upon termination of the primary lease between IHL/UM and Kappa Alpha for lot #502, Kappa Alpha will enter a new lease with IHL/UM for a new lot and enter into a lease with Pi Kapp for lot #502. Pi Kapp will sublease the house on lot #502 back to Kappa Alpha while Kappa Alpha constructs its house on the new lot. There is no sale. Each lease is for a term of thirty (30) years. An annual lease payment of fifty (50) dollars shall be due on or before the first day of July of each year under each lease. The sublease between Kappa Alpha and Pi Kapp is for a term of thirty-six (36) months. The base rent under the sublease is as follows: \$16,000 per month during the first 12 months of the Term; \$17,000 per month during month 13 through 24 of the Term; and \$18,000 per month during month 25 through the balance of the Term. The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

25. **UMMC** – Approved the request to sell the University Wellness Center located at 46 Northtown Drive in Hinds County, Mississippi to Northtown Investors, LLC for a sales price of \$502,500 which is the average of the two appraisals. The first appraisal was \$500,000. The second appraisal was \$505,000. The property is described as follows: Tract I is a parcel of land located in part of Lot 2 at Northtown Village of Section 5, Township 6 North, Range 2 East in Hinds County and contains approximately 4.73 acres. Tract II is a parcel of land located in part of Lot 2 at Northtown Village of Section 5, Township 6 North, Range 2 East in Hinds County and contains approximately 1.22 acres. Tract II is a parcel of land located in part of Lot 2 at Northtown Village of Section 5, Township 6 North, Range 2 East in Hinds County and contains approximately 0.65 acres. The closing shall take place no later June 30, 2023. The agreement is contingent on Seller, at Sellers expense, obtaining two independent appraisals. If either party is not satisfied with the average of the two appraisals either party may cancel the agreement. A Phase I Environmental Site Assessment (ESA) is not required for the sale of property. However, within 90 days of the effective date of this agreement, the Purchaser may, at the Purchaser's sole cost and expense, conduct a Phase I Environmental Report to determine the condition and suitability of the property. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney General's Office has reviewed this item for compliance with applicable law and found it to be acceptable.
26. **USM** – Approved the request to demolish and delete from inventory Buildings #220 (Clinic for Family Therapy) and #145 (Clinic for Family Therapy Module). Both buildings are old residential houses that the university no longer has use for. These buildings which are located in Hattiesburg, MS are in poor condition and are not cost-effective for the University to repair. The approval letter has been received from the Mississippi Department of Archives and History stating Buildings #220 and #145 are not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.

LEGAL

27. **UM** – Approved the request to amend its contract with Nelson Mullins Riley & Scarborough LLP, as outside counsel to provide legal services on Title IX risk management and regulatory compliance matters. An amendment is necessary to include additional associates who were not listed in the original contract, but who have already performed services. There are no other changes to the previously approved contract, and the maximum amount payable will still be in an amount not to exceed \$50,000. The term of the amended contract (like the original) is from July 1, 2022, to June 30, 2023. The hourly fees for these services are as follows: \$485 for attorney Daniel Cohen, \$350 for attorney Lexi Trumble, and \$310 for attorney Hayley Wilson and all other associates. This firm carries professional liability insurance coverage in the amount of \$200 million per claim with an annual aggregate of \$400 million. This request has been approved by the Attorney General.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

PERSONNEL REPORT

28. **Employment**

University of Mississippi

- Viola Acoff; Dean of Engineering and Professor of Mechanical Engineering; salary of \$360,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2023

University of Southern Mississippi

- Lance Nail; Provost and Senior Vice President for Academic Affairs and Professor of Finance; salary \$365,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2023

29. **Sabbatical**

Jackson State University

- Li-Jing Arthur Chang; Assistant Professor of Journalism and Media Studies; *from* salary \$63,909.08 per annum, pro rata; E&G Funds; 9-month contract; no change in salary for sabbatical period; E&G Funds; effective August 16, 2023 to December 31, 2023; professional development
- Jaegoo Lee; Associate Professor of School of Social Work; *from* salary \$65,099.66 per annum, pro rata; E&G Funds; 9-month contract; no change in salary for sabbatical period; E&G Funds; effective August 16, 2023 to December 31, 2023; professional development
- Jianjun Yin; Professor of Elementary and Early Childhood Education; *from* \$66,061.42 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$33,030.71 for sabbatical period; E&G Funds; effective August 16, 2023 to August 15, 2024; professional development
- Geungu Yu; Professor of Accounting, Finance, and Entrepreneurship; *from* salary \$97,760.07 per annum, pro rata; E&G Funds; 9-month contract; no change in salary for sabbatical period; E&G Funds; effective August 16, 2023 to December 31, 2023; professional development

University of Mississippi Medical Center

- John L. Adams; Assistant Professor of Anesthesiology; *from* salary of \$70,000 per annum, pro rata; E&G and designated funds; 12-month contract; *to* salary of \$35,000 for sabbatical period; E&G and designated funds; effective June 1, 2023 to November 30, 2023; professional development.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

REGULAR AGENDAS

ACADEMIC AFFAIRS

Presented by Trustee Dr. Steven Cunningham, Chair

On motion by Trustee Cunningham, seconded by Trustee Cummings, with Trustee Morgan absent and not voting, 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 Cummings, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Cunningham, seconded by Trustee Cummings, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve item #3. On motion by Trustee Cunningham, seconded by Trustee Ogletree, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve item #4.

1. **MSU** – Approved the request to add the following new academic degree program:
Bachelor of Science (BS) in Applied Sociology
CIP code: 45.1101
Total credit hours: 124
Effective date: August 2023
2. **SYSTEM** – Approved the proposed amendments to Board Policy 608 Intermediate Courses and waived the requirement for a second reading as mandated by Board Policy 201.0302 Procedures for Changing Board Policies and Adopting New Policies. The proposed amendment will allow for intermediate classes to be taken in the first year instead of a student's first semester of enrollment. The request to waive the second reading is so that institutions can implement changes for AY 2023-24.

608 INTERMEDIATE COURSES

- A. All entering students admitted under Board Policy 602 enrolled at an IHL university with an ACT Mathematics subtest score of 16 or less will be required to take Intermediate Mathematics during their first ~~semester~~ year of enrollment. At the discretion of the admitting IHL institution, students whose Mathematics subtest score is 17, 18 or 19 may be required to take Intermediate Mathematics. Students with a minimum ACT Mathematics subtest score of 15 who have completed the Mississippi Department of Education approved mathematics transitional course with a grade of "80" or higher will not be required to take Intermediate Mathematics and should be enrolled in a college-level mathematics course during their first ~~semester~~ year of enrollment.
- B. All entering students admitted under Board Policy 602 enrolled at an IHL university with an ACT English subtest score of 16 or less will be required to take Intermediate English during their first ~~semester~~ year of enrollment. At the discretion of the admitting IHL institution, students whose English subtest score is 17, 18 or 19 may be required to take Intermediate English. Students with a minimum ACT English subtest score of 15 who have completed the Mississippi Department of Education approved literacy transitional course with a grade of "80" or higher will not be required to take Intermediate English and should be enrolled in a college-level English course during their first ~~semester~~ year of enrollment.
- C. All entering students admitted under Board Policy 602 enrolled at an IHL university with an ACT Reading subtest score of 16 or less will be required to take Intermediate Reading during their first ~~semester~~ year of enrollment. At the discretion of the admitting IHL institution, students whose Reading subtest score is 17, 18 or 19 may be required to take Intermediate Reading. Students taking Intermediate Reading should not be permitted to take reading- intensive courses, such as History. Students with a minimum ACT Reading subtest score of 15 who have completed the

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

- Mississippi Department of Education approved literacy transitional course with a grade of “80” or higher will not be required to take Intermediate Reading.
- D. Students taking two or more intermediate courses must enroll in the year- long Academic Support Program or some other IHL-recognized intervention strategy to promote success in the courses in which they are not fully prepared, according to ACT subtest scores and will not be permitted to take more than 17 semester hours.
 - E. Intermediate courses may be delivered through a corequisite model coupled with a credit bearing gateway course.
Regarding course placement using an ACT subtest score, exemptions to this policy based on prior high school course performance, postsecondary course performance, or other academic experiences must be approved by the institution’s Chief Academic Officer or designee.
3. **MISSISSIPPI COLLEGE** – Pursuant to Miss. Code Ann. §37-129-1, et. seq., the Board approved the Stage III Application – Qualify for Full Accreditation for the Master of Science (MSN) nursing program for Mississippi College (MC). On February 21, 2019, the IHL Board of Trustees approved the status of Initial Accreditation for the Master of Science in Nursing (MSN) program at MC. MC has completed the third stage in the process for establishing a new degree program option. A recommendation of approval of Stage III allows the school of nursing to qualify for full accreditation for the MSN program. Stage III in the process for establishing a new degree program option includes a site visit during the last semester of the first graduating class in conjunction with the national nursing accrediting body, submission of program outcomes to include degree completion rate, graduate employment information, and application for Stage III Qualify for Full Accreditation. The state survey team consisting of representatives from the Accreditation Review and Evaluation Committee of the Mississippi Council of Deans and Directors of Schools of Nursing and the IHL Director of Nursing Education conducted a virtual site visit on October 7-9, 2020 in conjunction with the Commission on Collegiate Nursing Accreditation (CCNE), to validate the application for full accreditation and all materials pertaining to the MSN program. MC submitted the final report from CCNE granting Initial Accreditation, with the next evaluation visit in Fall 2025, a completed application for Stage III and supportive evidence to qualify the MSN program for full accreditation.
4. **STATE** – Pursuant to Miss. Code Ann. §37-129-1, based on the evaluation of annual reports documenting compliance with the state nursing accreditation standards, the Board approved the accreditation of the Mississippi Nursing Degree Programs as indicated below.

SCHOOL OF NURSING	PROGRAM TYPE	ACCREDITATION STATUS
Alcorn State University	ASN BSN MSN DNP	Continuing Accreditation With Conditions¹ Continuing Accreditation With Conditions² Continuing Accreditation With Conditions³ Continuing Accreditation
Belhaven University	BSN	Continuing Accreditation
Coahoma Community College	ADN	Continuing Accreditation
Copiah-Lincoln Community College	ADN	Continuing Accreditation
Delta State University	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
East Central Community College	ADN	Continuing Accreditation
East Mississippi Community College	ADN	Continuing Accreditation
Hinds Community College	ADN	Continuing Accreditation

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

Holmes Community College	ADN	Continuing Accreditation
Itawamba Community College	AND	Continuing Accreditation
Jones County Junior College	AND	Continuing Accreditation
Meridian Community College	AND	Continuing Accreditation
Mississippi College	BSN MSN	Continuing Accreditation Full Accreditation
Mississippi Delta Community College	AND	Continuing Accreditation
Mississippi Gulf Coast Community College	AND	Continuing Accreditation
Mississippi University for Women	ASN BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation Continuing Accreditation
Northeast Mississippi Community College	ADN	Continuing Accreditation With Conditions⁴
Northwest Mississippi Community College	ADN	Continuing Accreditation
Pearl River Community College	ADN	Continuing Accreditation
Southwest Mississippi Community College	ADN	Continuing Accreditation
University of Mississippi Medical Center	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
University of Southern Mississippi	BSN DNP	Continuing Accreditation Continuing Accreditation
William Carey University	BSN MSN	Continuing Accreditation Continuing Accreditation

¹**Alcorn State University**

- **REASON:** ADN Program non-compliant with IHL Standard II. Faculty and Staff. 2. State Specific Requirement. g. Preceptors (e.g., mentors, guides, coaches) shall be academically/experientially prepared at or beyond the level for which the preceptor service is rendered and shall have a minimum of one year of experience. Preceptors for prelicensure students not prepared at or beyond the academic level for which the preceptor service is rendered must be prepared at or above the same level of licensure appropriate for the student learning experience recognizing the preceptor's experience and practice expertise. Preceptors shall have a minimum of one year's experience.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 06/30/2023.

²**Alcorn State University**

- **REASON:** BSN Program non-compliant with IHL Standard II. Faculty and Staff. 2. State Specific Requirement. g. Preceptors (e.g., mentors, guides, coaches) shall be academically/experientially prepared at or beyond the level for which the preceptor service is rendered and shall have a minimum of one year of experience. Preceptors for prelicensure students not prepared at or beyond the academic level for which the preceptor service is rendered must be prepared at or above the same level of licensure appropriate for the student learning experience recognizing the preceptor's experience and practice expertise. Preceptors shall have a minimum of one year's experience.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 06/30/2023.
- **REASON:** BSN Program non-compliant with IHL Standard IV. Curriculum. 2. State Specific Requirement. a. Undergraduate student-to-faculty ratios must be: 3. No more than 15 to 1 for those courses that do not require direct supervision (i.e., precepted experiences). Required documentation for validation includes clinical affiliation agreements.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 06/30/2023.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

³**Alcorn State University**

- **REASON:** MSN/Post-Masters Certification Program non-compliant with ACEN Standard 6. Outcomes. Criterion. 6.2. Nurse practitioner certification examination for first-time test takers during the same 12-month period.
- **CONDITION:** must submit a Follow-up Report to ACEN by February 15, 2023.

⁴**Northeast Mississippi Community College**

- **REASON:** ADN program is non-compliant with IHL Standard II. Faculty and Staff. 2. State Specific Requirement. g. Preceptors (e.g., mentors, guides, coaches) shall be academically/experientially prepared at or beyond the level for which the preceptor service is rendered and shall have a minimum of one year of experience. Preceptors for prelicensure students not prepared at or beyond the academic level for which the preceptor service is rendered must be prepared at or above the same level of licensure appropriate for the student learning experience recognizing the preceptor's experience and practice expertise. Preceptors shall have a minimum of one year's experience.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 06/30/2023.

5. **SYSTEM** – The IHL Board received a report on the annual update on the status of nursing in Mississippi.

FINANCE AGENDA

Presented by Trustee Hal Parker, Chair

On motion by Trustee Parker, seconded by Trustee Starr, with Trustee Morgan absent and not voting, 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 Cunningham, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve item #2. Trustee Ogletree recused himself from discussing or voting on items #3 - #6 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 Cummings, with Trustees Morgan and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve items #3 & #4. Trustee Martin recused himself from discussing or voting on items #5 & #6 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 Trustees Martin, Morgan, and Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve items #5 & #6. Trustee Ogletree returned to the room following the discussion and the vote on items #3 - #6 on the Finance Agenda. Trustee Martin returned to the room following the discussion and the vote on items #5 & #6 on the Finance Agenda.

1. **MSU** – Approved the request to initiate the bond process for tax-exempt or taxable bonds up to \$125 million through the Mississippi State University Educational Building Corporation (MSUEBC) to help finance construction of a new Residence Hall and renovations to the west side of Davis Wade Stadium. The combined project funding is \$131 million. The project budget for the new Residence Hall (IHL# 205-328) is \$96 million (\$20 million internal cash reserves and \$76 million MSUEBC Bonds). The project budget for renovations to Davis Wade Stadium (IHL# 205-325) is \$35 million (\$35 million MSUEBC Bonds). The Board also approved the financial advisor's report provided by

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

Hilltop Securities, the Financial Advisor. Jones Walker, LLP is the Bond Counsel. The Board approved Wells Fargo Bank National Association, Raymond James & Associates, Inc., and/or Stephens Inc. as the underwriters. Bond counsel will be compensated at \$1.15 per \$1,000. Long-term bonds will be issued with maturities up to 30 years. MSU expects to issue up to a maximum of \$125,000,000 par value, fixed rate bonds. Proceeds from the bond issue will support the project funds, capitalized interest, cost of issuance and the underwriter's discount. Based on the Financial Advisor's report dated May 18, 2023, the proposed debt amortization will have an average annual debt payment of \$9,053,000 at an expected all-in true interest cost of 5.94 percent. Funding will come from various Athletic revenues, including annual seat donations and ticket sales. Rental revenues from the new residence hall will also be a funding source. A bond resolution will be presented at a subsequent meeting. Legal Staff has reviewed the proposed documents for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. **MSU** – Approved the request to revise the addition of housing room rates to include triple rooms in six residence halls for FY2024. With the anticipation of a larger class of first year students, Housing & Residence Life will offer triple rooms in Hathorn Hall (4 rooms), Cresswell Hall (4 rooms), Oak Hall (8 rooms), and Magnolia Hall (8 rooms) at the same rate as the double occupancy rate. These rooms are larger with more square footage to accommodate an additional person. It will also offer triple occupancy in Dogwood Hall (50 rooms) and Deavenport Hall (15 rooms) at a rate less than double occupancy. These rooms are the standard room size so the rate will be reduced for all occupants of these spaces. The triple room spaces will accommodate first-year students and the upper division students who have previously signed contracts to live on campus in Fall 2023.

Residence Hall	Year of Construction or last Major Renovation	Type of Room	Other Occupancy Rate FY 2024
Dogwood Hall	2016	Triple	\$6,200
Deavenport Hall	2016	Triple	\$6,200
Oak Hall	2012	Triple	\$8,588
Magnolia Hall	2012	Triple	\$8,588
Cresswell Hall	2002	Triple	\$6,589
Hathorn Hall	2003	Triple	\$6,589

The Board waived the requirement of a thirty-day review of the tuition, room, and board rates as required by Board Policy 702.04 Approval Process, subsection C Consideration of Requests.

3. **SYSTEM** – Approved the request to purchase cyber liability and incident response insurance coverage for the system with Lloyds of London – Beazley Syndicate (Beazley). Beazley has an A.M. Best Rating of A XV. The contract transfers some of the risk to the insurer and the breach response coverage provides expert assistance and access to a network of contractors with pre-negotiated rates. The contract is a one-year insurance policy beginning May 26, 2023, and terminating May 26, 2024. The cost will be approximately \$520,162.50. The IHL Self-Insured Tort Plan pays the premium and

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

allocates an appropriate premium share to each insured participant. The share for each participant, other than UMMC, is built into the annual assessment of the Tort Plan, and the Tort Plan invoices UMMC for its share. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. **UMMC** – Approved the request to enter a Product Pricing and Consignment Agreement with Smith & Nephew, Inc. (Smith & Nephew) for the purchase and consignment of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients. These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints. 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 agreement is three (3) years, from June 1, 2023, through May 31, 2026. The estimated cost of the agreement is \$8,800,000.00 over the three (3) year term. This includes an annual twenty-five percent (20%) increase per year to allow for potential volume change. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
5. **SYSTEM** – Approved the request to renew its property insurance coverage with Affiliated FM Insurance Company (AFM). Additionally, the wind and flood coverage for the gulf coast (referred to as a Difference in Conditions or “DIC” policy) includes a number of markets which share the risk. This will be a one-year insurance policy from May 31, 2023, to May 31, 2024. The AFM premium is approximately \$9,704,734 for 2023-2024. Premium amounts may increase or decrease through the term of the policy as universities add or decrease their insured values. The current quote excludes a power generation building at MSU. Should AFM agree to insure it, the Board approved the inclusion of the power generation building and equipment on the policy. The DIC coverage will be approximately \$3,250,000. Each university and the Board Office will pay its respective share of the premium which is billed and paid directly between the insurance company and the insured. 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 contract with Gallagher Student Health & Special Risk to provide secondary insurance coverage for MSU student-athletes up to the \$90,000 per claim. The NCAA catastrophic injury policy begins coverage at \$90,000. The policy has a \$2,500 deductible. The term of the contract is July 1, 2023 – June 30, 2024. The total contract amount is \$358,918 to be paid with Athletic Department self-generated funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

ADMINISTRATION/POLICY AGENDA

Presented by Commissioner Alfred Rankins, Jr.

On motion by Trustee Ogletree, seconded by Trustee Cummings, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Administration/Policy Agenda.

1. **SYSTEM** – Approved the committee appointments by President Alfred McNair, Jr.

STANDING COMMITTEES

Academic Affairs Committee – Hal Parker, Chair
Audit Committee – Teresa Hubbard, Chair
Finance Committee – Tom Duff, Chair
Health Affairs Committee – Dr. Steven Cunningham, Chair
Legal Committee – Gee Ogletree, Chair
Real Estate Committee – Chip Morgan, Chair

AD HOC COMMITTEES

Ayers Endowment Management

1. Gregg Rader, Chair
2. Dr. Alfred McNair, Jr., Board President
3. Dr. Alfred Rankins, Commissioner
4. Dr. Ontario Wooden, ASU Interim President
5. Dr. Elayne Hayes-Anthony, JSU Temporary Acting President
6. Dr. Jerryl Briggs, MVSU President
7. Jeanne Luckey, Trustee
8. Dr. Walt Starr, Trustee

Diversity

1. Dr. Ormella Cummings, Co-Chair
2. Dr. Steven Cunningham, Co-Chair
3. Jeanne Luckey

Note: The President is an Ex-Officio member of all committees. All trustees are members of the standing committees.

INFORMATION AGENDAS

Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS

1. **USM** – Intent to offer the existing degree programs by distance learning.
 - a. Bachelor of Science in Business Administration (BSBA) in Accounting
Total credit hours: 120
CIP Code, Sequence: 52.0301, 5530
Cost to offer by distance learning: Offset by online course fee of \$20 per credit hour
Effective date: August 2023

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

- b. Master of Science (MS) in Kinesiology (Exercise Science)
Total credit hours: 30
CIP Code, Sequence: 31.0505, 4345
Cost to offer by distance learning: Offset by online course fee of \$20 per credit hour
Effective date: August 2023

FINANCE

- 2. **MUW** – The Mississippi Department of Information Technology Services (MS ITS), as contracting agent for the Mississippi University for Women, entered a contract with Instructure, Inc. in 2015 based on RFP 3692 for the Canvas Learning Management System. The contract was renewed by MS ITS in 2018 for five years. The contract was extended for three more years to continue to offer online courses and resources to the campus community through a learning management system. The cost of the contract is \$299,896.82 and funded with unrestricted funds.
- 3. **UMMC** – The Mississippi Department of Information Technology Services (MS ITS), as contracting agent for UMMC, entered two Order Forms, 00349778.0 and 386762, under the current Master Subscription Agreement with Workday, Inc. Order Form 00349778.0 is the subscription license for the Enterprise Resource Planning system. Order Form 386762 is for training over the next five (5) years of the subscription license period. The term of Order Form 0349778.0 and Order Form 38672 is five (5) years beginning January 19, 2023, and ending January 18, 2028. The cost for Order Form 0349778.0 is \$12,066,364.00. The cost for Order Form 38672 is \$173,305.00. The total cost of the Master Subscription Agreement is now \$25,197,716.60.

REAL ESTATE

- 4. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the April 20, 2023 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 1.)

LEGAL

- 5. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 2.)
- 6. **USM** – Trustee Gee Ogletree, as Board Legal Committee Chair, on behalf of the Board, approved the University of Southern Mississippi's request to hire Zachary and Leggett, PLLC as outside counsel to provide legal services including general legal advice, commercial and regulatory matters, investigations in matters involving various legal issues, and litigation. The term of the contract is May 2, 2023 through June 30, 2024. The hourly rate for attorneys is \$195 and \$90 per hour for paralegal services. The maximum amount payable under the term of the contract shall not exceed \$15,000. This firm carries professional liability insurance coverage in the amount of \$2,000,000 per claim with an annual aggregate of \$4,000,000. This approval is pending approval by the Office of the Attorney General.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

7. **USM** – Trustee Gee Ogletree, as Board Legal Committee Chair, on behalf of the Board, approved the University of Southern Mississippi’s request to hire Scott J. Schwartz, P.A. as outside counsel to provide legal services including general legal advice, commercial and regulatory matters, investigations in matters involving various legal issues, and litigation. The term of the contract is May 2, 2023 through June 30, 2024. The hourly rate for attorneys is \$195 and \$90 per hour for paralegal services. The maximum amount payable under the term of the contract shall not exceed \$15,000. This firm carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$2,000,000. This approval is pending approval by the Office of the Attorney General.

ADMINISTRATION/POLICY

8. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for review at the Board Office.
- a. **MSU** – On April 20, 2023, Commissioner Alfred Rankins, Jr., approved a request to advertise for bid and award the sale to the highest and best bidder for the timber on 419 acres of land from Mississippi State University’s Mississippi Agriculture and Forestry Experiment Stations in Copiah, Marshall, Newton, Oktibbeha, Pearl River, and Washington Counties. The timber is being sold to generate revenue while properly managing institutional forest land assets. The successful bidders will cut and remove all merchantable timber on the property as directed by MSU. The Office of the Attorney General has reviewed the request and found the same to be in compliance with applicable law and Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.
 - b. **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 April 12, 2023, Commissioner Alfred Rankins, Jr. approved the UM Parking and Traffic Rules and Regulations for the 2023-2024 school year. The IHL Senior Associate Commissioner for Legal Affairs has reviewed and approved the documents.

PERSONNEL

9. **Sabbatical**

Mississippi State University

FROM: Thessalia Merivaki; Assistant Professor of Political Science & Public Administration; *from* salary of \$70,285.00 per annum, pro rata; E&G Funds; 12 -month contract; *to* salary of \$35,142.50 for sabbatical period; E&G Funds; effective August 16, 2023, to May 15, 2024; professional development
[Originally approved by IHL Board March 23, 2023]

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

TO: Thessalia Merivaki; Assistant Professor of Political Science & Public Administration; *from* salary of \$70,285.00 per annum, pro rata; E&G Funds; 12 -month contract; *to* salary of \$35,142.50 for sabbatical period; E&G Funds; effective August 16, 2023, to December 31, 2023; professional development

University of Mississippi

FROM: Jackie DiBiasie-Sammons; Assistant Professor of Classics; *from* salary \$62,182 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$31,091; E&G Funds; effective August 17, 2023 to December 31, 2023 and January 22, 2024 to May 11, 2024; professional development (Contingent on being awarded tenure by July 1.)

[Originally approved by IHL Board February 16, 2023]

CORRECTED: Jackie DiBiasie-Sammons; Assistant Professor of Classics; salary \$62,182 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 22, 2024 to May 11, 2024; professional development (Contingent on being awarded tenure by July 1.)

FROM: Ana Velitchkova; Croft Assistant Professor of Sociology and International Studies; salary \$65,079 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 17, 2023 to December 31, 2023; professional development (Contingent on being awarded tenure by July 1.)

[Originally approved by IHL Board February 16, 2023]

CORRECTED: Ana Velitchkova; Croft Assistant Professor of Sociology and International Studies; *from* salary \$65,079 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$32,539; E&G Funds; effective August 17, 2023 to December 31, 2023 and January 22, 2024 to May 11, 2024; professional development (Contingent on being awarded tenure by July 1.)

**HEALTH AFFAIRS
COMMITTEE REPORT**

Wednesday, May 17, 2023

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 monthly financial summary, the strategic goal dashboard, and the bond issue and received the quarterly quality report. **No action was taken.**
2. Executive Session

On motion by Trustee McNair, with Trustees Cummings, Cunningham, Morgan, and Parker absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee McNair, seconded by Trustee Ogletree, with Trustees Cummings, Cunningham, Morgan, and Parker absent and not voting, all Committee members legally present and participating voted unanimously **to enter Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

Discussion of the strategic business plans of a public hospital and the location, relocation, or expansion of medical services.

During Executive Session, the following matters were discussed:

The Committee discussed the strategic business plans of a public hospital and the location, relocation, or expansion of medical services. **No action was taken.**

On motion by Trustee McNair, seconded by Trustee Ogletree, with Trustees Cummings, Cunningham, Morgan, and Parker absent and not voting, all Committee members legally present and participating voted unanimously to return to open session.

3. On motion by Trustee Ogletree, seconded by Trustee Duff, with Trustees Cummings, Cunningham, Morgan, and Parker absent and not voting, 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, Mr. Gee Ogletree, and Mr. Gregg Rader. Dr. Ormella Cummings, Dr. Steven Cunningham, Mr. Chip Morgan, and Mr. Hal Parker were absent.

ANNOUNCEMENTS

- President McNair announced the next Board meeting will be June 15, 2023.

EXECUTIVE SESSION

On motion by Trustee Hubbard, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Starr, seconded by Trustee Duff, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously **to enter Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of a personnel matter at Jackson State University.

Discussion of a personnel matter at Alcorn State University.

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

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

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

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

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

On motion by Trustee Ogletree, seconded by Trustee Cunningham, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to embark on a national search for the next president of Jackson State University, to engage Academic Search as the search consultant, and to authorize the Commissioner to negotiate the contract price with Academic Search.

ADJOURNMENT

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

President, Board of Trustees of State Institutions of Higher Learning

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 18, 2023**

EXHIBITS

- | | |
|-----------|---|
| Exhibit 1 | Real Estate items that were approved by the IHL Board staff subsequent to the April 20, 2023 Board meeting. |
| Exhibit 2 | Report of the payment of legal fees to outside counsel. |

EXHIBIT 1

May 18, 2023

SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE APRIL 20, 2023, BOARD MEETING SUBMISSION DEADLINE

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

Change Order Approval Note: No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff until the budget increase is approved by the Board.

DELTA STATE UNIVERSITY

1. DSU- GS #102-281 – ADA COMPLIANCE BOLOGNA PERFORMANCE ARTS CENTER

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Burris-Wagnon Architects

Approval Status & Date: APPROVED, April 26, 2023

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 26, 2023

Project Initiation Date: November 17, 2022

Design Professional: Burris-Wagnon Architects

General Contractor: TBD

Total Project Budget: \$1,702,500.00

JACKSON STATE UNIVERSITY

2. JSU- GS 103-220B – C.F. MOORE PLAZA 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 April 18, 2023 to approve the initiation and design professional for the C.F. Moore Plaza Improvements project.

Interim Approval Status & Date: APPROVED, April 18, 2023

Approval Request #2: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,076,000.00 to the apparent low bidder, Richard Womack Construction, LLC.

Approval Status & Date: APPROVED, April 27, 2023

EXHIBIT 1

May 18, 2023

Project Initiation Date: April 18, 2023

Design Professional: Eley Guild Hardy Architects – Jackson, P.A.

General Contractor: TBD

Total Project Budget: \$1,200,000.00

MISSISSIPPI STATE UNIVERSITY

3. **MSU- IHL #205-283 – ADDITIONS & RENOVATIONS TO HUMPHREY COLISEUM PH1**

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of \$494,263.56 and two (2) additional days to the contract of Thrash Commercial Contractors, Inc.

Approval Status & Date: APPROVED, April 19, 2023

Change Order Description: Change Order #5 includes the following: modifications to the existing bowl; storm drain revisions; omitted new work at Bailey Howell Dr island; added additional interior expansion joints; grade revisions at utility yard; added a shaft liner at top of existing elevator shaft; steel beam modification to accommodate conduit and avoid lower ceiling height at sideline club; seating bowl modifications; VCT for MDF room; additional electrical for large format LED displays; added stud & gypsum board wraps at exposed concrete beams & columns; additional fire alarm components; steel supports for existing exterior pilasters; electrical revisions to relocate transformer to mezzanine; and two (2) days to the contract.

Change Order Justification: These changes were necessary due to user/owner requested modifications; errors and omissions in the plans and specifications; latent job conditions; and days for work as indicated herein.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$1,709,738.78.

Project Initiation Date: June 16, 2018

Design Professional: Dale Partners

General Contractor: Thrash Commercial Contractors, Inc.

Total Project Budget: \$50,000,000.00

4. **MSU- IHL #205-298 – REBID CRESSELL HALL RECARPET AND REPAINT**

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$583,717.00 and zero (0) additional days to the contract of Ethos Contracting Group, LLC.

Approval Status & Date: APPROVED, May 3, 2023

Change Order Description: Change Order #1 includes the following: replaced toilet room fixtures, finishes and partition system; and replaced elevator cab finishes.

Change Order Justification: These changes were due to user/owner requested modifications.

Total Project Change Orders and Amount: One change order for a total amount of \$583,717.00.

EXHIBIT 1

May 18, 2023

Project Initiation Date: December 5, 2019
Design Professional: Shafer-Zahner-Zahner, PLLC.
General Contractor: Ethos Contracting Group, LLC
Total Project Budget: \$3,700,000.00

5. **MSU- IHL #205-327 – RICE HALL RENOVATIONS**

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Shafer-Zahner-Zahner

Approval Status & Date: APPROVED, April 10, 2023

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 10, 2023

Project Initiation Date: October 20, 2022

Design Professional: Shafer-Zahner-Zahner

General Contractor: TBD

Total Project Budget: \$3,000,000.00

6. **MSU- IHL #205-333 – SUMMER PAVING 2023**

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,951,499.00 to the apparent low bidder, Falcon Contracting Company, Inc.

Approval Status & Date: APPROVED, April 6, 2023

Project Initiation Date: October 20, 2022

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

General Contractor: Falcon Contracting Company, Inc.

Total Project Budget: \$2,500,000.00

7. **MSU- IHL #405-006 – BOST DRIVE RELOCATION FOR CAAD**

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Neel-Schaffer Engineers and Planners, Inc.

Approval Status & Date: APPROVED, April 11, 2023

Approval Request #2: Design Development Documents

Board staff approved the Design Development Documents as submitted by Neel-Schaffer, Engineers and Planners, Inc.

Approval Status & Date: APPROVED, April 12, 2023

Project Initiation Date: November 17, 2022

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

General Contractor: TBD

Total Project Budget: \$2,000,000.00

EXHIBIT 1

May 18, 2023

8. APPROVAL MSU TIMBER SALES

MSU requests approval of five (5) timber sales listed as follows: 23-01MF (Marshall County); 23-03MF03055 (Washington County); 23-04MF04014 (Perl River County); 23-05MF08003 (Oktibbeha County); 23-06MF (Copiah County). There are five parcels of land in the MSU Agriculture and Forestry Experiment Stations totaling 419 acres located in five separate counties. Each parcel will be bid separately, not expected to exceed \$500,000.00. The timber is being sold to generate revenue while properly managing institutional forest land assets. The successful bidders will cut and remove all merchantable timber on the property as directed by MSU.

Approval Status & Date: APPROVED, April 25, 2023

MISSISSIPPI UNIVERSITY FOR WOMEN

9. MUW- GS #104-188 – CULINARY ARTS

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$106,530.43 and thirty-six (36) additional days to the contract of West Brothers Construction, LLC.

Approval Status & Date: APPROVED, April 12, 2023

Change Order Description: Change Order #3 includes the following: additional cast stone; added full height quartz backsplash in Demonstration A10; added concrete paving for turning lane; added door access controls; added a stainless steel utility wall in Baking A23- substituted for a Nanawall sliding door; added an audio/visual system; equipment substitution and modification of millwork at Demonstration A10 (credit); added a pea gravel floor in walk-in freezer; and thirty-six (36) weather days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; and weather delays as indicated herein.

Total Project Change Orders and Amount: Three change orders for a total amount of \$212,307.00.

Project Initiation Date: June 18, 2015

Design Professional: JBHM Architects, P.A.

General Contractor: West Brothers Construction LLC

Total Project Budget: \$19,555,613.00

MISSISSIPPI VALLEY STATE UNIVERSITY

10. MVSU – GS 106-265B – CAMPUS ROOFING PHASE II

NOTE: This is a Bureau of Building project

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, April 12, 2023

EXHIBIT 1

May 18, 2023

Approval Request #2: Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Shafer-Zahner-Zahner Office of Architecture.

Approval Status & Date: APPROVED, April 12, 2023

Approval Request #3: Construction Documents

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

Approval Status & Date: APPROVED, May 1, 2023

Approval Request #4: Advertise/Receive Bids

Board staff approved the request to Advertise/Receive Bids

Approval Status & Date: APPROVED, May 1, 2023

Project Initiation Date: November 17, 2022

Design Professional: Shafer-Zahner-Zahner Office of Architecture

General Contractor: TBD

Total Project Budget: \$3,000,000.00

UNIVERSITY OF MISSISSIPPI

11. **UM- IHL #207-473.2 – OLE MISS SOFTBALL COMPLEX ADDITION & RENOVATION – PH II FIELD**

Approval Request #1: Construction Documents

Board staff approved the Construction Documents as submitted by McCarty Architects, P.A.

Approval Status & Date: APPROVED, April 17, 2023

Approval Request #2: Advertise/Receive Bids

Board staff approved the request to Advertise/Receive Bids

Approval Status & Date: APPROVED, April 17, 2023

Project Initiation Date: October 21, 2021

Design Professional: McCarty Architects, P.A.

Construction Management Advisor: ICM

General Contractor: Innovative Construction Management, LLC [CMa]

Total Project Budget: \$25,000,000.00

12. **UM- IHL #207-485 – JAC-CENTER FOR GRAPHENE RESEARCH RENOVATION**

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$2,249,000.00 to the apparent low bidder, Hills Construction, LLC.

Approval Status & Date: APPROVED, April 10, 2023

Project Initiation Date: January 6, 2023

Design Professional: McCarty Architects, P.A.

General Contractor: Hills Construction, LLC

Total Project Budget: \$2,750,000.00

EXHIBIT 1

May 18, 2023

13. **UM- IHL #207-495 BREVARD HALL 201 RENOVATION**

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by McCarty Architects P.A.

Approval Status & Date: APPROVED, April 14, 2023

Project Initiation Date: January 19, 2023

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Total Project Budget: \$1,000,000.00

14. **UM- IHL #207-496 FASER HALL 453 LAB RENOVATION**

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by McCarty Architects P.A.

Approval Status & Date: APPROVED, May 1, 2023

Project Initiation Date: January 19, 2023

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Total Project Budget: \$1,000,000.00

15. **UM- IHL #207-497.1 – NEW STUDENT HOUSING – KINCANNON DEMOLITION**

Approval Request #1: Construction Documents

Board staff approved the Construction Documents as submitted by McCarty Architects, P.A.

Approval Status & Date: APPROVED, April 6, 2023

Approval Request #2: Advertise/Receive Bids

Board staff approved the request to Advertise/Receive Bids

Approval Status & Date: APPROVED, April 6, 2023

Project Initiation Date: January 6, 2023

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Phased Project Budget: \$2,493,176.32

Total Project Budget: \$16,000,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

16. **UMMC- IHL #209-583 – NEUROSURGERY OFFICE RENOVATION**

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$42,286.00 and five (5) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, April 17, 2023

EXHIBIT 1

May 18, 2023

Change Order Description: Change Order #1 includes the following: replace existing spandrel glazing; electrical revisions; replace damaged threshold; extend west wall in Conference Rm 732; additional work in Lobby 700; install furring and gypsum board in various offices; and five (5) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; errors and omissions in the plans and specifications; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$42,286.00.

Project Initiation Date: October 3, 2022

Design Professional: JBHM Architecture

General Contractor: Fountain Construction Company, Inc

Total Project Budget: \$1,550,000.00

17. UMMC- IHL #209-584 – FEMALE FACULTY SURGERY LOUNGE

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,189,000.00 to the apparent low bidder, Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, April 11, 2023

Project Initiation Date: January 19, 2023

Design Professional: CDFL Architects & Engineers, P.A.

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$1,500,000.00

18. UMMC- IHL #409-001 – RESEARCH AHU REPLACEMENT

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$5,687.77 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, April 11, 2023

Change Order Description: Change Order #1 includes the following: install two 2 ½ inch hot taps in lieu of specified 3 inch hot tap.

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 \$5,687.77

Project Initiation Date: February 24, 2021

Design Professional: Dean and Dean Architects

General Contractor: Fountain Construction Company, Inc

Total Project Budget: \$2,122,624.00

EXHIBIT 1

May 18, 2023

19. UMMC – IHL 409-005 – NEW SCHOOL OF NURSING

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Eley Guild Hardy Architects.

Approval Status & Date: APPROVED, May 1, 2023

Project Initiation Date: January 27, 2023

Design Professional: Eley Guild Hardy Architects

General Contractor: TBD

Total Project Budget: \$65,000,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

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

NOTE: This is a Bureau of Building project

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$14,371,000.00 to the apparent low bidder, Hanco Corporation.

Approval Status & Date: APPROVED, April 20, 2023

Project Initiation Date: March 19, 2020

Design Professional: Albert & Robinson Architects

General Contractor: Hanco Corporation

Total Project Budget: \$16,600,000.00

EXHIBIT 2

May 18, 2023

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 4/20/23) from the funds of Mississippi State University. (This statement, in the amount of \$1,218.75, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 1,218.75

Payment of legal fees for professional services rendered by Copeland Cook Taylor & Bush (statements dated 3/10/23, 4/11/23, 4/11/23, 4/11/23 and 4/11/23) from the funds of Mississippi State University. (These statements, in the amounts of \$3,881.00, \$276.00, \$709.00, \$1,032.00 and \$2,951.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 8,849.00

Payment of legal fees for professional services rendered by Ware | Immigration (statement dated 4/3/23) from the funds of Mississippi State University. (This statement, in the amount of \$523.00, represents services and expenses in connection with immigration/labor certification matters.)

TOTAL DUE.....\$ 523.00

Payment of legal fees for professional services rendered by Ware | Immigration (statements dated 2/1/23, 2/1/23, 2/1/23, 2/1/23, 2/1/23, 2/1/23, 3/1/23 and 4/3/23) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,500.00, \$49.00, \$47.35, \$113.75, \$6,000.00, \$7,000.00, \$2,500.00 and \$2,500.00, respectively, represent services and expenses in connection with immigration/labor certification matters.)

TOTAL DUE.....\$ 20,710.10

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 4/18/23) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$4,583.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 4,583.00

EXHIBIT 2

May 18, 2023

Payment of legal fees for professional services rendered by Ware | Immigration (statements dated 4/1/23, 4/1/23, 4/1/23 and 4/1/23) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$51.48, \$17.90, \$2,250.00 and \$2,250.00, represent services and expenses in connection with immigration/labor certification matters.)

TOTAL DUE.....\$ 4,569.38

Payment of legal fees for professional services rendered by Wise Carter (statement dated 4/7/23) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$721.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 721.50

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

Payment of legal fees for professional services rendered by Bradley Arant Boult Cummings LLP (statements dated 4/6/23 and 4/6/23) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents or intellectual property matters: “Smart Cork” - \$194.50 and “Wave Amplifier Provisional Application” - \$1,750.00.)

TOTAL DUE.....\$ 1,944.50

Payment of legal fees for professional services rendered by Conley Rose (statements dated 4/6/23 and 4/6/23) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents or intellectual property matters: “Wearable Stretch and Pressure Sensor Motion Capture System for Human Movement” - \$4,569.00; and “Wearable Flexible Sensor Motion Capture System” - \$445.00.)

TOTAL DUE.....\$ 5,014.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 4/12/23, 4/12/23 and 4/12/23) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents or intellectual property matters: “Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same” - \$2,446.50; “Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same” - \$115.50; and “Thienyl-Dibenzoazepines and Their Derivatives as Donor for Xanthene-Based Short-Wave Infrared (SWIR) Dyes” - \$199.50, respectively.)

TOTAL DUE.....\$ 2,761.50

EXHIBIT 2

May 18, 2023

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/28/23, 3/28/23, 3/28/23 and 3/29/23) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents or intellectual property matters: “Unsymmetric CCC-HNC Pincer” - \$38.00; “Unsymmetric CCC-HNC Pincer” - \$1,740.00; “Novel Catalysts and Process” - \$790.50; and “Coal Char-Production and Properties” - \$479.50, respectively.)

TOTAL DUE.....	\$	3,048.00
-----------------------	-----------	-----------------

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 3/31/23, 3/31/23, 3/31/23 and 3/31/23) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents or intellectual property matters: “Phenylphosphine Oxide Epoxy Polymer and Atomic Oxygen Stable Epoxy Polymer” - \$503.45; “Chevron Oronite Patent Maintenance” - \$392.00; “Gulf Blue Trademark” - \$27.00; and “Oral Suction Device” - \$217.50).

TOTAL DUE.....	\$	1,139.95
-----------------------	-----------	-----------------

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
JUNE 15, 2023

1. **STATE – MISSISSIPPI NURSING DEGREE PROGRAM ACCREDITATION STANDARDS REVISIONS AND RATIONALE**

- A. The Accreditation Commission for Education in Nursing updated the 2017 standards and criteria to the new 2023 standards and criteria. Those standards and criteria corresponding with the state standards and criteria have been updated.
- B. State Standard V. Resources regarding fiscal, physical, learning resources and support services have been deleted. There were no state specific requirements for Standard V. Note: It served for placement of the national standards and criteria revolving around resources but those have been combined with others so that CCNE, ACEN, and NLN-CNEA all have only a total of 5 standards. Standard Six VI. Outcomes will now become Standard V. Outcomes.
- C. Revision to Standard IV. Curriculum
- 2.State Specific Requirements b. Graduate student-to-faculty ratios must be:
4. No more than ~~6 to 1~~ **8 to 1** for advanced practice registered nurse (APRN) clinical courses that do not require direct supervision (i.e., precepted experiences)

Rationale:

The new Standards for Quality Nurse Practitioner Education, 6th edition (2022) Criterion II.C. states, “The NP Program has sufficient human capital, including appropriately qualified faculty, preceptors, and staff, to provide quality NP education. This is to include:

- One full-time equivalent (FTE) faculty teaching in the NP Program, not to exceed 24 matriculated NP students.
- NP faculty-to-student ratio for oversight of clinical learning not to exceed 1:8 within the NP Program’s faculty workload formula.”

- D. The new Standards for Quality Nurse Practitioner Education, 6th edition (2022) also increased the number of required practicum hours from 500 to 750.

2. **SYSTEM – MODIFICATION OF EXISTING ACADEMIC DEGREE PROGRAMS**

Board Policy 503 states: “*As part of its broad constitutional authority to govern the universities, the Board shall exercise its authority to modify programs offered by the universities generally or at various units of the universities.*”

In accordance with Board policy 503, Alcorn State University, the University of Mississippi, the University of Mississippi Medical Center, and the University of Southern Mississippi submit requests for the modification of existing academic degree programs.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
JUNE 15, 2023

RENAMING

- A. **UM – Current program title:** Bachelor of Arts (BA) in Rhetoric
Proposed program title: **Bachelor of Arts (BA) in Rhetoric, Writing, and Speech Comm**
Responsible academic unit: Department of Writing and Rhetoric, College of Liberal Arts
Current CIP code, sequence: 23.1304, 5892
Total credit hours: 120
Effective date: August 2023
Rationale: The new program title clarifies the curriculum of the program, which offers students practical lessons in professional writing, rhetoric, and speech communication. Students will have the opportunity to complete an area of emphasis, either professional writing or speech communication. Both options currently exist in practice and no additional classes need to be added. The decision to make this change after consulting with a local marketing firm and current and former students and faculty.

DELETING

- B. **UM – Program title:** **Master of Science (MS) in Health Promotion**
Responsible academic unit: School of Applied Sciences
CIP code, sequence: 31.0599, 4433
Total credit hours: 30
Effective date: July 2023
Rationale: The Masters of Public Health was created in 2020, and at that time, the Master of Science (MS) in Health Promotion was suspended allowing students who were enrolled at the time to complete coursework in the MS in Health Promotion or to transition to the new program. All students have now graduated or transitioned out of the MS in Health Promotion program.
- C. **USM – Program title:** **Bachelor of Science (BS) in Special Education (K-12 Licensure)**
Responsible academic unit: School of Education
CIP code, sequence: 13.1001, 5554
Total credit hours: 120
Effective date: Suspend – August 2023; Delete after teach-out is complete in May 2026.
Number of students currently enrolled: 21
Number of faculty affected: 3
Rationale: The proposed inactivation of this degree is occurring after five years of declining enrollment and graduation rates. The resources will be reallocated to enhance other viable pathways to a teaching license in special education. Students will still be able to pursue licensure in Special Education at USM through master's programming (MS in Special Education and MS in Inclusive Elementary Education), supplemental endorsement (achievable within the Elementary Education program), and challenging the praxis examination.
- D. **USM – Program title:** **Master of Education (MEd) in School Counseling**
Responsible academic unit: School of Child and Family Sciences
CIP code, sequence: 13.1101, 4337
Total credit hours: 48
Effective date: Suspend – August 2023; Delete after teach-out is complete in May 2025.
Number of students currently enrolled: 42

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
JUNE 15, 2023

Number of faculty affected: 1

Rationale: The Mississippi Department of Education (MDE) is changing the licensure requirements for school counselors in that students must complete a 60-hour master's degree that aligns with CACREP accreditation to qualify for school counseling license. DSU, JSU, MSU, UM, MC, and WCU offer this program and meet the new licensure requirements. USM's 48-credit hour program has had healthy enrollment for several years, but the new requirements inhibit the program sustainability as graduates will no longer qualify for a license through MDE.

3. **SYSTEM – MODIFICATION OF EXISTING ACADEMIC UNITS**

In accordance with Board policies 503 and 504, Alcorn State University and the University of Mississippi submit requests to modify existing academic units.

RENAMING

A. **ASU – Current unit title:** School of Agriculture and Applied Sciences

Proposed unit title: **College of Agriculture and Applied Sciences**

Organizational units operating under unit:

Department of Advanced Technologies

Department of Agriculture

Department of Human Sciences

Degree programs offered within unit:

Bachelor of Science (BS) in Agricultural Economics

Bachelor of Science (BS) in Agribusiness Management

Bachelor of Science (BS) in Agricultural Sciences

Bachelor of Science (BS) in Applied Science

Bachelor of Science (BS) in Computer Networking and Information Technology

Bachelor of Science (BS) in Robotics and Automation Technology

Bachelor of Science (BS) in Food, Nutrition, and Community Health

Bachelor of Science (BS) in Human Development and Family Science

Master of Science (MS) in Agricultural Economics

Master of Science (MS) in Plant and Soil Science

Master of Science (MS) in Animal Science

Master of Science (MS) in Applied Science

Master of Science (MS) in Workforce Education Leadership

Effective date: August 2023

Cost of implementation: \$0

Rationale: This request reflects the strategic goals of the university and vision within the School of Agriculture and Applied Sciences to provide a more attractive title that is equivalent to peer institutions.

B. **ASU – Current unit:** School of Arts and Sciences

Proposed Title: **College of Arts and Sciences**

Organizational units operating under unit:

Department of Biological Sciences

Department of Chemistry

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
JUNE 15, 2023

Department of English, Language, and Mass Communication
Department of Fine Arts
Department of Mathematics and Computer Science
Department of Military Science
Department of Social Sciences
Department of Social Work

Degree programs offered within unit:

Bachelor of Arts (BA) in English
Bachelor of Arts (BA) in History
Bachelor of Arts (BA) in Mass Communications
Bachelor of Arts (BA) in Music
Bachelor of Arts (BA) in Political Science
Bachelor of Arts (BA) in Sociology
Bachelor of Music (BM)
Bachelor of Science (BS) in Biology
Bachelor of Science (BS) in Computer Science
Bachelor of Science (BS) in Criminal Justice
Bachelor of Science (BS) in Mathematics
Bachelor of Social Work (BSW)
Master of Arts (MA) in History
Master of Liberal Arts (MLA)
Master of Science (MS) in Biology
Master of Science (MS) in Computer and Information Science

Effective date: August 2023

Cost of implementation: \$0

Rationale: This request reflects the strategic goals of the university and vision within the School of Arts and Sciences to provide a more attractive title that better reflects the breadth of academic disciplines available to students and faculty.

C. **UM – Current unit:** Department of Marketing/MIS

Proposed Title: **Department of Marketing, Analytics, and Professional Sales**

Unit Location: School of Business Administration

Effective date: August 2023

Cost of implementation: \$0

Rationale: This request creates a more up-to-date name and is more in line with the department's offerings.

D. **UM – Current unit:** Department of Communication and Media Studies

Proposed Title: **Department of Media and Communication**

Unit Location: School of Journalism and New Media

Effective date: July 2023

Cost of implementation: \$0

Rationale: This request reflects a better fit for the department because the focus is broader than media studies which is primarily the history and development of mass media.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
JUNE 15, 2023

- E. **UM** – *Current unit:* Department of Integrated Marketing Communication
Proposed Title: **Department of Integrated Marketing Communications**
Unit Location: School of Journalism and New Media
Effective date: July 2023
Cost of implementation: \$0
Rationale: Adding the “s” to communication in the department title matches the name of the existing degree program.

STAFF RECOMMENDATION: Board staff recommends approval of these items.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

1. UM- REQUEST TO ESCALATE ON CAMPUS AND AUXILIARY BUDGETS FOR FISCAL YEAR 2023

University of Mississippi
FY 2023 On-Campus Education & General by Major Object

Category	Current FY 2023 Operating Budget	Revision/E scalation	Revised FY 2023 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 265,042,449	\$ -	\$ 265,042,449
Travel and Subsistence	1,884,329	-	1,884,329
Contractual Services	131,214,844	6,000,000	137,214,844
Commodities	4,267,650	900,000	5,167,650
Capital Outlay: Non-Equipment	3,945,477	800,000	4,745,477
Capital Outlay: Equipment	2,540,265	300,000	2,840,265
Mandatory Transfers	1,173,654	-	1,173,654
Non-Mandatory Transfers	9,624,475	-	9,624,475
Increase in Fund Balance	-	-	-
Total	\$ 419,693,143	\$ 8,000,000	\$ 427,693,143

To realign major objects and increase budgetary spending authority due to increased enrollment and scholarship expense; to reallocate salaries, wages, and fringe benefits to accommodate changes related to new hires, transfers, and reclassifications. Source of funding will be tuition revenue.

University of Mississippi
FY 2023 Auxiliary Enterprises by Major Object

Category	Current FY 2023 Operating Budget	Revision/E scalation	Revised FY 2023 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 59,288,447	\$ 425,575	\$ 59,714,022
Travel and Subsistence	10,219,153	132,000	10,351,153
Contractual Services	64,336,003	1,337,340	65,673,343
Commodities	32,266,435	437,210	32,703,645
Capital Outlay: Non-Equipment	-	-	-
Capital Outlay: Equipment	2,316,987	575,250	2,892,237
Mandatory Transfers	19,186,000	-	19,186,000
Non-Mandatory Transfers	10,188,916	(844,800)	9,344,116
Increase in Fund Balance	-	-	-
Total	\$ 197,801,941	\$ 2,062,575	\$ 199,864,516

A budget escalation is requested to increase and realign spending authority between major objects within Athletics, Student Housing, Airport Operations, and the Golf Course. Increased ticket sales and self-generated revenue will be used to fund the escalation for Athletics personnel and greater than anticipated operating costs for Student Housing, Airport Operations, and the Golf Course.

Staff recommendation: Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

2. UM – REQUEST FOR APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH CARNEGIE DARTLET LLC

Agenda Item Request: University Marketing & Communications requests approval to amend a contract with **Carnegie Dartlet LLC**.

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. Statement of Work #11 was approved by the IHL Board in August 2022. Statement of Work #12 is on the IHL Board agenda in May 2023.

Specific Type of Contract: This is an amendment to the Master Service Agreement to add Amendment 3.

Purpose: This contract amendment includes Amendment 3 to extend the timeline for a portion of work included in Statement of Work #10 and to modify the Notice section of the Master Service Agreement.

Scope of Work: Amendment 3 would extend a portion of the Search Engine Optimization work outlined in Statement of Work #10 for an additional twelve-month period to best align with the redesign of the olemiss.edu website currently underway.

Term of Contract: The current MSA is scheduled to expire on March 22, 2025. SOW10 had a twelve-month term beginning July 2022 and ending June 2023. Amendment 3 would extend SOW10 by an addition twelve months to end in June 2024.

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
June 15, 2023

Contract Amount: No additional funds would be incurred as these funds were committed as part of Statement of Work #10 as previously approved by the IHL Board.

Funding Source for Contract: The source of funding for the contract is E&G funds split between University Marketing & Communications funds earmarked for the purpose of brand marketing, the Division of Enrollment Management funds earmarked for the purpose of enrollment marketing.

Contractor Selection Process: For Statement of Work #10, the University Marketing & Communications department solicited quotes for this scope of work from Carnegie Dartlet as well as another digital marketing agency. The quote submitted by Carnegie Dartlet was the lowest of the two and included the lowest agency fees, thus allowing UM to optimize a digital marketing budget.

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. UM –REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH THE CITY OF OXFORD, MISSISSIPPI

Agenda Item Request: The University of Mississippi requests approval to enter into a new Oxford-University Fire Protection Agreement contract with the **City of Oxford, MS**.

Contractor’s Legal Name: **The City of Oxford, Mississippi.**

History of Contract: Since 1986, the City of Oxford, Mississippi, (“the City”) has provided fire protection service for the University of Mississippi (“University”) through a series of agreements. The present agreement expires June 30, 2023. The proposed agreement is substantially similar in terms of structure and services to the existing agreement(s) with adjustments made for recent quotes obtained for new fire protection equipment and with service costs adjusted for inflationary / consumer price index change(s).

Specific Type of Contract: This will be a fire protection agreement contract.

Purpose: The purpose of the contract will be to provide fire protection services for the University.

Scope of Work: The City will provide the University with services including: professional fire department resources and equipment, training, inspections and other fire safety measures, fire protection and other emergency response services.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

Term of Contract: The City has agreed to continue providing general fire protection for the entire Oxford campus of the University for a five-year period beginning July 1, 2023, and ending June 30, 2028.

Termination Options: The agreement is set to expire on June 30, 2028, unless voided sooner by a successor board of either the Board of Trustees of State Institution of Higher Learning or the City.

Contract Amount: The University shall pay to the City of Oxford an annual fire protection fee in four, equal quarterly installments to be paid on the first business day of each quarter. During the first year of this Agreement, the base annual fire protection fee shall be \$675,000.

In each subsequent year of this Agreement (beginning on July 1), the annual fire protection fee shall be adjusted to an amount equal to the preceding year's annual fire protection fee multiplied by a fraction, the numerator of which shall be the Consumer Price Index figure for May of the adjustment year, and the denominator of which shall be the Consumer Price Index figure for the May of the preceding year. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics' Consumer Price Index Series CUUR0000SA0, All Items, U.S. City Average, All Urban Consumers, Not Seasonally Adjusted (1982-84=100), also known as the CPI-U. For example, the fire protection fee for the second year of this Agreement (July 1, 2024 to June 30, 2025) shall be determined using the following formula: $(\text{CPI-U for May 2024}) \div (\text{CPI-U for May 2023}) \times \$675,000$.

The University is also supportive of continued Capital Contributions of \$75,000 per year through July, 2028 to assist the City in servicing its bonded indebtedness incurred to finance the construction of the new fire station on McElroy Drive.

Finally, consistent with past agreements, the University is supportive of the purchase of a new pumper truck at the end of the current pumper truck's useful life. The University shall pay the City of Oxford no more than \$875,000 for the purchase of the new pumper truck.

Depiction of most probable costs, assuming a +3% annual CPI adjustment and equipment estimate(s):

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

Contract Period	Timeframe (July - June)	Annual Fire Protection Fee	Annual Capital Contribution	Equipment Purchase	Revenue Lease Agreements	Total
Y1	2023-2024	\$ 675,000	\$ 75,000	\$ 875,000	\$ (100)	\$ 1,624,900
Y2	2024-2025	\$ 695,250	\$ 75,000	\$ -	\$ (100)	\$ 770,150
Y3	2025-2026	\$ 716,108	\$ 75,000	\$ -	\$ (100)	\$ 791,008
Y4	2026-2027	\$ 737,591	\$ 75,000	\$ -	\$ (100)	\$ 812,491
Y5	2027-2028	\$ 759,718	\$ 75,000	\$ -	\$ (100)	\$ 834,618
TOTAL		\$ 3,583,667	\$ 375,000	\$ 875,000	\$ (500)	\$ 4,833,167

Funding Source for Contract: Educational and general funds provide the funding required for this contract.

Contractor Selection Process: As stated above, since 1986, the City has provided fire protection service for the University through a series of agreements. The proposed agreement is substantially similar to the existing agreement. Bids or proposals from contractors other than the City were not requested as the City is the only contractor, within reason, with the ability to provide the services.

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 INNOVATIVE INTERFACES INCORPORATED

Agenda Item Request: The University of Mississippi Libraries request approval to amend its contract with **Innovative Interfaces, Inc.**

Contractor's Legal Name: **Innovative Interfaces Incorporated**

History of Contract: The attached amendment was negotiated after receiving ITS approval to run a local request for proposal process. Innovative's proposal received the top score and the attached amendment to the existing 2018 contract was negotiated.

Specific Type of Contract: This contract includes a license for software.

Purpose: This agreement will continue the current Integrated Library System (ILS) including modules for metadata, circulation, acquisitions, serials, electronic resources and public library catalog interface along with cloud-based products with improved functionality such as APIs that extend system interoperability.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

Scope of Work: This contract is for a technical system that provides the primary infrastructure of the libraries.

Term of Contract: This contract will be in place from July 2023 to June 2028 with options to renew.

Termination Options: UM may terminate the Professional Services Agreement or an SOW at any time without cause upon 30 (thirty) days prior notice. UM may terminate this Agreement at any time if the libraries' budget (funding) is eliminated and UM provides written evidence to Innovative of the elimination of budget (funding), such evidence to be in the form and substance reasonably requested by Innovative. Innovative may terminate this Agreement or an SOW for cause (i) if UM breaches any material term or condition of this Agreement or an SOW and such breach continues unremedied for 30 (thirty) days after delivery of written notice of such breach to UM, or (ii) if UM is declared bankrupt, admits inability to satisfy debts, or enters into any negotiation with creditors for the settlement of debts. Any notice of termination expressly purporting to terminate this Agreement in its entirety will also effectively terminate any and all SOWs then outstanding. Contrarily, any notice of termination purporting only to terminate one or more SOWs (but not purporting to terminate this Agreement or otherwise remaining silent as to the termination of this Agreement) will effectively terminate only such identified SOW(s), in which event this Agreement and all other outstanding SOWs will survive. UM can terminate the agreement or SOW at any time without cause upon 30 days prior notice. Either party may terminate the Master Services License Agreement by giving the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. If either party fails to perform or comply with any material term or condition of the Master Services License Agreement, and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. UM may terminate the Master Services License Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if the libraries' budget (funding) is eliminated and written evidence of the elimination of Client's budget (funding) is provided to Innovative, such evidence to be in the form and substance reasonably requested by Innovative.

Contract Amount:

	Subscription
FY 23-24	\$103,000
FY 24-25	\$105,060
FY 25-26	\$107,161.20
FY 26-27	\$109,304.42
FY 27-28	\$111,490.51
Totals	\$536,016.13

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

Funding Source for Contract: Costs for this contract will be funded by the library's materials budget which is derived from E&G funds and from specified endowments.

Contractor Selection Process: A library committee scored RFP #690 proposals from three vendors resulting in the selection of this product which scored the highest and cost the least. The selection criteria included price, timeline, level of resources, and other pertinent attributes for successful implementation.

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

Agenda Item Request: The University of Mississippi Office of University Marketing and Communications requests approval to enter into a contract **with Jackson Spalding**, an Atlanta-based marketing communications agency.

Contractor's Legal Name: Jackson Spalding, Inc.

History of Contract: This is a new contract that replaces the currently existing contract.

Specific Type of Contract: This is a Client Services Agreement and Statement of Work.

Purpose: The purpose of this contract is to provide issues management and strategic communications services.

Scope of Work:

1. Client Services Agreement – The new CSA replaces the current CSA due to expire on October 15, 2023, to align with the period covered by the Statement of Work.
2. Statement of Work
 - a. Jackson Spalding will provide ongoing issues management support for the University. Services could include, but not limited to, the following:
 - Ongoing coordination with client team
 - Project management of team and deliverables
 - Crisis communications planning and issues management
 - Review and updates to existing crisis plan
 - Broader communications Strategy
 - Media relations support
 - Issues monitoring
 - Issues research

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

- Speaker coaching
- Executive training
- Social media strategy and development

b. Front-line service training

BACKGROUND: Leaning into the University's brand personality trait of "caring provider," Ole Miss engaged Jackson Spalding to support in educating and preparing customer-facing teams to serve those new families in ways that create experiences that will transcend their time on campus. The sessions will build on knowledge and experience the Jackson Spalding team has with consumer brands like Chick-fil-A, Delta, Coca-Cola and many others. It will feature insights on delivering quality service from those brands, as well as broader insights on team building and communications.

PROJECT OBJECTIVE:

Develop a repeatable and engaging training session focused on education, practice and supporting tools to:

- Design a curriculum that builds a service mindset across the organization
- Create exercises that build trust in teams to deliver a common experience to the "customer"
- Construct a framework for departments and units to customize the experience based on who they serve

DELIVERABLES

- Development of Coaching Module & Resources – Jackson Spalding will develop the curriculum and supporting resources for the "Ole Miss: Caring Provider" session. The learning module will help Ole Miss teams understand best practices in customer service, learn to work together as a team, highlight tips and tools to create remarkable customer experiences and develop exercises to reinforce the ideas. The session will introduce ideas and concepts that can be built upon by department leadership as they customize the experience for their group.
- Coaching Execution – Jackson Spalding will facilitate six in-person presentations of the learning module over three days in the summer of 2023. The three-hour session will be seminar style with break-out exercises included.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

- c. Communications related to the National Center for Cannabis Research and Education.

Term of Contract: The term shall commence on July 1, 2023, and shall continue thereafter for an initial period of twelve (12) months unless sooner terminated. Upon expiration of the initial term, the contract shall automatically renew for no more than two (2) successive twelve (12) month terms unless either party provides written notice of nonrenewal.

Termination Options: Either party may terminate 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. Jackson Spalding may terminate if the University fails to pay any amount due after fifteen (15) days written notice of nonpayment. Either party may terminate for material breach of the contract after the thirty (30) day cure period. Either party may terminate if the other party: (1) becomes insolvent; (2) does not pay its debts when due; (3) files a bankruptcy petition; (4) makes or seeks to make a general assignment for the benefit of its creditors; or (5) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

Contract Amount: Not to exceed \$352,000.

Funding Source for Contract: The funding for this contract will come from E&G funds that are allocated to the University Marketing and Communications budget.

Contractor Selection Process: In the fall of 2019, the Office of University Marketing and Communications selected Jackson Spalding in a competitive bid process to provide marketing and communications issues management services. The university has worked with Jackson Spalding continuously since that time and seeks to enter into a new contract that extends this relationship, a move that requires IHL approval.

For the front-line service training deliverables, Jackson Spalding's experience in working with leading organizations known for delivering outstanding service aligned with a desire by university leadership to provide professional development support for front-line staff in anticipation of high demands on university staff in the coming academic year. The project will involve the development and delivery of custom training programs for several hundred university staff members.

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
June 15, 2023

6. UM –REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH TOUCHNET INFORMATION SYSTEMS, INC.

Agenda Item Request: The University of Mississippi Office of Information Technology (UM) requests approval to enter into a contract with **TouchNet Information Systems, Inc.** for a five-year extension of TouchNet’s UCommerce cloud-based e-commerce software.

Contractor’s Legal Name: **TouchNet Information Systems, Inc.**

History of Contract: UM carried out a competitive procurement in 2018, RFP #619 (Cloud Based E-Commerce Payments System), and TouchNet was awarded a five-year Application Program Subscription, executed on August 27, 2018, that began in November 2018. In the years following the execution of this agreement, UM has:

- Increased its e-commerce presence to include eight TouchNet Ready Partner applications, 21 fully functional electronic storefronts and 19 uPay (payment processing only) sites in use for UM departments to process payments for a variety of transactions. These sites have generated average revenues of \$5.2 million per year for the past five fiscal years.
- Upgraded to the TouchNet Payment Client software, which provides UM students the ability to make online payments towards their account balances from their mobile device.
- Continued to realize an average cost savings of \$643,127 per year for the past five fiscal years (due to the elimination of credit card discount fees) for online student account payments using TouchNet’s PayPath software.

Considering the success of the TouchNet e-commerce system at UM and how entrenched it is with the daily operations of the campus, UM wishes to renew/extend the Second ASP agreement for an additional five-year term at a five-year lifecycle cost of \$684,355.

Specific Type of Contract: This contract is for a five-year extension of the Second ASP Agreement dated August 27, 2018.

Purpose: This five-year extension allows UM to keep all its e-commerce processes on a single, unified platform and allows UM to continue to realize cost savings via TouchNet’s PayPath software for online student account payments (by avoiding the credit card discount fees on these payments).

Scope of Work: This contract will provide licensing for the TouchNet uCommerce software suite.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

Term of Contract: UM is requesting a five-year extension beginning November 1, 2023.

Termination Options: This extension incorporates all terms and conditions from the Second ASP Agreement dated August 27, 2018. Section 15, sub-sections b through g of the Second ASP Agreement address the termination options available in this extension. UM can terminate the contract due to material breach provided no cure is reached within the cure periods outlined in Section 15 (d). UM may also terminate the contract due to lack of funding as outlined in Section 15 (c).

Contract Amount: The total contract amount for this five-year term is \$684,355.

Funding Source for Contract: This will be funded through internal University funds.

Contractor Selection Process: UM carried out a competitive procurement in 2018 (RFP #619 – Cloud Based E-Commerce Payments System) that was approved by the Mississippi Department of Information Technology Services (MSITS) via ITS Project #44137/CP-1 #20180313. TouchNet was the only vendor that responded to RFP #619. The contract resulting from this procurement was for a five-year term that will expire on October 31, 2023.

As mentioned in the history above, UM has greatly expanded its use of this system over the past five years and wishes to extend this agreement for an additional five years. After discussions with the MSITS procurement team, UM was advised to submit an exemption request requesting a continuation of CP1-20180313. This request was submitted on September 22, 2022, and was assigned ITS Project #47378. Since the five-year lifecycle cost of this continuation/extension request would make the total lifecycle cost of this project in excess, of \$1 million, it would require approval by the MSITS Board. UM submitted its business case for this project on October 18, 2022, and it was approved by the MSITS board at their regular monthly meeting on November 17, 2022. MSITS has issued CP1 #20230176 for this renewal/extension with an expiration date of December 31, 2028.

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. UMMC-REQUEST FOR APPROVAL TO AMEND AN END USER AGREEMENT WITH AGILITI SURGICAL, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its End User Agreement with **Agiliti Surgical, Inc.** (Agiliti) to remove the Extracorporeal Shock Wave Lithotripsy (ESWL) system family from the agreement. The agreement is for the rental of surgical lasers, medical equipment, and supplies, which are utilized at the main campus and UMMC clinics used in various types of

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

procedures. The lasers are used by departments such as urology, dermatology, and gynecology, among others. UMMC also requests approval to add or remove products under the amended agreement without seeking prior Board approval as long as adequate funds are available.

Contractor's Legal Name: Agiliti Surgical, Inc.

History of Contract: On August 20, 2020, the Board approved the agreement for the rental of surgical lasers, medical equipment and supplies for an amount of \$2,325,000. Agiliti no longer offers the ESWL system family, and UMMC is looking into alternative contractors for ESWL equipment.

Specific Type of Contract: This is an amendment to the End User Agreement.

Purpose: The purpose of the first amendment is to remove the ESWL system family from the agreement.

Scope of Work: Under the agreement, Agiliti will provide:

- equipment and supplies needed on a case by case basis;
- repair and maintenance of equipment in a reasonable and prompt manner;
- safety and other appropriate technical training and services in connection with the use of the equipment; and
- qualified, certified, and/or licensed technicians, in accordance with Mississippi state law, to provide technical support to physicians.

Under the agreement, UMMC will:

- cooperate with Agiliti and provide any information and documentation that may be requested by any lender or leasing company of UHS in connection with the equipment;
- allow Agiliti and/or its representatives to inspect the books and records of UMMC as it pertains to the use of the equipment;
- bill patients and/or third-party vendors for the provision of services using the equipment and technicians;
- use the equipment solely for the benefit of its patients;
- maintain all licenses and permits necessary or appropriate to operate and provide services using the equipment and supplies; and
- ensure that the medical license of each physician using the equipment and service is unrestricted and each physician is duly licensed to practice medicine in Mississippi.

Term of Contract: The term of the amended agreement is five (5) years, from October 1, 2020, through September 30, 2025.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

Contract Amount: The total estimated cost of the amended agreement will remain \$2,325,000 over the five (5) year term. This includes a twenty percent (20%) annual increase beginning in year two (2) to allow for potential price increases and patient volume change.

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

Termination Options: The End User Agreement termination options include the following:

- by either party at any time upon a thirty (30) day written notice;
- in the event of breach of a material term of the agreement by either party, unless such breach is remedied within the thirty (30) day period between notification of termination and the effective date of the termination;
- in the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC;
- failure by Agiliti to comply with the federal E-Verify Program; and
- if the other party has become insolvent, has filed for bankruptcy, or has been debarred or excluded from participating in federal health care programs.

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

STAFF RECOMMENDATION: 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. UMMC –REQUEST FOR APPROVAL TO AMEND A TEXTILE SERVICES AGREEMENT WITH CROWN HEALTH CARE LAUNDRY SERVICES, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Textile Services Agreement with **Crown Health Care Laundry Services, LLC** (Crown) to update the items that may be obtained and be washed from Crown as well as the list of UMMC locations to be serviced in the agreement. The agreement is to provide specialized professional healthcare laundry services including linen, pickup and delivery, cleaning, processing, and distributing linen to UMMC facilities in a way that will achieve a high quality of services in a cost-effective manner. UMMC requests approval to amend the agreement without prior Board approval to add and remove items and facility as long as adequate funds are available.

Contractor's Legal Name: Crown Health Care Laundry Services, LLC

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

History of Contract: On August 20, 2020, the Board approved a five (5) year Textile Services Agreement with Crown for \$18,150,000. The agreement will expire on August 31, 2025.

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

Purpose: to update the items that may be obtained and be washed from Crown as well as the list of UMMC locations to be serviced in the agreement. The purpose of the agreement is for specialized professional healthcare laundry services including linen, pickup and delivery, cleaning/processing, and distributing linen to UMMC facilities in a way that will achieve a high quality of services in a cost-effective manner.

Scope of Work: Scope of Work: Under the agreement, Crown will:

- pick up soiled linens at the designated UMMC locations;
- weigh soiled linens prior to leaving UMMC's facilities and will record the weights in a log accessible to UMMC;
- launder the soiled linens and return the clean linens to UMMC;
- weigh the clean linens upon return, and record said weight;
- be responsible for distributing laundered linens throughout UMMC facilities including placing carts in departments, loading scrub machines, and in cabinets;
- distribute linens twenty-four (24) hours per day/ seven (7) days per week;
- provide one supervisory employee for distribution services to coordinate the work of Crown's distribution staff; and
- manage the scrub machines owned by UMMC.

Under this agreement, UMMC will:

- place all soiled linen to be picked up into closed bags;
- provide separate, secure areas at UMMC's facilities for the storage of linens that are soiled and ready for pick-up and a separate, secure area for the storage of laundered linens that are ready for distribution; and
- provide carts for use by Crown in the distribution of laundered linens.

Term of Contract: The term of the agreement remains five (5) years from September 1, 2020, through August 31, 2025.

Termination Options: Termination options include the following:

- in the event of a reduction in funds;
- by Crown upon forty-five (45) days written notice if UMMC for nonpayment if UMMC does not cure within the forty-five (45) day notice period;
- by the parties upon mutual written consent;
- by UMMC for breach if Crown breach and does not remedy the breach within thirty (30) days of receiving notice of the breach;

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

- by either party upon ninety (90) day's written notice after the first three (3) years of the agreement; and
- by Crown if UMMC fails to pay the fees in accordance with the agreement or breaches any of the other terms or conditions of this Agreement.

Contract Amount: The total estimated cost of the amended agreement over the five (5) year term is \$19,600,000. The original estimated cost of the agreement was \$18,150,000. The first amendment will increase the total cost of the agreement by \$1,450,000.

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

Contractor Selection Process: UMMC is currently contracted with Crown.

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. UMMC –REQUEST FOR APPROVAL TO ENTER INTO A SUPPLEMENTAL BLOOD SERVICE AND IRL TESTING AGREEMENT WITH LIFESHARE BLOOD CENTER.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Supplemental Blood Service and IRL Testing Agreement with **LifeShare Blood Center** (LifeShare). This agreement is for LifeShare to provide blood, blood components and certain laboratory services to UMMC for patients requiring human blood and/or blood product transfusions at UMMC Jackson, Grenada and Holmes County. UMMC also requests approval to substitute, add, or remove items 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: LifeShare Blood Center

History of Contract: This is a new contract with LifeShare. UMMC currently receives its blood products and services from Mississippi Blood Services, Inc. (MBS) and the American National Red Cross, Biomedical Services (ARC). UMMC requests approval to enter into this agreement to ensure that UMMC has a sufficient supply of blood at all times in order to meet the demands of patient care.

In addition to this request, UMMC has submitted for consideration two (2) separate blood supply agreements with MBS and ARC. UMMC seeks to simultaneously contract with multiple blood suppliers to provide UMMC with sufficient resources to maintain daily

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

operations.

Specific Type of Contract: This is a new Supplemental Blood Service and IRL Testing Agreement.

Purpose: This purpose of this agreement is to secure an additional supplier for the provision of blood, blood components, and certain laboratory services.

Scope of Work: Under the Agreement, LifeShare will:

- provide blood and blood components to UMMC;
- provide Immunohematology Reference Laboratory (IRL) testing to Healthcare Facility, when patient workups require such testing;
- notify UMMC of product recalls, market withdrawals, and any additional information that may adversely affect a transfusion recipient.

Under the Agreement, UMMC will:

- purchase a set amount of blood products weekly from LifeShare;
- accept all routine and uniquely scheduled deliveries;
- maintain procedures to ensure the integrity and wholesomeness of blood products received;

Term of Contract: The term of the agreement is three (3) years, from July 1, 2023, through June 30, 2026.

Termination Options: Termination options include the following:

- by UMMC if LifeShare is excluded from participation in Medicare, Medicated, or another federal health care program;
- by either party upon one hundred eighty (18) days prior written notice;
- by UMMC, upon sixty (60) days advance notice in the event of insufficient funds; and
- upon written notice to LifeShare of a material breach of the agreement or violation of the HIPAA Regulations that remains uncured following ten (10) days written notice, or immediately if cure is not possible, in the event Aureus improperly uses or discloses protected health information

Contract Amount: The total estimated cost of the agreement over the three (3) year term is \$8,800,000. UMMC has calculated a fifteen percent (15%) increase beginning in year two (2) to account for potential volume and price increases.

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

Contractor Selection Process: LifeShare is licensed by the U.S. Food and Drug Administration and accredited by the Association for the Advancement of Blood and

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

Biotherapies (AABB). It is located a little over 3 hours away from Jackson, MS. In order to ensure an adequate supply of blood products is available at all times, UMMC believes would be best to secure a tertiary blood supplier.

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 NEW PRODUCT SUPPLY AGREEMENT WITH LINDE GAS & EQUIPMENT LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Supply Agreement with **Linde Gas & Equipment LLC** (Linde) to provide Noxivent® medical-grade nitric oxide gas, NOxBOXi® nitric oxide delivery devices, and associated accessories and consumables. Noxivent® is a pharmaceutical medical grade nitric oxide gas used to treat neonatal, pediatric, and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for extracorporeal membrane oxygenation. Additionally, UMMC requests approval to add or remove accessories and consumables under the agreement without seeking prior Board approval, as long as it does not increase the approved expenditure level. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods and Services*, UMMC also requests a waiver to allow prepayment of goods on a monthly basis.

Contractor's Legal Name: Linde Gas & Equipment LLC

History of Contract: On June 18, 2022, UMMC entered into an agreement with Praxair Distribution Inc., now Linde, for Noxivent® medical-grade nitric oxide gas, NOxBOXi® nitric oxide delivery devices, and associated accessories and consumables. The agreement will expire on June 30, 2023.

Specific Type of Contract: This is a new Product Supply Agreement.

Purpose: The purpose of the agreement is for the provision of Noxivent® medical-grade gas, NOxBOXi® nitric oxide delivery devices, and associated accessories and consumables. Noxivent® is a pharmaceutical medical grade gas used to treat neonatal and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for extracorporeal membrane oxygenation.

Scope of Work: Under the agreement, Linde will:

- provide Noxivent® gas to UMMC;
- loan NoxBOXi® equipment to UMMC;
- rent NoxBOXi® equipment to UMMC, if needed;

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

- deliver gas and equipment to UMMC;
- provide accessories and consumables to UMMC;
- provide specified training at the time of installation; and
- provide to UMMC technical support for the operation of the equipment.

Under the agreement, UMMC will ensure that the mode and make of mechanical ventilation or other equipment utilized to administer the gas or use the equipment are validated and device is compatible, as well as that those individuals administering the gas and using the equipment are duly qualified, properly trained, and familiar with the instructions for use of the gas and equipment.

Term of Contract: The term of the agreement is five (5) years, beginning July 1, 2023, through June 30, 2028.

Termination Options: This agreement may be terminated for the following:

- by Linde, if UMMC fails to make timely payment or UMMC's financial responsibility becomes otherwise impaired, or if UMMC is otherwise in default of its obligations;
- by either party, if Products are continuously unavailable for thirty (30) days due to an force majeure event.
- in the event of insufficient funds; and
- by either party, upon sixty (60) days' prior written notice, after the second year of the term.

Contract Amount: The total estimated cost of the agreement over the two (2) year term is \$5,104,000.

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

Contractor Selection Process: The Noxivent® gas, NOxBOXi® nitric oxide delivery devices, and associated accessories and consumables qualify as clinical commodities under Miss Code Ann §31-7-1, which is 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
June 15, 2023

11. UMMC REQUEST FOR APPROVAL TO AMEND A HOSPITAL SERVICE AGREEMENT WITH MISSISSIPPI BLOOD SERVICES

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Hospital Service Agreement with **Mississippi Blood Services, Inc.** (MBS) to shift MBS to UMMC's secondary supplier of blood products and services, reduce the blood drive sponsorship requirement, update pricing and extend the term of the agreement. The agreement is for the supply of blood, blood products and reference testing services for those UMMC patients requiring human blood and/or blood product transfusions at UMMC Jackson, Grenada and Holmes County. UMMC also requests approval to substitute, add, or remove items 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: Mississippi Blood Services, Inc.

History of Contract: on April 15, 2021, the Board approved a three-year Hospital Service Agreement with MBS for it to be UMMC's primary supplier of blood and blood products at total cost of \$40,100,000. The current agreement expires on April 30, 2024, however UMMC is requesting to enter into a new contract at this time so that MBS may become UMMC's secondary supplier of blood products instead of its primary supplier, as provided in the current agreement.

In addition to this request, UMMC has submitted for consideration two (2) separate blood supply agreements with the American National Red Cross, Biomedical Services (ARC) and LifeShare Blood Center (LifeShare). UMMC seeks to simultaneously contract with multiple blood suppliers to provide UMMC with sufficient resources to maintain daily operations.

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

Purpose: The purpose of the amendment is to shift MBS to UMMC's secondary supplier of blood products and services, reduce the blood drive sponsorship requirement, update pricing and extend the term of the agreement. The purpose of the Agreement is to provide a supply of blood and blood products for patients who require human blood and/or blood product transfusions as well as reference testing services for patient sample analysis.

Scope of Work: Under the amended agreement, MBS will:

- furnish an inventory stock of human blood, drawn from volunteer donors, and tested in accordance with current Good Manufacturing Practice and FDA Standard specifications;
- provide services including staff and medical director availability for questions, frequent visits, one-on-one consultations, training, assistance to prepare for inspections, and lab services;

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 15, 2023

- attempt to locate rare or special unit blood if needed by UMMC;
- attempt to move blood and/or blood products nearing expiration and attempt to locate another hospital that may use it;
- issue return credit for red blood cells, random and apheresis products, fresh frozen plasma and cryoprecipitate, and recalled products; and
- MBS will pay an annual rebate to UMMC if the units of blood donated by the University of Mississippi, including all UMMC locations, exceed a certain threshold.

Under this amended agreement, UMMC will:

- sponsor fifteen percent (15%) of its blood drives with MBS and host a minimum of one (1) blood drives each year;
- be a secondary hospital, which looks to MBS for fifteen percent (15%) of its blood needs;
- comply with FDA and the American Association of Blood Banks (AABB) requirements for storage and distribution of blood products; and
- utilize the older blood products first whenever possible to avoid the loss of blood and to furnish MBS with daily inventory and usage information concerning the disposition of all blood in UMMC's inventory.

Term of Contract: The term of the amended agreement is five (5) years and two (2) months from May 1, 2021, through June 30, 2026. The term of the original agreement was three years beginning may 1, 2021. The amendment adds an additional two (2) years and (2) months to the term of the agreement.

Termination Options: Termination options include the following:

- by either party may terminate upon sixty (60) days' written notice; and
- by UMMC in the event MBS improperly uses or discloses protected health information.

Contract Amount: The total estimated cost of the amended agreement over the five (5) year and two (2) month term is \$26,600,000. The original estimated cost of the agreement was \$40,100,000. The first amendment will reduce the total cost of the agreement by \$13,500,000.

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

Contractor Selection Process: UMMC is currently contracted with MBS.

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
JUNE 15, 2023**

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
JUNE 15, 2023**

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
JUNE 15, 2023**

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. ASU – GS 101-328 – DORMITORY RENOVATIONS

Project Request: Alcorn State University requests approval to initiate a project, Dormitory Renovations and to appoint Burris/Wagnon Architects as the design professional for the project.

Proposed Design Professional: Burris/Wagnon Architects

Selection Method: The project budget is anticipated to exceed \$3M therefore it is required that Alcorn State University use the RFQ method for selecting the design professional. ASU selected the design professional using the required RFQ selection method for projects over \$3,000,000.

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

Purpose: Alcorn 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: The project is intended to renovate dormitories: Lott, Robinson, Burrus, Honors, Revels, and Natchez residence Hall. The scope of work entails providing major repairs for student living. This will include HVAC systems being replaced, major upgrades to bathrooms, interior and exterior walls, paints, floors, and doors (interior and exterior replaced), and roofing.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Each dorm listed will receive significant renovations on building structural envelope, masonry tuckpointing and waterproofing, replace or repairs to roofing, windows, ceiling, walls and flooring, heating/ventilation/air-conditioning (HVAC), electrical, and sitework grading. Upgrade lighting, plumbing, stalls, laundry room (basement). Repair or replace interior walls, ceiling, door frames, and doors. Repair as required interior painting or staining. Updates to closet side panels as needed, replacement of existing resident room windows, replacement, or upgrade of fire sprinkler system.

Alcorn 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: June 15, 2023

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 4,157,562.50
Architectural and Engineering Fees:	733,687.50
Misc. Project Costs:	500,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>283,750.00</u>
Total Project Budget	\$ 5,675,000.00

Funding Source(s): SB 2971, Laws of 2021 (\$5,675,000)

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

2. ASU – GS 101-332 – MATH AND SCIENCE BUILDING RENOVATIONS

Project Request: Alcorn State University requests approval to initiate a project, Math and Science Building Renovations and to appoint Allred Stolarski Architects as the design professional for the project.

Proposed Design Professional: Allred Stolarski Architects

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

Selection Method: The project budget is anticipated to exceed \$3M therefore it is required that Alcorn State University use the RFQ method for selecting the design professional. ASU selected the design professional using the required RFQ selection method for projects over \$3,000,000.

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$2,000,000 aggregate.

Purpose: Alcorn 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 62,700 square foot 3-story structure has not seen any significant improvements or modifications since its construction in 1997. The project's scope will include roof replacement, interior cosmetic repairs, and classroom/laboratory/restroom improvements. This effort will also include mechanical, electrical, plumbing, and life safety system improvements as needed per code.

Alcorn 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: June 15, 2023

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 3,102,500.00
Architectural and Engineering Fees:	547,500.00
Misc. Project Costs:	150,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>200,000.00</u>
Total Project Budget	\$ 4,000,000.00

Funding Source(s): HB 1353, Laws of 2022 (\$4,000,000)

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Staff Recommendation: Board staff recommends approval of this item.

3. ASU – GS 101-333 – WHITNEY COMPLEX RENOVATION AND EXPANSION

Project Request: Alcorn State University requests approval to initiate a project, Whitney Complex Renovation and Expansion and to appoint Cooke Douglass Farr Lemons Architects + Engineers as the design professional for the project.

Proposed Design Professional: Cooke Douglass Farr Lemons Architects + Engineers

Selection Method: The project budget is anticipated to exceed \$3M therefore it is required that Alcorn State University use the RFQ method for selecting the design professional. ASU selected the design professional using the required RFQ selection method for projects over \$3,000,000.

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

Purpose: Alcorn 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 pre-planning phase of the project.

Project Scope: This project will begin with preplanning through the design development phase for the renovation and expansion of the Davey L. Whitney Health, Physical Education, and Recreation Complex and provide a new addition to the building for a wellness center expansion. Much of this 136,170 square foot structure has not seen any significant improvements or modifications since its construction in 1975. The original mechanical, electrical, and plumbing systems which serve the building have reached the end of their useful lifespan. This comprehensive effort will include reconfiguration of existing building spaces, aesthetic, and lighting improvements throughout, enhancing the arena to support various activities, locker and restroom improvements, natatorium renovations, a full roof replacement, new mechanical and plumbing systems, a new emergency power system and sprinkler / fire alarm system improvements as needed per code requirements. The new wellness center addition's size and components will be determined during the schematic design phase.

Alcorn 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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

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

Project Initiation Date: June 15, 2023

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:		500,000.00
Misc. Project Costs:		0.00
Furniture & Equipment Costs:		0.00
Contingency:		0.00
		<hr/>
Total Project Budget	\$	500,000.00

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

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

4. ERC – GS 111-069 – RE-ROOF OF EDUCATION AND RESEARCH CENTER

Project Request: The Education and Research Center requests approval to initiate a project, Re-Roof of the Education and Research Center and to appoint Shafer Zahner Zahner as the design professional for the project.

Proposed Design Professional: Shafer Zahner Zahner, PLLC

Selection Method: The project budget is not anticipated to exceed \$3M therefore it is not required that the Education and Research Center use the RFQ method for selecting the design professional. ERC selected the design professional using the required selection method for projects under \$3,000,000.

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$1,000,000 per claim and \$2,000,000 aggregate.

Purpose: The Education and Research 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 the design phase of the project.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Project Scope: The scope of this work will provide a new 20-year bondable roof system for the Universities Center (61,500 sq ft), ETV Phase II and III (21,000 sq ft), and the Power Plant (8,400 sq ft). The existing roofs are 25 years old and deteriorating, causing leaks.

The Education and Research 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: June 15, 2023

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 2,521,500.00
Architectural and Engineering Fees:	176,505.00
Misc. Project Costs:	0.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>101,995.00</u>
Total Project Budget	\$ 2,800,000.00

Funding Source(s): HB 603, Laws of 2023 (\$2,800,000)

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

5. ERC – GS 111-070 – ERC MECHANICAL UPGRADES

Project Request: The Education and Research Center requests approval to initiate a project, ERC Mechanical Upgrades, and to appoint Engineering Resource Group (ERG) as the design professional for the project.

Proposed Design Professional: Engineering Resource Group

Selection Method: The project budget is not anticipated to exceed \$3M therefore it is not required that the Education and Research Center use the RFQ method for selecting

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

the design professional. ERC selected the design professional using the required selection method for projects under \$3,000,000.

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.

Purpose: The Education and Research 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 the design phase of the project.

Project Scope: The scope of the project will be to replace Chiller #1 (1000 tons) and Cooling Tower #1 that supplies chilled water to all air handling units on the ERC campus. This equipment is about 25 years old and past its life expectancy. A new Energy Management System will replace the existing 20-year-old EMS that provides control of space temperature and humidity for all spaces in the buildings of the ERC campus while improving energy efficiency.

The Education and Research 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: June 15, 2023

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget:

	<u>Estimated</u>
Construction Cost:	\$ 2,436,700.00
Architectural and Engineering Fees:	184,275.00
Misc. Project Costs:	0.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>179,025.00</u>
Total Project Budget	\$ 2,800,000.00

Funding Source(s): HB 603, Laws of 2023 (\$2,800,000)

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

IHL PROJECTS

6. MSU – IHL 205-336 – SOUTH CAMPUS MECHANICAL PLANT

Project Request: Mississippi State University requests approval to initiate a project, South Campus Mechanical Plant and to appoint Eley Guild Hardy Architects as the design professional for the project.

Proposed Design Professional: Eley Guild Hardy Architects

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

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$4,000,000 aggregate.

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: The project will design and construct a mechanical plant to serve the southern core of campus. Exact site location is yet to be determined so the design professional will first study up to five sites selected by MSU to determine the impact on campus, the existing underground plant and loop, and approximate costs.

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: June 15, 2023

Date of Original Construction: N/A

Date of Last Renovation: N/A

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Project Budget: (Design Fees Only)

		<u>Estimated</u>
Construction Cost:	\$	0.00
Architectural and Engineering Fees:		200,000.00
Misc. Project Costs:		0.00
Furniture & Equipment Costs:		0.00
Contingency:		<u>0.00</u>
Total Project Budget	\$	200,000.00

Funding Source(s): University Designated Funds (\$200,000) – The project budget only covers a site study and development of schematic design documents. MSU will request a budget increase for the total project once additional funding is secured.

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

7. MSU – IHL 205-341 – RICE HALL RENOVATIONS (FLOORS 5-7)

Project Request: Mississippi State University requests approval to initiate a project, Rice Hall Renovations (Floors 5-7) and to appoint Shafer Zahner Zahner, PLLC as the design professional for the project.

Proposed Design Professional: Shafer Zahner Zahner, PLLC

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

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$1,000,000 per claim and \$2,000,000 aggregate.

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: The project will be for interior renovations for floors 5-7 at Rice Hall on the main campus of Mississippi State University. Rice Hall was previously a student housing dormitory and is transitioning to administrative type office space for various departments on campus. This project will involve interior renovations to include selective demolition, new finishes, new lighting, and upgraded restrooms.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

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: June 15, 2023

Date of Original Construction: 1968

Date of Last Renovation: 1992

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 2,500,000.00
Architectural and Engineering Fees:	200,000.00
Misc. Project Costs:	50,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>250,000.00</u>
Total Project Budget	\$ 3,000,000.00

Funding Source(s): University Designated Funds (\$3,000,000)

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

8. MSU – IHL 205-344 – SANDERSON CENTER FLAT ROOF REPLACEMENT

Project Request: Mississippi State University requests approval to initiate a project, Sanderson Center Flat Roof Replacement and to appoint Shafer Zahner Zahner, PLLC as the design professional for the project.

Proposed Design Professional: Shafer Zahner Zahner, PLLC

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

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$1,000,000 per claim and \$2,000,000 aggregate.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

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: The project will include the removal of the existing original EPDM roof at the Joe Frank Sanderson Center and replace it with a modified bitumen roofing system.

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: June 15, 2023

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 1,745,160.00
Architectural and Engineering Fees:	117,428.00
Misc. Project Costs:	50,154.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>87,000.00</u>
Total Project Budget	\$ 2,000,000.00

Funding Source(s): University Designated Funds (\$2,000,000), but alternative funding, such as Capital Expense Funds, may be utilized if available.

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

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

Project Request: The University of Mississippi requests approval to appoint Eley Guild Hardy Architects, P.A.

Proposed Design Professional: Eley Guild Hardy Architects, P.A.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

Selection Method: The project budget exceeds \$3M therefore it was required that the university use the RFQ method for selection of the design professional. UM publicly advertised for RFQ submissions and received qualification submittals from five firms. Initial RFQ Selection Committee review scoring indicated a significant gap in qualifications between the top two teams and remaining respondents. The two highest scoring teams were invited to interview with the nine member RFQ Selection Committee. The committee reached a unanimous selection following interviews.

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$4,000,000 aggregate.

Purpose: The University of Mississippi is seeking to 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 University of Mississippi would like to begin the programming and planning process to develop a Master Plan for Campus Research Laboratory Facilities. The increased 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. In lieu of creating facilities that are dedicated to one school or discipline, the University has determined it best to begin evaluating the development of shared research laboratory spaces/building(s). 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 appoint the design professional.

The University of Mississippi is seeking to 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: N/A

Date of Last Renovation: N/A

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

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:		<u>0.00</u>
Total Project Budget	\$	300,000.00

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

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

10. UM – IHL 407-011 – UM EARLY LEARNING AND EVALUATION CENTER

Project Request: The University of Mississippi requests approval to appoint McCarty Architects, P.A. as the design professional.

Proposed Design Professional: McCarty Architects, P.A.

Selection Method: The project budget is anticipated to exceed \$3M therefore it was required that the university use the RFQ method for selection of the design professional. UM publicly advertised for RFQ submissions and received qualification submittals from four firms. All four teams interviewed with the seven member RFQ Selection Committee. The committee reached a unanimous selection following interviews.

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$2,000,000 aggregate.

Purpose: The University of Mississippi is seeking to 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 project consists of the development of 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 design professional will assist the University in determining the project scope, site, and budget; and finally produce design/construction documents for the scope determined.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

History: This project was initiated as IHL #207-487 and has since changed due to this being a UM self-managed project using state funds. The new project number that reflects this funding source is IHL #407-011.

The University of Mississippi is seeking to 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: June 16, 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:	1,000,000.00
Misc. Project Costs:	0.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>0.00</u>
Total Project Budget	\$ 1,000,000.00

Funding Source(s): SB 3002, Laws of 2022 (\$1,000,000)

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

11. UMMC – IHL 209-586 – NEW BURN UNIT

Project Request: The University of Mississippi Medical Center requests approval to initiate a project, New Burn Center and to appoint JBHM Architecture as the design professional for the project.

Proposed Design Professional: JBHM Architecture

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

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$3,000,000 aggregate.

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 the design process for a new burn unit.

Project Scope: This project will renovate the first floor of Batson Tower into a new Burn Unit. The Burn Unit is planned to have ICU beds, Med Surg rooms, and will reuse existing core spaces if possible. The first floor of Batson Tower was the PICU prior to the opening of Sanderson Tower. It is currently being used for adult MICU2.

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: June 15, 2023

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget:

	<u>Estimated</u>
Construction Cost:	\$ 3,000,000.00
Architectural and Engineering Fees:	240,000.00
Misc. Project Costs:	0.00
Furniture & Equipment Costs:	600,000.00
Contingency:	<u>160,000.00</u>
Total Project Budget	\$ 4,000,000.00

Funding Source(s): UMMC Patient Revenues (\$4,000,000)

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

**12. USM – IHL 208-370 – USM INNOVATION AND COMMERCIALIZATION
PARK SITE DEVELOPMENT**

Project Request: The University of Southern Mississippi requests approval to initiate a project, USM Innovation and Commercialization Park Site Development and to appoint Neel-Schaffer, Inc., as the design professional for the project.

Proposed Design Professional: Neel-Schaffer, Inc.

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

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$5,000,000 per claim and \$5,000,000 aggregate.

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 preparing the land for future development.

Project Scope: The scope of this project is to perform site development work including clearing, grubbing, grassing, erosion control, and earthwork to sub-grade a 100K SF pad and 25K SF pad. Improvements also include water and sewer upgrades, building out a road into the 33-acre site and an access road onto the pad.

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: June 15, 2023

Date of Original Construction: N/A

Date of Last Renovation: N/A

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Project Budget:

		<i>Estimated</i>
Construction Cost:	\$	3,127,800.00
Architectural and Engineering Fees:		227,000.00
Misc. Project Costs:		50,000.00
Furniture & Equipment Costs:		0.00
Contingency:		<u>60,200.00</u>
Total Project Budget	\$	3,465,000.00

Funding Source(s): MDA Site Development Grant (SDG-S-005) [\$3,465,000]

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

13. USM – IHL 208-371 – UNION-COCHRAN PEDESTRIAN PLAZA

Project Request: The University of Southern Mississippi requests approval to initiate a project, Union-Cochran Pedestrian Plaza and to appoint Neel-Schaffer, Inc., as the design professional for the project.

Proposed Design Professional: Neel-Schaffer, Inc.

Selection Method: The project budget is not anticipated to exceed \$3M therefore it is not required that the university use the RFQ method for selecting the design professional. Neel-Schaffer was selected from an approved list of professionals for all MDOT projects.

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$5,000,000 per claim and \$5,000,000 aggregate.

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 design of the project.

Project Scope: The scope of this project is to create pedestrian pathways in front of the Union-Cochran Center and improve the flow of traffic with a new roundabout on Charles Lane. This is a split funding MDOT project. The project budget shows the University's share and MDOT's share.

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: June 15, 2023

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget:

	<i><u>Estimated</u></i>
Construction Cost:	\$ 1,782,261.25
Architectural and Engineering Fees:	267,339.19
Misc. Project Costs:	160,403.52
Furniture & Equipment Costs:	89,113.06
Contingency:	<u>89,113.06</u>
Total Project Budget	\$ 2,388,230.08

Funding Source(s): MDOT - (\$1,782,261.25); USM – University Designated Funds (\$605,968.83)

Staff Recommendation: Board staff recommends approval of this item.

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

BUREAU OF BUILDING PROJECTS

14. MVSU – GS 106-258 – ACADEMIC SKILLS PHASE III

Project Request: Mississippi Valley State University is requesting approval to increase the budget from \$3,797,243.50 to \$7,497,828.82 for an increase in the amount of \$3,700,585.32 In addition, MVSU requests to add HB 1353, Laws of 2022 as funding source for the project to allow for the budget increase.

Current Project Phase: Design Phase

Design Professional: ArchitectureSouth, P.A.

General Contractor: TBD

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$1,000,000 per claim and \$2,000,000 aggregate.

Purpose/Justification: MVSU is increasing the project budget based on more accurate cost estimates due to the inflation within the construction industry.

Project Scope: Planning through construction administration for interior renovations at the two-story, 42,904 square feet, Academic Skills Facility. The scope of work includes the conversion of this facility into offices, classrooms, and support spaces to accommodate departmental/programmatic needs. This project will involve MEP, life safety and systems commissioning.

History: This approximately 43,000-square-foot building was constructed in 1959. The facility initially served as a library but was later repurposed to house Mass Communication, English & Foreign Languages, and History departments. As a result of critical deferred maintenance, the aforementioned departments were relocated to the existing Industrial Technology Building. Until recently, the building had not seen any significant improvements since it was constructed. During a phase I improvement effort, the building received a new metal roof. As a phase II project, the building was partially renovated and used as swing space while the J.H. White Library building was under renovation. Upon its completion, the building was designated to serve as a swing space while the R.W. Harrison Complex was under renovation. Phase III proposes to complete the partial first-floor renovation, renovate and furnish the first-floor auditorium and completely redesign and renovate the second floor to house the original departments that were housed in the building.

Mississippi Valley 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: October 15, 2015

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 3,266,748.77	\$ 6,187,561.00	\$ 2,920,812.23
Architectural and Engineering Fees	\$ 182,294.73	\$ 341,200.74	\$ 158,906.01
Miscellaneous Project Costs	\$ 0.00	\$ 5,000.00	\$ 5,000.00
Furniture & Equipment Costs	\$ 200,000.00	\$ 500,000.00	\$ 300,000.00
Contingency	\$ 148,200.00	\$ 464,067.08	\$ 315,867.08
Total Project Budget	\$ 3,797,243.50	\$ 7,497,828.82	\$ 3,700,585.32

Proposed Funding Source(s): SB 2906, Laws of 2018 (\$3,797,243.50); HB 1353, Laws of 2022 (\$3,700,585.32)

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

15. USM – GS 108-313 – HILLCREST PARKING LOT STORM DRAIN REPAIR AND UPGRADE

Project Request: The University of Southern Mississippi is requesting approval to increase the budget from \$2,050,000.00 to \$3,000,00.00 for an increase in the amount of \$950,000.00. The funding source will remain the same.

Current Project Phase: Design Phase

Design Professional: Neel-Schaffer, Inc.

General Contractor: TBD

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$5,000,000 per claim and \$5,000,000 aggregate.

Purpose/Justification: The University of Southern Mississippi is requesting a budget increase for project GS 108-313 (Hillcrest Parking Lot Storm Drain Repair and Upgrade), due to the rising costs in the construction industry.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

Project Scope: The project will provide needed stormwater detention to reduce flooding in the existing parking lot and to residents that live downstream.

History: This project was initiated on February 16, 2023, with Neel-Schaffer being appointed the design professional. The drainage piping is in poor condition causing occasional sinkholes. The drain runs west to east on the North end of the Hillcrest Parking Lot. The parking lot will continue to battle sinkholes because the pipe can't handle a large deluge of water. The project will result in reduced flooding thereby improving the quality of the water run-off as a result of reduced trash, chemicals, and debris.

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: February 16, 2023

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 1,800,000.00	\$ 2,045,000.00	\$ 245,000.00
Architectural and Engineering Fees	\$ 160,000.00	\$ 240,000.00	\$ 80,000.00
Miscellaneous Project Costs	\$ 0.00	\$ 0.00	\$ 0.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 90,000.00	\$ 715,000.00	\$ 625,000.00
Total Project Budget	\$ 2,050,000.00	\$ 3,000,000.00	\$ 950,000.00

Proposed Funding Source(s): ARPA Funds from SB 3062, Laws of 2022 (\$3,000,000.00)

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

IHL PROJECTS

16. MSU – IHL 205-319 – 20-INCH SEWER FORCE MAIN PHASE II

Project Request: Mississippi State University is requesting approval to increase the budget from \$2,500,000 to \$3,175,000 for an increase in the amount of \$675,000. MSU also requests to modify the funding source to now reflect SB 3062, Laws of 2022 (ARPA funding) as the funding source for the project.

Current Project Phase: Design Phase

Design Professional: Garver Engineering

General Contractor: TBD

Insurance Coverage: The design firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$2,000,000 aggregate.

Purpose/Justification: Mississippi State University is seeking to increase funding for the project to continue through the design phase of the project. The project budget must be updated due to updated more accurate cost estimates.

Project Scope: Increase budget to \$3,175,000 and change funding source to ARPA via SB 3062 (Laws of 2022).

History of Project: The project was initiated on May 19, 2022, at \$2,500,000 and MSU appointed Garver Engineering as the design professional.

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: May 19, 2022

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 2,000,000.00	\$ 2,775,000.00	\$ 775,000.00
Architectural and Engineering Fees	\$ 150,000.00	\$ 250,000.00	\$ 100,000.00
Miscellaneous Project Costs	\$ 100,000.00	\$ 0.00	\$ (100,000.00)
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 250,000.00	\$ 150,000.00	\$ (100,000.00)
Total Project Budget	\$ 2,500,000.00	\$ 3,175,000.00	\$ 625,000.00

Proposed Funding Source(s): SB 3062, Laws of 2022 (\$3,175,000)

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

17. MSU – IHL 405-006 – BOST DRIVE EXTENSION FOR CAAD

Project Request: Mississippi State University is requesting approval to increase the budget from \$2,000,000 to \$3,000,000 for an increase in the amount of \$1,000,000. The funding source will remain the same.

Current Project Phase: Design Phase

Design Professional: Neel-Schaffer, Inc.

General Contractor: TBD

Insurance Coverage: The design firm carries errors and omissions coverage in the amount of \$5,000,000 per claim and \$5,000,000 aggregate.

Purpose/Justification: Mississippi State University is seeking to increase funding for the project to continue through the design phase of the project. The project budget must be updated due to updated more accurate cost estimates.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

Project Scope: The project will extend Bost Drive to connect at the intersection of Collegeview Drive and Bailey Howell Drive. This connection will improve vehicular circulation around the perimeter of campus and enhance pedestrian and bicycle safety. Once the new drive is complete, Collegeview Drive can be closed in front of Howell Hall and Giles Hall which allows integration into the site plan for the College of Architecture, Art, and Design projects.

History of Project: The project was initiated on November 17, 2022, at \$2,000,000 and MSU appointed Neel-Schaffer, Inc. as the design professional.

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: November 17, 2022

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 1,600,000.00	\$ 2,400,000.00	\$ 800,000.00
Architectural and Engineering Fees	\$ 150,000.00	\$ 325,000.00	\$ 175,000.00
Miscellaneous Project Costs	\$ 100,000.00	\$ 100,000.00	\$ 0.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 150,000.00	\$ 175,000.00	\$ 25,000.00
Total Project Budget	\$ 2,000,000.00	\$ 3,000,000.00	\$ 1,000,000.00

Proposed Funding Source(s): SB 2971, Laws of 2021 (\$3,000,000)

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

18. UM – IHL 207-498 – NW MECHANICAL PLANT (MECHANICAL PHASE III)

Project Request: The University of Mississippi is requesting approval to increase the budget from \$1,000,000 to \$31,400,000 for an increase in the amount of \$30,400,000. The funding source will remain the same.

Current Project Phase: Design Phase

Design Professional: Eley Guild Hardy Architects, P.A.

General Contractor: TBD

Insurance Coverage: The design firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$4,000,000 aggregate.

Purpose/Justification: The University of Mississippi is seeking to increase the project budget from \$1,000,000 to \$31,400,000. The current budget was for design fees only and has since been updated to reflect more accurate construction costs.

Project Scope: This project will construct a new mechanical plant in the northwest quadrant of campus to support chilled water (CHW) and heating hot water (HHW) demand in that region of campus, as well as provide additional capacity to support new facilities for Housing and Academics. The new mechanical plant also provides greater system redundancy, geographic and utility source diversity, greater flexibility to transfer load across the loop, and eliminates low-pressure zones within the loop.

Initial projections included two (2) 1,500-ton chillers and four (4) 6,000 MBH boilers with room to double the new plant capacity for future loads if needed; all tied to the existing Campus loop.

History of Project: The project was initiated on December 15, 2022, at \$1,000,000 for design fees only. UM also appointed Eley Guild Hardy Architects, P.A. as the design professional through Interim Approval on the same date.

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: December 15, 2022

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 0.00	\$ 27,200,000.00	\$ 27,200,000.00
Architectural and Engineering Fees	\$ 1,000,000.00	\$ 1,661,605.57	\$ 661,605.57
Miscellaneous Project Costs	\$ 0.00	\$ 415,500.00	\$ 415,500.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 0.00	\$ 2,122,894.43	\$ 2,122,894.43
Total Project Budget	\$ 1,000,000.00	\$ 31,400,000.00	\$ 30,400,000.00

Proposed Funding Source(s): Internal R&R (\$31,400,000)

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

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

Project Request: The University of Mississippi is requesting approval to increase the budget from \$30,000,000 to \$40,000,000 for an increase in the amount of \$10,000,000. The funding sources will remain the same.

Current Project Phase: Design Phase

Design Professional: Duvall Decker Architects, P.A.

General Contractor: TBD

Insurance Coverage: The design firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$2,000,000 aggregate.

Purpose/Justification: The purpose of this request is to increase the current approved budget. The scope approved in the previous request has been fully designed and as such the estimated construction cost associated with this increased scope has increased.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

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 center. 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.

History of Project: The project was initiated on June 20, 2019, at \$1,000,000 for design fees only. UM appointed Duvall Decker Architects, P.A. as the design professional at the same time. In August of 2022, the Board of Trustees approved a budget increase from \$1,000,000 (design fees only) to \$30,000,000 to reflect more accurate project costs. Now that the project has been fully designed the construction costs need to be updated to reflect the increased scope of the project.

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

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 23,500,000.00	\$ 32,000,000.00	\$ 8,600,000.00
Architectural and Engineering Fees	\$ 1,700,000.00	\$ 2,690,000.00	\$ 990,000.00
Miscellaneous Project Costs	\$ 773,000.00	\$ 1,590,000.00	\$ 817,000.00
Furniture & Equipment Costs	\$ 875,000.00	\$ 975,000.00	\$ 100,000.00
Contingency	\$ 3,152,000.00	\$ 2,645,000.00	\$ (507,000.00)
Total Project Budget	\$ 30,000,000.00	\$ 40,000,000.00	\$ 10,000,000.00

Proposed Funding Source(s): Internal R&R (\$21,150,000); SB 3065, Laws of 2019 (\$5,320,000); HB 1730, Laws of 2020 (\$13,530,000)

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Staff Recommendation: Board staff recommends approval of this item.

20. UM – IHL 407-008 – NW MECHANICAL PLANT (ELECTRICAL PHASE II)

Project Request: The University of Mississippi is requesting approval to increase the budget from \$500,000 to \$25,200,000 for an increase in the amount of \$24,700,000. In addition, the University of Mississippi requests to add Capital Appropriations to the project as a funding source.

Current Project Phase: Design Phase

Design Professional: Atwell & Gent, P.A.

General Contractor: TBD

Insurance Coverage: The design firm carries errors and omissions coverage in the amount of \$5,000,000 per claim and \$5,000,000 aggregate.

Purpose/Justification: The University of Mississippi is seeking to increase the project budget from \$500,000 to \$25,200,000. The current budget was for design fees only and has since been updated to reflect more accurate construction costs. Capital Appropriations will be utilized to help fund the budget increase. The project number has been updated from IHL 207-483 to IHL 407-008 to reflect the change in funding sources.

Project Scope: This project will 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 new substation will complement an existing electrical substation on the east side of campus, which is close to maximum capacity during peak demand periods and represents a single point of failure for campus electrical power. The new substation not only provides the additional electrical capacity to support a new mechanical plant on the northwest side of campus, but also provides greater system redundancy, geographic and utility source diversity, reduced distribution congestion across the campus, and greater flexibility to transfer load across the distribution network to improve maintainability and reduce outages.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

History of Project: The project was initiated on June 16, 2022, at \$500,000 for design fees only. UM appointed Atwell & Gent, P.A. as the design professional through Interim Approval on November 22, 2022. Once receiving state funds for the project UM changed the project number from IHL 207-483 to IHL 407-008 to reflect state funding in the project that UM is self-managing.

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 16, 2022

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 0.00	\$ 20,000,000.00	\$ 20,000,000.00
Architectural and Engineering Fees	\$ 500,000.00	\$ 1,252,122.00	\$ 752,122.00
Miscellaneous Project Costs	\$ 0.00	\$ 1,655,500.00	\$ 1,655,500.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 0.00	\$ 2,292,377.00	\$ 2,292,377.00
Total Project Budget	\$ 500,000.00	\$ 25,200,000.00	\$ 24,700,000.00

Proposed Funding Source(s): Internal R&R (\$8,700,000); Capital Appropriations (\$16,500,000)

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

APPROVAL OF OTHER REAL ESTATE REQUESTS

**21. MSU – APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH
CASTLE PRO PARK, LLC**

Agenda Request: Per Section 701.01 of the IHL Board Policies and Bylaws, Mississippi State University requests approval to enter into a lease agreement for office space located at 12183 MS Hwy 182 East, Starkville, MS 39759. The space will be used for conducting the business activities of the office of Nutrition Education. Per Section 707.03 of the IHL Board Policies and Bylaws, Mississippi State University request approval to make prepayments as is the normal course of business for this industry.

Contractor's Legal Name: Castle Pro Park, LLC

Specific type of contract: New Lease agreement

Purpose: The purpose of this agreement is to lease office, training, and conference space for the office of Nutrition Education.

Scope: This agreement is to lease 7,914 sq ft of space. Lessor agrees to provide: all utility facilities and services, including electricity, gas, water, sewer, and all other public utilities; normal maintenance and repairs of the mechanical, electrical, plumbing, sanitary, sprinkler, heating, ventilation, air conditioning, security, life-safety, elevator and other service systems, or facilities of the Professional Park, the exterior and structural portions of Professional Park, and the Common Areas. Lessee agrees to provide installation, usage and maintenance of telephone and internet services.

Terms: The initial term of the Lease Agreement is a ten (10) year term commencing on August 1, 2023, and ending on July 31, 2033. The term may be extended for two (2) consecutive optional terms of five (5) years each for a total term of twenty (20) years if all renewals are exercised.

Termination Options: MSU may terminate the lease agreement if space becomes available in any state-owned building.

MSU may reduce rent if necessitated by a discontinuous or decrease in federal or state funds upon thirty (30) days written notice to Castle Pro Park, LLC, with space being reduced proportional to the reduction in rent.

If either party is in default and has not cured the default within the applicable cure period, the non-defaulting party will have the right to terminate the lease agreement.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Should the leased premises be totally or substantially destroyed by fire, the elements or otherwise, so as to render it untenable, either party will have the option to cancel the remaining portion of the lease term upon forty-five (45) days written notice.

Contract Amount: The annual costs for the first five (5) years will be \$880,432.50 and \$968,277.90 for the next five (5) years for a total cost of \$1,848,710.40 for the initial ten (10) year term. The cost for the first five (5) year optional renewal period will be \$1,064,828.70 and the second five (5) year optional renewal costs will be \$1,171,272. The total cost including all optional renewal periods, if exercised, will be \$4,084,811.10. Payments will be issued monthly and MSU also requests the authority to make monthly payments in advance of receiving the services. This practice is standard in this industry.

Funding Source: The Lease Agreement will be funded by a combination of grants funds received from (1) the United States Department of Agriculture's (USDA) Supplemental Nutrition Assistance Program via the Mississippi Department of Human Services and (2) the USDA-National Institute of Food and Agriculture's Expanded Food and Nutrition Education Program.

Contractor Selection Process: Locations on campus and in the Starkville, area were considered, and prospectus were obtained and reviewed. The space selected was the least expensive and most suitable for the office of Nutrition Education purposes.

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

22. UM – IHL 207-473 – OLE MISS SOFTBALL COMPLEX ADDITION & RENOVATION– APPROVAL OF EXTERIOR DESIGN

Project Request: The University of Mississippi requests approval of the exterior design of the new Ole Miss Softball Complex.

Design Professional: McCarty Architects

Construction Manager Advisor: Innovative Construction Management, LLC

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$2,000,000 aggregate.

Purpose: The University of Mississippi is seeking approval of the exterior rendering for the proposed renovation and addition to the Ole Miss Softball Complex

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Project Scope: The project will construct a new softball stadium, complete with associated amenities (dugouts, seating, press box, restrooms, etc.) and renovate the existing indoor team facility and concessions/restrooms building as budget permits. Stadium design will include coaches' offices, training/treatment space, team lounge, and locker rooms.

Funding Source(s): Self-Generated Athletic Revenues (\$25,000,000) – UM Athletics /OMAF Foundation

The University of Mississippi is acting in accordance with Board Policy §904(A), Board Approval, that requires the Board to approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project.

Staff Recommendation: Board staff recommends approval of this item.

Rendering: Exterior of Ole Miss Softball Complex



**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Rendering: Interior Rendering of Ole Miss Softball Complex



23. UM – IHL 207-498 – NW MECHANICAL PLANT (MECHANICAL PHASE III) – APPROVAL OF EXTERIOR DESIGN

Project Request: The University of Mississippi requests approval of the exterior design of the NW Mechanical Plant exterior design.

Design Professional: Eley Guild Hardy Architects, P.A.

General Contractor: TBD

Insurance Coverage: The firm carries errors and omissions coverage in the amount of \$2,000,000 per claim and \$4,000,000 aggregate.

Purpose: The University of Mississippi is seeking approval of the exterior rendering for the proposed mechanical plant to be constructed in the northwest quad of campus.

Project Scope: This project will construct a new mechanical plant in the northwest quadrant of campus to support chilled water (CHW) and heating hot water (HHW) demand in that region of campus, as well as provide additional capacity to support new facilities for Housing and Academics. The new mechanical plant also provides greater system redundancy, geographic and utility source diversity, greater flexibility to transfer load across the loop, and eliminates low-pressure zones within the loop.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

Initial projections included two (2) 1,500-ton chillers and four (4) 6,000 MBH boilers with room to double the new plant capacity for future loads if needed; all tied to the existing Campus loop.

The intention of this request is to obtain approval of the building's exterior design. The University is submitting a separate Board Item to increase the budget as required to reflect the established scope of work.

Funding Source(s): See Real Estate Consent Item # 17

The University of Mississippi is acting in accordance with Board Policy §904(A), Board Approval, that requires the Board to approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project.

Staff Recommendation: Board staff recommends approval of this item.

Rendering: Exterior of NW Mechanical Plant



**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

**24. UMMC –APPROVAL TO PURCHASE A MEDICAL OFFICE BUILDING –
1900 GRANDVIEW BOULEVARD, GRENADA, MS FROM DIANNE B.
HOLDEN AND THOMAS F. HOLDEN**

Project Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Purchase and Sale Agreement with Dianne B. Holden and Thomas F. Holden (Sellers) for the purchase of a 5,953 square foot medical office building and 1.05 acres of land that the building is affixed to located at 1900 Grandview Boulevard Grenada, MS 38901 (Property)

Purpose: The purpose of the agreement is to purchase the 5,953 square foot medical office building situated on 1.05 acres of land for use as a children's clinic. The building is presently leased by UMMC. The Sellers of the building are retired physicians who wish to sell the building rather than provide any renovations to UMMC or other tenants. The building is of strategic importance to UMMC since it is the only clinic space that sits directly adjacent to the UMMC Grenada hospital property. Having providers associated with a competing hospital or health system located directly adjacent to the hospital would be very detrimental to UMMC's operations in Grenada if the owners decided to sell to another party. The purchase of the building would also eliminate the monthly rent associated with the lease and allow UMMC to perform needed updates to the building and eventually operate a Children's Rural Health Clinic in that location.

Appraisals: The University of Mississippi Medical Center received two independent property appraisals for the property. The first appraisal was in the amount of \$475,000. The second appraisal was in the amount of \$575,000. The average of the two appraisals is \$525,000. UMMC is purchasing the property for a total of \$525,000 which is the average of the property's two appraised values.

Property Description: The subject property is physically located at 1900 Grandview Blvd, within the city limits of Grenada, Grenada County, MS. The medical office building consists of approximately 5,953 square feet of land located on approximately 1.05 acres of land.

Terms: UMMC will purchase the property for \$525,000. The closing date shall be the earlier of (i) the date that is fifteen (15) Business Days after the Purchaser notifies the Seller in writing that the Purchaser intends to Close, (ii) July 1, 2023, (iii) fifteen (15) Business Days from the date UMMC receives the required IHL Approval, or (iv) such earlier date as is mutually agreed upon by the Purchaser and the Seller.

Termination Options: UMMC may terminate the agreement at any time prior to the expiration of the inspection period, upon written notice to the seller, if the

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023

results of the inspections performed by or on behalf of UMMC, are unsatisfactory to UMMC or if UMMC is unsatisfied with the matters disclosed on the title commitment or survey.

Environmental Phase I: A Phase I Environmental Site Assessment (ESA) has been conducted on the Property. Based on the site inspection, current and past land use history, and record review, no recognized environmental conditions are evident at the property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. UMMC is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. UMMC is also acting in accordance with Board Policy §905(B), Real Estate Management, that requires a Phase I or more detailed environmental report be completed by qualified personnel and submitted to the Board's Real Estate and Facilities Office.

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

25. UMMC – DEMOLISH AND DELETE FROM INVENTORY – BUILDING AE (APARTMENT E) AND THE 1984 ADDITION OF CR (UNIVERSITY REHABILITATION CENTER) – JACKSON, MS

Agenda Request: The University of Mississippi Medical Center requests approval to demolish and delete from inventory building AE (Apartment E) and the 1984 addition of building CR (University Rehabilitation Center).

Justification: Building AE and the 1984 addition of Building CR need to be demolished for the construction of a New School of Nursing, project 409-005. It is the intent of the university to renovate and utilize the original 1957 portion of building CR.

The UMMC has submitted the request for cultural resources assessment for the project to MDAH, as required by the ARPA funding. MDAH has responded with some requests that UMMC is currently working through. The approval letter will be provided once received by UMMC. The UMMC is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
JUNE 15, 2023**

Staff Recommendation: Board staff recommends approval of this item pending UMMC receipt of approval letter from MDAH.

26. IHL SYSTEM OFFICE – ANNUAL APPROVAL OF UNIVERSITIES FOR ADMINISTERING STATE FUNDED CONSTRUCTION & MAINTENANCE PROJECTS AS PER HOUSE BILL #475, LAWS OF 2022

Approval Requested: As required by House Bill #475, Laws of 2022, the System Office requests annual renewal of approval of Mississippi State University, the University of Mississippi, and the University of Mississippi Medical Center as being qualified and capable to procure and administer state funded construction and maintenance projects for FY 2024.

Justification: House Bill #475, Laws of 2022, states the following:

SECTION 1, Mississippi Code of 1972, is amended as follows:

37-101-15 (m) (ii) Additionally, the Board is authorized to oversee, administer and approve contracts for the construction and maintenance of buildings and other facilities of the state Institutions of Higher Learning, including related contracts for architectural and engineering services, which are funded in whole or part by general obligation bonds of the State of Mississippi at institutions designated annually by the Board as being capable to procure and administer all such contracts. This subparagraph (ii) shall stand repealed from and after July 1, 2025.

The IHL Staff has reviewed the qualifications of the above referenced universities regarding the following criteria and recommends approval to self-administer state funded construction, renovation, and maintenance projects.

Staff Recommendation: Board staff recommends approval of this item. Additionally, the Board requests that this self-administration be provided for funds authorized in House Bill 603, Laws of 2023, SB 3000, Laws of 2023, SB 3008, Laws of 2023, and HB 1722, Laws of 2023.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

1. **MSU – APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF STARKVILLE, MS AND OKTIBBEHA COUNTY, MS FOR SPRING STREET PROJECT**

Mississippi State University requests approval of an Interlocal Agreement with the City of Starkville, MS and Oktibbeha County, MS for the purpose of constructing pedestrian improvements along the Spring Street corridor from Locksley Way to Russell Street at the intersection of Spring Street and MS Highway 12. Pursuant to the Interlocal Agreement, all parties will share equally in the cost of design and construction of the improvements over and above Federal Transportation Alternative Funds committed to the project by the MS Department of Transportation. The purpose of the Interlocal Agreement is to define the parties' roles, responsibilities and commitments related to the project. The connection will provide needed pedestrian and alternative transportation routes. The funding sources of the project are MS Department of Transportation Alternative 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.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
STARKVILLE, MISSISSIPPI, OKTIBBEHA COUNTY AND MISSISSIPPI STATE
UNIVERSITY
FEDERAL AID PROJECT NO. STP-0420-00 (026) LPA/ 109194-701000**

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is executed by and between STARKVILLE, MISSISSIPPI (the "City"), OKTIBBEHA COUNTY (the "County") and MISSISSIPPI STATE UNIVERSITY (the "University") effective as of the ____ day of _____, 2023.

WITNESSETH

WHEREAS, Miss. Code Ann. § 17-13-7 authorizes local governmental units of the State to contract with one another for joint or cooperative action to provide services and facilities; and

WHEREAS, the City, the University and the County (sometimes collectively "the Parties") are authorized to enter into this Agreement pursuant to Miss. Code Ann. § 17-13-7, and independently and cooperatively to exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

WHEREAS, the City, the University, and the County have committed to work cooperatively to pursue multi-phased opportunities for pedestrian improvements along Spring Street from the Locksley Way intersection to the Russell Street Intersection including multi-use paths, sidewalks, bike lanes, Complete Streets, and other pedestrian accessibility improvements ("Spring Street Project");

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

WHEREAS, the Parties have determined that it is in their best interest to take action as may reasonably be necessary to facilitate and accelerate the construction of the Spring Street Project because it will provide and improve pedestrian and alternative transportation routes in their jurisdictions; and

WHEREAS, the City has applied for and received Federal Transportation Alternative Funds to design and construct a segment of the Spring Street Project at the intersection of Spring Street and MS Highway 12 (“Spring Street & MS Highway 12 Pedestrian Improvements Project” or “Project”); and

WHEREAS, the City, the University, and the County desire to enter into this Interlocal Agreement for the purpose of funding the Project; and

WHEREAS, the City reasonably estimates that the total cost of designing and constructing the multi-use path will be approximately \$580,000.00, with \$400,000.00 coming from Federal Transportation Alternative Funds and the remainder of the cost being split between the Parties; and

WHEREAS, the Parties have found that the construction of the Project is feasible, beneficial, and within the financial resources of the Parties, and will benefit the Parties, and in turn, the general public; and

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

1. PURPOSE. This Agreement establishes the protocol and defines the responsibilities and obligations of the Parties in connection with their joint and cooperative efforts to complete the Project. The City proposes to construct the Project with federal funds outlined above. The Parties agree to split the remaining costs as outlined below. The City will oversee all aspects of the construction of the project.

2. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The City agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.
2. To complete design plans for the Project. This will include all activities and documents normally associated with design of a

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

federal transportation alternatives project.

3. To provide construction management for the Project.
4. To advertise for bids, receive bids, open bids, and award a contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the City.
6. To manage the engineering, bidding, and construction process in a manner that furthers the purpose of this Agreement.
7. To provide an equal one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus one-third (1/3) share of preliminary engineering costs.
8. To require the Project contractor to: (1) list the University and County as a “co-owner” on the Project performance bond; and (2) execute a Letter of Assurance in favor of the University and County.

B. The University hereby covenant, warrant and agree as follows:

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.
2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering costs.

C. The County hereby covenant, warrant and agree as follows:

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.
2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering costs.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

3. AMENDMENTS. This Agreement may only be amended in writing as mutually agreed upon by the Parties.
4. DISPOSITION OF PROPERTY. Throughout the operation of this Agreement, and following its expiration, all property attendant to the Project shall remain the property of the original owner.
5. SEVERABILITY. Should any provision of this Agreement be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this Agreement shall remain in full force and effect.
6. AUTHORITY. Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Miss. Code Sec. § 17-13-7, Miss. Code Sec. § 37-101-15, Miss. Code Sec. § 21-17-1(8) & (10), and Miss. Code Sec. § 21-37-3.
7. DURATION. The Agreement will not become effective until the date it has been approved by the Attorney General's Office and filed with the Secretary of State. The Agreement shall remain in effect until completion of the Project.

SO EXECUTED AND AGREED THIS ____ DAY OF _____, 2023.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

2. **UM – APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF OXFORD, MISSISSIPPI**

The University of Mississippi requests approval to enter into an Interlocal Agreement with the City of Oxford, Mississippi to allow the City to contribute \$200,000 to UM for the maintenance, repair and/or renovation of the University's baseball stadium. This Agreement is a renewal of a very similar Interlocal Agreement entered into on or about August 25, 2009. The purpose of the Agreement is to allow the City to contribute funds to UM for needed improvements and maintenance to the UM baseball stadium based on receipts from a Tourism Tax, currently being assessed by the City, for tourism related purposes, which includes the improvements to the UM baseball stadium. The Attorney General's Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF OXFORD, MISSISSIPPI, AND THE UNIVERSITY OF MISSISSIPPI

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

THIS AGREEMENT is entered into as of the date shown at the end of this agreement between the City of Oxford, Mississippi, a municipality duly authorized, established and existing under the laws of the State of Mississippi (“the City”), and the University of Mississippi, a state institution of higher learning duly authorized, established and existing under the laws of the State of Mississippi (“the University”). This Agreement is entered into in accordance with the provisions of Section 17-13-1 *et seq.* of the Mississippi Code of 1972, Annotated, as amended (“Interlocal Cooperation Act of 1974”).

WHEREAS, the City and University have benefitted from the tourism generated by the Oxford-University Stadium; and

WHEREAS, in addition to the tourism it generates, the Oxford-University Stadium adds to the local community by providing a venue for spectator sports for the residents of the City of Oxford; and

WHEREAS, the City is authorized to spend monies generated by that certain tax allowed under House Bill No. 1189, which was signed into law by the governor on March 24, 1986, and became effective March 24, 1986 (“the Tourism Tax”), for the promotion of tourism; and

WHEREAS, the original use of a portion of such funds initially was to construct the Stadium, and the City was authorized to use the remainder for “tourism related purposes” which definition specifically included but was not limited to the construction of and/or improvements to the Stadium; and

WHEREAS, the City has satisfied its bonded indebtedness pursuant to House Bill No. 1189; and

WHEREAS, the University is expending funds for maintenance, repair and/or renovation of the Stadium, which will directly enhance tourism within the City of Oxford; and

WHEREAS, the City and the University desire to enter into an agreement to ensure that the City continues to benefit from the increased tourism generated by the Oxford-University Stadium, and to further ensure that needed improvements and maintenance are undertaken and fully funded as authorized under House Bill No. 1189; and

WHEREAS, the City has the authority to receive and expend these funds pursuant to House Bill No. 1189 and the University’s authority to construct an athletic facility on its campus is implied by Miss. Code Ann. § 37-115-1; and

WHEREAS, pursuant to Miss. Code Ann. § 17-13-7 (3) and (4) the City’s Board of Aldermen authorized entry into this Agreement by resolution entered on its minutes dated _____, 2023; and

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

WHEREAS, the University has received approval from the Board of Trustees of State Institutions of Higher Learning to enter into this Agreement as spread upon its minutes dated _____, 2023, the relevant excerpts of which are attached hereto as Exhibit “B”;

NOW THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. GENERAL PROVISIONS

This agreement (“the Agreement”) is entered in accordance with the authorization of the “Interlocal Cooperation Act of 1974” (“the Act”) as it now appears. All provisions set forth in the Act are incorporated herein and made a part hereof. It is the intent of the parties to this Agreement that such authority as is granted by the Act shall be exercisable by the Parties to enable them to accomplish the purposes of this Agreement.

II. PURPOSE

The purpose of this Agreement is to permit and provide, in the most efficient and effective manner, the City to pay to the University \$200,000.00 per year of funds generated pursuant to House Bill 1189, for the maintenance, repair and/or renovation of the University’s baseball stadium.

III. DURATION

The term of this Agreement shall be fifteen years, commencing in fiscal year 2023/2024, and ending fiscal year 2037/2038.

IV. ORGANIZATION

This Agreement creates no new board, agency, or entity of any kind.

V. JOINT PROPERTY

This Agreement creates no change in ownership of property, as such ownership may have existed before the Agreement’s execution.

VI. DUTIES, RESPONSIBILITIES AND REPRESENTATIONS

The City shall convey the sum of \$200,000.00 taken from the sums generated by the above-referenced Tourism Tax to the University each January of the term of the Agreement as set forth in Section III. The parties shall independently bear any administrative costs incurred in undertaking the obligations of this Agreement.

VII. LIABILITY

Each party to this Agreement shall assume responsibility for any acts of negligence which may be attributed to it or its employees or agents, to the extent authorized by

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Miss. Code Ann. § 11-46-1 *et seq.* of the Mississippi Code of 1972, Annotated, as amended (the Mississippi Tort Claims Act), and any other applicable federal, state, or local laws or regulations. Nothing in this Agreement shall be construed as an obligation by either party to indemnify the other that would not be authorized under applicable law, or an acceptance of liability by either party beyond that prescribed by law.

VIII. AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. Any such amendment shall be approved by the governing authorities of each party prior to incorporation as part of this Agreement.

IX. SPECIFIC AUTHORITY

The Board of Aldermen for the City of Oxford satisfied the requirements of Miss. Code Ann. § 17-13-7(3) by approving this Agreement by resolution, said resolution being found on the minutes dated _____, 2023, which are attached hereto as Exhibit "A". The Board of Aldermen was authorized to enter said resolution pursuant to Miss. Code Ann. § 17-13-7(1). This instant Agreement affords the City of Oxford no power, authority, and/or responsibility it would not otherwise possess and accordingly does not violate Miss. Code Ann. § 17-13-7(5).

X. TERMINATION

This Agreement shall not unlawfully bind successors in office. If the Agreement is terminated early by successors in office, ownership shall remain as such ownership may have existed before the Agreement's execution.

XI. FILING FOR APPROVAL

Pursuant to Miss. Code Ann. § 17-13-11, the parties understand that as a condition precedent to the Agreement being enforceable, the Agreement shall be submitted to the Attorney General of the State of Mississippi for his approval, and this Agreement shall not be enforceable unless and until approved by the Attorney General, or unless and until sixty days pass from the date submitted, within which time the Attorney General fails to disapprove the Agreement. In the latter event, pursuant to Miss. Code Ann. § 17-13-11(1), this Agreement shall be considered approved and enforceable.

On approval by the Attorney General, or the passing of sixty days after submission without his disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Lafayette County, the Secretary of State of the State of Mississippi, and the State Department of Audit, pursuant to Miss. Code Ann. § 17-13-11(3) and (4).

XII. MISCELLANEOUS

This Agreement is governed by Mississippi law. This Agreement may be executed in several counterparts that, when combined, will constitute the original instrument.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

APPROVED AND EXECUTED BY THE RESPECTIVE PARTIES as of the date indicated below pursuant to lawful resolution adopted by the governing authority of each party.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

3. **MSU - APPROVAL OF REVISED AFFILIATION AGREEMENT WITH THE BULLDOG CLUB, INC.**

Mississippi State University requests permission to enter into a revised Affiliation Agreement with the Bulldog Club, Inc. ("Bulldog Club"). This agreement is designed to govern the relationship between the University and the Bulldog Club by setting forth the terms and conditions under which the University will provide certain support and services for the Bulldog Club and the Bulldog Club will provide certain support and services for and on behalf of the University. These revisions will allow the Bulldog Club to have the ability to hire employees rather than the University being required to provide all Bulldog Club personnel as is currently the case. They will also provide flexibility for the Bulldog Club to manage some contracts on the University's behalf but not the requirement to do so that currently exists. These changes will allow the Bulldog Club to operate more like other athletic fundraising arms in the SEC and to have more flexibility to address the changing landscape of college athletics. The term of this revised agreement will be from June 16, 2023 through June 16, 2027. The proposed revised agreement meets the requirements of Board Policy 301.0806 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
Between
Mississippi State University
and
The Bulldog Club, Inc.**

THIS AMENDED AND RESTATED AFFILIATION AGREEMENT ("Agreement") is entered into as of the 16th day of June, 2022, by and between MISSISSIPPI STATE UNIVERSITY ("University") and THE BULLDOG CLUB, INC. ("Club").

WHEREAS, the University is an institution of higher education, and an agency of the State of Mississippi; and

WHEREAS, the Club is a Mississippi non-profit corporation, recognized as tax exempt under Section 501(c) (3) of the Internal Revenue Code, the purpose of which is to support athletic programs (the "Programs") of the University by raising funds to support athletics in all of its aspects as may be requested by the University; and

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

WHEREAS, the Club has the obligation and the ability to use its resources in a responsible and effective manner to operate exclusively for the benefit of University athletics by providing certain services and funding to support the various needs of University's athletics programs; and

WHEREAS, the University has determined that it is in its best interest for athletic fund raising and other services to be coordinated through the Club to increase efficiency and to expand the current sources of support for the Programs and desires to engage the services of the Club in accordance with the terms and conditions set forth below;

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

1. Relationship of Parties. The Club is a not-for-profit corporation, organized under the laws of the State of Mississippi. In accordance with its Articles of Incorporation, the Club is to be administered and operated exclusively for the benefit of the Programs of the University. However, the Club is not a subsidiary of the University and is not directly controlled by the University. The independent Board of Directors of the Club is entitled to make all decisions regarding the business and affairs of the Club. Moreover, the assets of the Club are the exclusive property of the Club and do not belong to the University. The resources of the Club are committed and disbursed at the discretion of the Club's Board of Directors in accordance with donor directions and with Club policy developed and updated as needed in cooperation with the University. No university employee or other persons directly or indirectly employed by IHL shall serve as a voting member of the Board of Directors unless approved by IHL but may serve as an ex-officio non-voting member. No member of the IHL Board shall hold a voting position.
2. Club Services. The services to be performed by the Club hereunder shall include, but not be limited to:
 - A. Planning and coordinating fund-raising activities, annual giving campaigns, fund-raising initiatives, making capital improvements, and entering into contracts in its discretion as requested by the University. The Club shall operate and perform services in compliance with all applicable state and federal laws.
 - B. Notifying the Director of Athletics of all designated gifts and contributions to the Club for the benefit of Athletics, including the terms of any restrictions on such gifts, and making regular reports of fund balances and expenditures available to appropriate University administrators.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

- C. Receiving all gifts and contributions to the Club for necessary and appropriate acknowledgment, as required by the Internal Revenue Code, and delivery to the chief financial officer of the Club for recording and deposit. Assets of the Club shall be maintained pursuant to the Uniform Prudent Management of Institutional Funds Act (UPMIFA). The Bulldog Club does not manage Institutional Assets.
- D. Directing the services of a professional staff for campaigns, planning, and corporate and Club development activities, prospect research, donor stewardship, investments, accounting, and disbursement.
- E. Working where appropriate with the designated offices of the University to arrange press conferences, press releases, and radio and television communications to acknowledge significant gifts.
- F. Maintaining records concerning charitable pledges, gifts, and contributions to the Club. The records of the Club shall be maintained separately from the records of the University.
- G. Coordinating with appropriate university officials in the management and recognition of all scholarship programs.
- H. Providing timely transfer for funds, reimbursement of expenses or payment of vouchers approved in accordance with Club policy.
- I. As requested by the University, manage, control, market, and sell seating and parking, as designated by the University, for athletic events.
- J. Manage, plan, design, fund, and oversee construction of athletic facilities as designated and requested by the University for the Athletics Department.
- K. Provide supplemental compensation to certain University athletics employees as requested by and at the discretion of the President of the University and as approved by the Club's Board of Directors. The Club will submit to the IHL an annual report providing a detailed list of supplemental compensation provided to the University athletics employees.
- L. Provide vehicles for use by coaches, assistants and other university employees as requested by the University and determined to be beneficial by the Club.
- M. As requested by the University, administer, including marketing, production and distribution of, (1) radio and television networks and programming, and (2) publications for appropriate University Athletics programs; sell all

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

advertising and sponsorships for such broadcasting, programming and publications, and receive revenues, if any, derived therefrom.

- N. As requested by the University, administer, including marketing and selling, all corporate advertisements and sponsorships for University Athletics events and venues within guidelines agreed to by the University and receive all revenues, if any, derived therefrom.
 - O. As requested by the University, administer all athletic team apparel and footwear uses and sponsorships and receive all revenues, if any, derived therefrom.
 - P. Such other duties as the University may reasonably request as necessary or desirable to effectively conduct the programs and services of the University's Department of Athletics.
 - Q. University assets shall not be managed by the Club or its voting Directors.
3. University Obligations. For all services rendered by the Club under this Agreement, and in consideration of the agreements of the Club contained herein, the University, at no additional cost to the Club, during the term of this Agreement:
- A. Shall provide to the Club requested personnel as necessary and appropriate for the performance of its duties under this Agreement; such personnel shall be selected, hired, and discharged by the University in consultation with the Club; the compensation of such personnel, together with all fringe benefits, employment taxes, and other costs thereof, shall be set and paid by the University in consultation with the Club; and such personnel shall be considered employees of the University. Work performed for the Club shall be directed and supervised by the Club.
 - B. Shall provide offices, furnishing and equipment, utilities, and other support for the Club as necessary and appropriate for the performance of the services required hereunder.
 - C. Shall reimburse the Club for certain reasonable business expenses, which the Club may incur on the University's behalf.
 - D. May grant the Club exclusive multi-media advertising and sponsorship rights, including the right to market, sell and transfer such rights, for the University Athletics programs. Such rights shall include, without limitation, advertising and sponsorship rights associated with print, media, radio and television programming, existing and new signage at University athletic

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

events and venues and related promotional and sponsorship rights for the University's athletics programs.

- E. May grant the Club exclusive athletic team apparel and footwear use and sponsorship rights.
 - F. Shall ensure that donor gift funds distributed by the Club to the University are used in a timely manner in compliance with donor intent. The University shall provide the Club staff and auditors with access to records and accounts needed to monitor and verify the use of donor gift funds.
4. Determination of Needs for Solicitation of Private Funds. It is understood and agreed that the Club shall look to the University for a determination of specific needs and athletic programs the Club shall plan and manage as a part of its fund-raising efforts. However, the University understands the importance of long-range planning in fund solicitation and agrees to involve the Club in the process of determining the specific needs and programs. The President of the University shall be responsible for planning for these specific needs and programs.
5. Financial Statements. The Club shall maintain financial and accounting records and annual financial statements, including thorough documentation of donor intent, in accordance with Generally Accepted Accounting Principles, which records shall be maintained separately from the records of the University. These statements shall contain such detail as the IHL Board may from time to time require. The Club shall engage a certified public accounting firm that is in good standing with the Mississippi State Board of Public Accountancy, having substantial experience in auditing like organizations, to audit these financial records. Such firm must be approved by the University's President or his/her designee. The Club shall furnish, subject to such terms and conditions as required, to the University and IHL by March 1 of each year such audited financial statements together with a list of the officers and directors of the Club.

The Club understands and agrees its Audited Financial Statement may be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If so required the Club will submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Associate Commissioner of Finance and Administration and external auditing firm hired to perform the annual IHL system audit. If requested the Club will furnish the annual audited financial statements to the President and to IHL, along with a list of Club officers and directors by October 15 of the year requested. The IHL Board's Associate Commissioner of Finance and Administration shall notify the Club of the applicability of the October 15 deadline as far in advance of the deadline as possible each year.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

The Club and the President may request a waiver of the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as limited assets which make the expense of such an audit financially burdensome to the Club and unnecessary. The IHL Board may grant such a waiver which may be conditioned upon such other review of the financial records of the Club as the University and IHL may deem feasible. The Club shall accompany such request for a waiver with (a) its most recent annual audited financial statement (if it exists), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Club anticipates the year-end financial statement for the current year will differ from the financial statements of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request for such a waiver is within the sole discretion of the University and the IHL Board. Any waiver granted shall apply only for one year, and any request to waive the requirement for any succeeding year will be submitted as above set out.

6. Confidential Records. Certain donor and fund information and contracts maintained in furtherance of the Club's fundraising activities and other services is recognized to be the property of the Club and as such is confidential whether in paper or electronic format. The parties acknowledge the Club's electronic donor records, including, but not limited to related biographical, pledge, and gift records, and contracts entered into by the Club are the exclusive property of the Club, regardless of the server or computer on which the records reside. To the extent information shared with the University may be protected from disclosure, the University will notify the Club before disclosure to afford the University and the Club an opportunity to take all necessary action to protect such information under available statutory exceptions if disclosure would result in a breach of confidentiality or public disclosure of confidential, or private information. In particular, the University will actively join with the Club to pursue the protection of the identity of donors and any information the Club may collect about said donors and shall establish and enforce policies that support the Club's ability to respect the privacy and confidentiality of donor records.

If requested by the University, the Club shall provide any and all information relating to the operation or management of the Club or any funds contributed to, received by, expended by, or managed by the Club. To the extent that information is inspected, reviewed or received by the President or his designees with respect to the identity of donors who have expressly stated they wish to maintain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, or trade secrets associated with donors or entity functions

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

(collectively, “Confidential and Trade Secret Information”) such information shall be treated as confidential by the President and any designee who may acquire such information. The University shall take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. The IHL, acting upon its minutes, may require the Club to provide information or allow inspection of its records as required by the IHL to determine that the Club is in compliance with this agreement and that the funds held for the University or for its benefit are appropriately utilized and protected. No such request for information will be made by individual IHL members to the University or to the University President.

IHL will attempt, when appropriate, to resolve any issues or concerns about the activities of the Club informally. In accordance with IHL policy, the decision of whether and how to respond to informal requests is within the discretion of the governing authority of the Club. The expectation is that normally any question from IHL can be resolved through informal procedures.

However, IHL may determine, acting upon its minutes, that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Club is appropriately complying with the agreement and that funds intended to be used for the benefit of the University are appropriately maintained and expended. If the Board makes such a finding, the Club will permit an audit, inspection or review of the financial and other records of the Club by persons selected by the IHL, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined. Further, the Club will fully cooperate with any such inquiries.

Though the IHL will not unnecessarily disclose or disseminate any confidential and trade secret information relating to the Club, and in particular, any information related to donors to the Club or trade secrets associated with donors or entity function, in some circumstances, however, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Thus, the Club recognizes that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the IH and any decision to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes. No individual IHL Board member or employee of the IHL will release such information without authorization from the Board.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

7. Communications. The President of the University shall be responsible for communicating to the Club priorities and long-term plans of the University. The parties shall work together to encourage communications between the Board of Trustees of State Institutions of Higher Learning and the Board of Directors of the Club. To provide the Directors with the appropriate information to assist them in the proper execution of their duties and responsibilities as the Board of Directors of the Club, the University shall furnish the Club reports, schedules and records as may be requested by the Club, and the Directors of the Club will seek input from the President of the University in defining major needs and priorities.
8. Gift Receipting and Ownership. All gifts received by the University for athletics shall be immediately forwarded to the Club for acknowledgment in accordance with section 2(C) of this Agreement to ensure proper receipting and recording of all athletics gifts into a common record. Gifts made to the Club shall be accounted for and ownership maintained by the Club. However, checks made payable to the University will be transferred to the Club if a gift agreement, pledge, or expectancy exists between the donor and the Club. If a check is made payable to the University and no gift agreement, pledge, or expectancy exists between the Club and the donor, the donor will be contacted to clarify his intent. The intent expressed by the donor will control the delivery and ownership of the funds. Certain non-endowed gifts made for athletics may be received through the Foundation as part of annual giving appeals, or otherwise. In these cases, the Foundation will acknowledge the gifts and hold the funds until disbursement is requested by the Club. If a donor wishes to establish an endowed fund for the benefit of athletics through the Foundation, normal policies governing the investment and disbursement of investment income from endowed funds will apply as set forth by the Board of Directors of the Foundation. The Club shall maintain and abide by a Gift Acceptance Policy that is jointly endorsed by the University and the Club. The Gift Acceptance Policy shall describe the method by which the Club will keep the University informed about endowment performance, endowment spending policy and anticipated accumulation and distribution of funds.
9. Trademark/Logo Usage: To assist the Club in discharging its obligations under this Agreement, the University grants the Club a non-exclusive worldwide license to use University trademarks, service marks and logos consistent with University policy and the terms and conditions of this Agreement. It is understood and agreed that the University's name, marks and logos have great economic and public relations value. The Club shall not assign or delegate authority to use the University's name, marks or logos to any person or entity without the prior written approval of the University's Trademark Licensing office.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

10. Club Funding. The Club, with the consent of the University, which consent shall not be unreasonably withheld, may use a percentage of the annual unrestricted funds, assess fees for services, or impose charges against managed funds to support its operations.
11. Term of Agreement. Subject only to the provisions for termination as hereinafter set forth, the initial term of this Agreement shall be for a period beginning on June 16, 2023, and ending on June 16, 2027, and shall continue thereafter from year to year.
 - A. The President may, with prior approval of the IHL Board, terminate this Agreement for specified material noncompliance with or breach of this Agreement or applicable policies of the University or IHL. In such case, the President must provide the Club ninety (90) days notice and work with the staff and board of the Club in that period to cure the breach in advance of termination.
 - B. In the event of termination under Subparagraph (A), the 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 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, (2) will cease to use and will not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the President, (3) will provide the IHL, the University or another entity designated by the IHL or President with any records, accounts or other materials requested by the President or IHL, subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.
 - C. The By-Laws of the Club shall state that upon dissolution of the Club, all of the Club's assets shall 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 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. The IHL Board must approve any exception to the aforementioned requirement.
 - D. The Club may not terminate this Affiliation Agreement without the consent of the President and IHL.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

12. This agreement shall apply to any and all entities owned or controlled by the Club, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. Should the use/purpose of any such special purpose entity change, the Club will comply with any and all provisions of the affiliation agreement between the University and the entity owning or controlling the special purpose entity.

13. Notices. Any notice, request, demand, or other communication permitted to be given hereunder shall be in writing and shall be deemed to be duly given when personally delivered to an officer of the Club or the President of the University, as the case may be, or when deposited in the United States mails, by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses of the Club and the University as shown below, or to such other address as either party shall designate by written notice to the other:

As to the University:	President Mississippi State University Post Office Box 6018 Mississippi State, MS 39762
-----------------------	--

As to the Club:	President The Bulldog Club Post Office Box BT Mississippi State, MS 39762
-----------------	--

14. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or conveyed in whole or in part by one party without the written consent of the other party.

15. Applicable Law. This Agreement shall be construed, interpreted and the rights and duties of the parties determined in accordance with the laws of the State of Mississippi.

16. Independent Contractor. It is understood and agreed that the Club, its officers, employees, and agents, if any, shall act solely in the capacity of an independent contractor and not as employees of or agents for the University.

17. Reportable Events and Notices.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

- A. The Club President shall promptly notify the President and IHL, in writing, if any of the following events (“Reportable Events”) occur:
- (i) The Club has materially breached any of its contractual obligations under the Agreement;
 - (ii) The Club has materially failed to properly receive, apply, manage, or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
 - (iii) The Club has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
 - (iv) There has been a failure by the Club or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing document or procedures of the Club;
 - (v) Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Club or upon its status as a tax exempt organization; or
 - (vi) The Club has contracted with or entered into any business or pecuniary relationship with any of its Board members, other than a full-time employee of the Club, or any entity controlled directly or indirectly by the Board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of Fifty Thousand Dollars (\$50,000) in any calendar year; the previous sentence creates a duty to the Club to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.
- B. The President of the Club shall submit to the President and IHL a signed certification statement annually, before January 31 of each year, which affirmatively states the Club has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and to the best of its knowledge, there is no evidence any Reportable Event occurred, other than those which have been duly reported to the President and IHL, as required above. The President of the Club shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Club President will immediately notify, in writing, the President of the University.

18. Insurance

- A. General Liability Insurance. The Club shall maintain commercial general liability insurance, through one or more policies, in an amount not less than

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

\$1,000,000 per occurrence. To the extent feasible, the University and The Board of Trustees of State Institutions of Higher Learning (IHL) shall be named additional insureds under such policy unless the University requests in writing that the University or IHL be removed as additional insureds. This liability coverage shall be primary and noncontributory with respect to any insurance or program of self-insurance maintained by MSU or IHL.

- B. Proof of Insurance. Certificates of insurance, which list all applicable endorsements, shall be provided to the University upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211.
- C. Insurer Quality. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater, and such insurers must be licensed or authorized to provide insurance in the State of Mississippi.

19. Miscellaneous.

- A. It is recognized that the Foundation is primary in major gift fund-raising activities as requested by the University but does not hold an exclusive right to other activities such as solicitation for support of athletic programs as currently performed by the Club. However, the University has agreed to first notify the Foundation before making any contract or commitment with any other individual, corporation, association, or partnership concerning such activities.
- B. The parties acknowledge the Club has, and the Club agrees, to keep in effect a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. § 79-11-269 (1972), as amended, entitled "Conflict of Interest Transaction," University conflict of interest policies, and which addresses transactions with University or Club staff.
- C. The President of the University shall make all necessary reports to the Commissioner of Higher Education concerning supplemental compensation or salary supplements made by the Club to employees of the University. No form of additional compensation for the President or any IHL system office employee may be underwritten or increased by the Club without prior approval of the IHL Board. No form of additional compensation for other university employees may be provided or paid by the Club without the prior approval of the President.
- D. A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

of such term or condition for the future, or any subsequent breach thereof, or of any other term and condition of this Agreement.

- E. This Agreement constitutes the basic agreement between the parties with respect to the services of the Club concerning athletics programs. This Agreement may be amended only by an instrument in writing specifically referring to this Agreement and executed by duly authorized representatives of both parties to this Agreement.
- F. This Agreement supersedes and cancels all prior, similar agreements between the Club and the University.
- G. If any provisions of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such specific provision shall not be held to invalidate any other provisions, which shall remain in full force and effect.
- H. The maximum period of time for which the Club shall enter into contracts for professional, advisory, or other personal services shall be six (6) years.
- I. The headings of the several Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be as of the day and year first above written.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

4. **MSU – APPROVAL TO HIRE PHELPS DUNBAR, LLP AS OUTSIDE COUNSEL**

Mississippi State University requests approval to enter into a contract with the law firm of Phelps Dunbar, LLP to perform services necessary in assisting the University in the practice areas of employment law, commercial and real estate law. The contract term is one year from June 15, 2023 through June 14, 2024. The hourly rate for attorneys is \$285 and \$105 for paralegal services, with a maximum amount payable of \$75,000. This firm carries professional liability insurance coverage in the amount of \$10,000,000 per claim and an annual aggregate of \$20,000,000. 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
LEGAL
JUNE 15, 2023

5. **UM – APPROVAL TO RENEW CONTRACT WITH BRUNINI, GRANTHAM, GROWER & HEWES, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its 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, 2023 to June 30, 2024. The hourly rates are \$325 for partners, \$250 for associate attorneys, 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. This request has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

6. **UM – APPROVAL TO RENEW CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional legal services with the law firm of Butler Snow LLP as outside counsel for the provision of legal services in the practice areas of intellectual property (including patent prosecution), commercialization, construction, business, taxation, regulatory matters, and other legal matters as assigned. The contract term is one year from July 1, 2023 to June 30, 2024. The blended hourly rate will be \$320 for all attorneys (including patent work), \$235 for the trademark advisor, and \$135 for paralegal services. The maximum amount payable under this agreement shall not exceed \$250,000. This firm carries professional liability insurance coverage in the amount of \$50,000,000 per claim and an annual aggregate of \$100,000,000. This request has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

7. **UM – APPROVAL TO RENEW CONTRACT WITH LIGHTFOOT, FRANKLIN & WHITE, LLC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional legal services with the law firm of Lightfoot, Franklin & White, LLC as outside counsel for the provision of legal services in the practice areas of athletics related matters and other legal matters as assigned. The contract term is one year from July 1, 2023 to June 30, 2024. The hourly rates are \$470 for a senior partner, \$440 for a junior partner, \$250 for an NCAA specialist, and \$240 for tech support. The maximum amount payable under this agreement

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

shall not exceed \$75,000. This firm carries professional liability insurance coverage in the amount of \$10,000,000 per claim and an annual aggregate of \$20,000,000. This request has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

8. **UM – APPROVAL TO RENEW CONTRACT WITH MAYO MALLETTE, PLLC
AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its 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, 2023 to June 30, 2024. The hourly rates are \$250 for partners, \$200 for associates and \$100 for paralegal services. The maximum amount payable under this agreement shall not exceed \$60,000. This firm carries professional liability insurance coverage in the amount of \$2,000,000 per claim and an annual aggregate of \$2,000,000. This request has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

9. **UM – APPROVAL TO RENEW CONTRACT WITH NELSON MULLINS RILEY
& SCARBOROUGH, LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its 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, 2023 to June 30, 2024. The hourly rates are \$525 for Daniel Cohen, \$375 for Lexi Trumble, \$335 for Hayley Wilson and all other associates, and an hourly rate not to exceed \$195 for all paralegal services. The maximum amount payable under this agreement shall not exceed \$100,000. This firm carries professional liability insurance coverage in the amount of \$200 million per claim and an annual aggregate of \$400 million. This request has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

10. **UM – APPROVAL TO HIRE SISKIND SUSSER, PC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to enter into a contract for professional legal services with the law firm of Siskind Susser, PC as outside counsel for the provision of legal services as needed regarding immigration matters, including but not limited to the

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

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, 2023 to June 30, 2024. The fee schedule is set out below and attached to the contract as Exhibit A. The maximum amount payable under the term of this agreement is not to exceed \$100,000. This firm carries professional liability insurance coverage in the amount of \$1,000,000 per claim and an annual aggregate of \$2,000,000. This request has been approved by the Office of the Attorney General.

Schedule of Legal Fees

Nonimmigrant Petitions and Processes

H-1B petition:	\$2400
H-1B extension or amendment petitions (we handled original petition):	\$2100
H-1B withdrawal:	\$ 100
H-4 EAD (Employee may pay):	\$ 800

*additional legal fee of up to \$2000 may apply for substantive requests for evidence

TN petition or border/consulate processing:	\$2400
TN extension petition (we handled original):	\$2100

E-3 petition or consular processing:	\$2400
E-3 extension petition (we handled original):	\$2100

O-1 petition:	\$4500
O-1 extension of amendment petition (we handled original):	\$3100
O-1 additional rush fee if case needs to be filed within 60 days:	additional \$2000

J-1 waiver (IGA):	\$6200
J-1 waiver (hardship):	\$7000
J-1 waiver (Conrad):	\$6200
J-1 waiver (no objection):	\$1500

I-539 Fee for Dependents (Employee may pay):	\$ 800
--	--------

Permanent Residence Process with Labor Certification: Faculty

Special Handling labor certification:	\$3000
(If position must be readvertised):	additional \$2000
Additional fee if audited:	\$1000
Immigration petition (I-140):	\$2500

Permanent Residence Process with Labor Certification : Non-Faculty

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Labor certification:	\$5000
Additional fee if audited:	\$1000
Additional fee if subject to supervised recruitment:	\$2000

Immigration petition:	\$2500
-----------------------	--------

Permanent Residence Process: Extraordinary Ability/Outstanding Professors and Researchers and National Interest Waiver

Immigrant petition:	\$6200
---------------------	--------

EA, OP/OR, or NIW RFE or NOID: case by case determination up to \$2000

Adjustment of Status (any Employment-Based Permanent Residence Matter)

Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal:	\$2500
“Standalone” AOS and related applications, principal:	\$2800
Adjustment of status and related applications, spouse, if together with principal application and I-140	\$1800
Adjustment of status of each child, concurrent with I-140:	\$1000
“Standalone” adjustment of status, spouse (non-concurrent with I-140):	\$1800
“Standalone” adjustment of status, child:	\$1000
I-485 J (standalone cases):	\$600 (no porting) to \$1600 (porting or interfiling)

Employee Authorization and Advance Parole Renewal

Employment Authorization Renewal per individual:	\$ 500
Advance Parole Renewal per individual:	\$ 500

Marriage Based Permanent Residence

Principal Applicant:	\$4100
Each child, if any:	\$1000

Other Services

AR-11 Change of Address:	\$ 100
Interview rescheduling:	\$ 100
Biometrics rescheduling per person:	\$ 100
Waiver Review Division Advisory Opinion:	\$3000
Expedite requests:	\$ 300
Auto Revalidation Letter:	\$ 500

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

General Legal Advice and Unusual Matters Which Fall Outside This Fee Schedule

Such matters will be billed at our hourly rates:

Partners	per hour billed: \$350
Associate Attorneys	per hour billed: \$250
Paralegals	per hour billed: \$150

Additional expenses not included are government filing fees, translation of documents, credentials evaluations, and courier/FedEx services (typically a flat 5% incidental expense fee to cover FedEx, bindings, copies, supplies, etc.).

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

11. **UM – APPROVAL TO RENEW CONTRACT WITH THOMAS|HORSTEMEYER, LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its 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, IP licensing, copyrights, transactions, and applications, filings, and submissions specified in Appendix A attached to the contract. The hourly rates range from \$260 to \$446 for attorneys, \$224 to \$265 for patent agents, and \$195 to \$225 for paralegal services. The maximum amount payable under the term of this agreement shall not exceed \$250,000. T|H will also handle certain transactional IP matters for a flat fee based on category of services, at additional savings to the University. The fee schedule is set out below and attached to the contract as Appendix A. The contract term is one year from July 1, 2023, to June 30, 2024. This firm carries professional liability insurance coverage in the amount of \$5,000,000 per claim and an annual aggregate of \$5,000,000. This request has been approved by the Office of the Attorney General.

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

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

	<ul style="list-style-type: none"> of application • one revision by the inventor • informal figures • filing of application
Category 2 \$3000	<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 • 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	<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 • 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

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Category 1 \$1000	Includes, where applicable: <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	Includes, where applicable: <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	Includes, where applicable: <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	Includes, where applicable: <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
Category 5 \$10,000	Including, where applicable: <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

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

	<ul style="list-style-type: none"> • 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	Includes, where applicable: <ul style="list-style-type: none"> • preparing, filing and reporting response to simple restriction requirement indicating election without traversal
Category 2 \$700	Includes, where applicable: <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	Includes, where applicable: <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	Includes, where applicable: <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	Includes, where applicable: <ul style="list-style-type: none"> • review and analysis of more complex office actions and cited publications • developing strategy for response • preparing, filing and reporting response or appeal brief
Category 3 \$3500	Includes, where applicable: <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	Includes, where applicable: <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	Includes, where applicable: <ul style="list-style-type: none"> • preparing, filing and reporting notice of appeal

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

\$100	<ul style="list-style-type: none"> • 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>	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.
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) \$250-\$600	<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 • filing and reporting filed statement
Notice of Allowance and Issue Fee Payment \$500	<p>Includes where applicable:</p> <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	<p>Includes, where applicable:</p> <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.
	Includes, where applicable

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

Review/Correction of Patent Term Adjustment \$150	<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	<p>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.</p> <p>Fees for a third-party search firm, if applicable, will be mutually agreed upon before authorization to begin the search.</p>

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

12. UM – APPROVAL TO RENEW CONTRACT WITH SUN SOVEREIGN, LLC d/b/a WARE | IMMIGRATION AS OUTSIDE COUNSEL

The University of Mississippi requests permission to renew its contract for professional legal services with Sun Sovereign, LLC d/b/a 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, 2023 to June 30, 2024. 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: Of Counsel, \$450; partners, \$350; associates, \$250; and paralegal services, \$150. This firm carries professional liability insurance coverage in the amount of \$3,000,000 per claim and an annual aggregate of \$3,000,000. This request has been approved by the Office of the Attorney General.

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

H-1B petition

\$2500*

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

H-1B extension or amendment petitions (we handled original petition)	\$2500*
H-1B withdrawal	\$ 200
H-4 EAD (Employee may pay)	\$ 750
*additional legal fee of up to \$2,500 may apply for substantive requests for evidence	

TN petition or border/consulate processing	\$2500
TN extension petition (we handled original)	\$2500

E-3 petition or consular processing	\$2500
E-3 extension petition (we handled original)	\$2500

O-1 petition	\$8000
O-1 extension or amendment petition (we handled original)	\$4000
O-1 additional rush fee if case needs to be filed w/in 60 days	\$2000

J-1 waiver (IGA or hardship)	\$8000
J-1 waiver (Conrad)	\$8000
J-1 waiver (no objection)	\$2000

I-539 Fee for Dependents (Employee may pay)	\$1000
---	--------

Permanent Residence Process with Labor Certification: Faculty

Special Handling labor certification	\$3000
(If position must be readvertised)	\$2500
Additional fee if audited	\$1500-2500
Immigrant petition (I-140)	\$2500

Permanent Residence Process with Labor Certification: Non-Faculty

Labor certification	\$6000
Additional fee if audited	\$1500-2500
Additional fee if subject to supervised recruitment	\$3000
Immigrant petition	\$2500

Permanent Residence Process: Extraordinary Ability/Outstanding Professors and Researchers and National Interest Waiver

Immigrant petition	\$8000
EA, OP/OR, or NIW RFE or NOID: case by case determination up to	\$2500

Adjustment of Status (any Employment-Based Permanent Residence Matter)

Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal	\$2500
“Standalone” AOS and related applications, principal	\$3000

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

Adjustment of status and related applications, spouse, if together with principal application and I 140	\$1500
Adjustment of status of each child, concurrent with I 140	\$1000
“Standalone” adjustment of status, spouse (not concurrent with I-140)	\$2000
“Standalone” adjustment of status, child	\$2000
I 485 J (standalone cases)	\$1500

Employment Authorization and Advance Parole Renewal

Employment Authorization Renewal per individual	\$ 750
Advance Parole Renewal per individual	\$ 750

Marriage Based Permanent Residence

Principal Applicant	\$4000
Each child, if any	\$2500

Other Services

AR-11 Change of Address	\$ 150
Interview rescheduling	\$ 150
Biometrics rescheduling per person	\$ 150
Advisory Opinion	\$ 500
Expedite request	\$ 500-750
Auto Revalidation Letter	\$ 200

General Legal Advice and Unusual Matters Which Fall Outside This Fee Schedule

Such matters will be billed at our hourly rate:

Of Counsel Rate:	per hour billed	\$ 450
Partners	per hour billed	\$ 350
Associate Attorneys	per hour billed	\$ 250
Paralegals	per hour billed	\$ 150

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

13. UMMC – APPROVAL TO HIRE BUTLER SNOW LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the law firm of Butler Snow LLP as outside counsel to advise on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues and commercial and general matters. The contract term is two years from July 1, 2023 to June 30, 2025. The hourly rates for the first year of the agreement, or through June 30, 2024, are \$320 for attorneys, \$215 for healthcare policy, compliance and coding advisors and \$115 for paralegal services. The hourly rates for the second year of the agreement, or July 1, 2024 through June 30, 2025, are \$345 for attorneys, \$235 for healthcare policy, compliance and coding

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

advisors and \$135 for paralegal services. The maximum amount payable over the full term of the contract shall not exceed \$1,600,000. This firm carries professional liability insurance coverage in the amount of \$50,000,000 per claim and an annual aggregate of \$100,000,000. This request has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

14. **UMMC – APPROVAL TO HIRE FOREMAN, WATKINS & KRUTZ, LLP AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the law firm of Foreman, Watkins & Krutz, LLP as outside counsel for the provision of legal services on personnel matters. The contract term is two years from July 1, 2023 to June 30, 2025. The hourly rate is \$225 for attorneys and \$95 for paralegal services with a maximum amount payable of \$400,000 under the full term of this contract. This firm carries professional liability insurance coverage in the amount of \$20,000,000 per claim and an annual aggregate of \$20,000,000. This request is pending approval by the Attorney General.

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

15. **USM – APPROVAL TO HIRE BRYAN, NELSON, SCHROEDER, CASTIGLIOLA & BANAHA, PLLC AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract for professional legal services with the law firm of Bryan, Nelson, Schroeder, Castigliola & Banahan, PLLC as outside counsel for the provision of services as necessary in the practice areas of admiralty and maritime law, including, but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The contract term is one year from July 1, 2023 to June 30, 2024. The hourly rate is \$195 for attorneys and \$90 for paralegal services with a maximum amount payable of \$75,000 during the term of the contract. This firm carries professional liability insurance coverage in the amount of \$3,000,000 per claim and an annual aggregate of \$3,000,000. This request is pending approval by the Attorney General.

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

16. **USM – APPROVAL TO HIRE BUTLER SNOW LLP AS OUTSIDE COUNSEL**

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

The University of Southern Mississippi requests approval to enter into 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, commercial matters, intellectual property (including trademark, copyright and patent matters) regulatory matters, litigation, human resources and employment matters, education matters (including issues associated with faculty, students and research programs), general administrative matters, and 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, 2023 to June 30, 2024. The hourly rate is \$320 for attorneys and \$135 for paralegal services with a maximum amount payable of \$200,000 during the term of the contract. This firm carries professional liability insurance coverage in the amount of \$50,000,000 per claim and an annual aggregate of \$100,000,000. This request is pending approval by the Attorney General.

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

17. **USM – APPROVAL TO HIRE MAYO MALLETTE, PLLC AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract for professional legal services with the law firm of Mayo Mallette, PLLC as outside counsel for the provision of services in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, affiliation agreements, naming agreements and policies, Title IX, NCAA compliance, disability law and athletics, as well as general legal advice, and litigation related to any of the activities described herein. The contract term is two years from July 1, 2023 to June 30, 2025. The hourly rate is \$195 for attorneys and \$90 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 \$2,000,000 per claim and an annual aggregate of \$2,000,000. This request is pending approval by the Attorney General.

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

18. **USM – APPROVAL TO HIRE NELSON LAW, PLLC AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract for professional legal services with the law firm of Nelson Law, PLLC as outside counsel for the provision of services in the practice areas of commercial matters, contracts, real property, general administrative matters, higher education law, employment law, constitutional law, federal law and regulations, compliance, general legal advice, and litigation related to any such activities. The contract term is two years from July 1, 2023 to June 30, 2025. The hourly rate is \$165 for attorneys and \$85 for paralegal services with a

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

maximum amount payable of \$30,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of \$2,000,000 per claim and an annual aggregate of \$2,000,000. This request is pending approval by the Attorney General.

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

19. **USM – APPROVAL TO HIRE RICHARD & THOMAS, PLLC AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract for professional legal services with the law firm of Richard & Thomas PLLC as outside counsel for the provision of services in the practice area of real estate and real estate closings. It is anticipated that the University will have a need for real estate closing services during term of this contract for purchases of property near the Hattiesburg campus, and it is anticipated that each closing will cost the University approximately \$1,000. The hourly rate for other real estate matters is approximately \$150, depending on the services rendered. The contract term is two years from July 1, 2023 to June 30, 2025. The maximum amount payable under the full term of the contract shall not exceed \$5,000. This firm carries professional liability insurance coverage in the amount of \$1,000,000 per claim and an annual aggregate of \$1,000,000. This request is pending approval by the Attorney General.

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

20. **USM – APPROVAL TO HIRE WISE CARTER CHILD & CARAWAY, P.A. AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract for professional legal services with the law firm of Wise Carter Child & Caraway, P.A. as outside counsel for the provision of services in the practice areas of real estate, commercial matters, contracts, general administrative matters, construction, real estate closings, title opinions, general legal advice, and litigation related to any of the activities described herein. The contract term is two years from July 1, 2023 to June 30, 2025. The hourly rate is \$195 for attorneys and \$90 for paralegal services with a maximum amount payable of \$50,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of \$10,000,000 per claim and an annual aggregate of \$10,000,000. This request is pending approval by the Attorney General.

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

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

APPROVAL OF NON-EMPLOYEE IN-STATE LOBBYISTS

Board Policy 201.0506 Political Activity requires annual Board approval of the use of all outside lobbyists which will perform lobbying activities within the State of Mississippi on behalf of any of the institutions prior to an institution contracting therewith. In addition, Board Policy 201.0506 requires that the Board approve the actual contract with such a lobbyist. The request for approval must include disclosure of all other clients represented by the proposed lobbyist, as well as the specific source of funding to be used for payment of the lobbyist, including expenses. The request must indicate whether funding is to be derived from state general funds or self-generated funds. Further, the contractual agreement with such an outside lobbyist to conduct in-state lobbying must provide that the agreement is either terminable at will, or it must contain a provision that provides that such contract may be terminated by IHL or the client institution if IHL or the institution determines that a new client of the lobbyist creates a conflict. Lastly, Board policy requires that such lobbyists are required to apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution, and to coordinate those activities within system strategies and processes prescribed by the IHL Board. In response to the various requirements of Board Policy 201.0506 regarding the approval requirements in order to use an outside lobbyist for lobbying activities within the State of Mississippi, the institutions have submitted the following for the Board's consideration.

21. **JSU – APPROVAL OF WORTH THOMAS d/b/a W. T. CONSULTANTS, LLC AS IN-STATE LOBBYING CONSULTANT**

Jackson State University requests approval to enter into a consulting agreement with Worth Thomas d/b/a W.T. Consultants, LLC, to provide a full scope of legislative liaison services within the State of Mississippi. The term of the agreement is one year from July 1, 2023 through June 30, 2024. The contract amount is \$90,000 to be paid in quarterly installments of \$22,500 each. This fee will be paid with self-generated funds of the JSU Development Foundation allocated for JSU Program Support. The Attorney General's Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

Client List:

City of Columbus, MS
GovEase
Altria Client Services, LLC
AT&T Services Inc.
Baptist Memorial Health Care Corp.
Hinds County Board of Supervisors
Jackson Redevelopment Authority
Jackson State University Development Foundation
Mississippi Association of Educators

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

Mississippi Power Company
Oak View Group LLC
Rehabilitation Centers, LLC d/b/a Millcreek
The Piney Woods School
Vertex Pharmaceuticals

GOVERNMENT RELATION SERVICES AGREEMENT

This agreement (“Agreement”) entered into by and between Worth Thomas d/b/a W.T. Consultants, LLC (“WTC”), located at 188 East Capital Street, Suite 1360, Jackson, MS 39205 and Jackson State University, a Mississippi Institution of Higher Learning (“JSU”), and Jackson State University Development Foundation, Inc., located at 1400 J.R. Lynch Street, Jackson, MS 39217.

1. **SCOPE OF SERVICES.** WTC agrees to provide consulting services with respect to state agencies and officials within the State of Mississippi to include (without limitation) direct communication with legislators or other officials concerning relevant legislation, as part of JSU exploring the best possible avenues for implementation of its legislative and economic development agenda. Consultant will coordinate all services and activities with the President of Jackson State University, and/or any representative designated by the President. WTC agrees to comply with all laws, registration or any other requirements of any governing body overseeing such Services as performed in this Agreement, including but not limited to, the compliance requirements of the Lobbying Law Reform Act of 1994 as well as Mississippi Code § 37-10115(d), as well as any by-laws of the Mississippi Institutions of Higher Learning, Board of Trustees. WTC agrees to adhere to the requirements of the Mississippi State Institutions of Higher Learning bylaws, including IHL Board Policy 201.0506(3), as amended and as may be hereafter revised. Specifically, WTC agrees to apprise the IHL Board, through the Commissioner, of all new clients after engaging the client or clients. Under Policy 201.0506(3), WTC shall also apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution and shall coordinate those activities within system strategies and processes prescribed by the Board.
2. **REQUIRED FILINGS.** WTC shall register as a lobbyist, and file required periodic reports, for JSU with the Secretary of State of Mississippi relating to lobbying laws in Mississippi. WTC will also advise and assist JSU, at its request, in fulfilling all JSU-related reporting as required under State Lobbying laws.
3. **TERM OF AGREEMENT.** The Term of this Agreement shall commence on the date of execution of this Agreement and shall continue in full force to June 30, 2024, unless otherwise terminated as provided herein. This Agreement may be

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

renewed for an additional period(s) upon written mutual agreement of both parties.

4. **PAYMENT.** Compensation for Services performed under this agreement shall be \$90,000, payable in quarterly installments, as follows:

October 30, 2023	\$22,500.00
December 31, 2023	\$22,500.00
March 31, 2024	\$22,500.00
June 30, 2024	\$22,500.00

5. **EXPENSES.** WTC will be reimbursed for approved reasonable and necessary expenses incurred in performance of services under this Agreement up to a maximum of \$2,500.00 by the Jackson State University Development Foundation, Inc. ("JSUDF") via JSUDF's JSU Program Support funds. Invoices for expenses reimbursable hereunder shall be rendered monthly in arrears and shall be due within forty-five (45) days of receipt of invoice to JSUDF. WTC agrees to provide reasonable documentation in support of any reimbursement requests.
6. **ADDITIONAL TERMS AND CONDITIONS.** All terms and conditions that Jackson State University is required to follow by law, relevant Federal Management Circulars, the Code of Federal Regulations, JSU policy, and governing board bylaws must be adhered to by WTC.
7. **TERMINATION.** Any party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon termination, any payment earned and unpaid to WTC shall be paid in full within forty-five (45) days of JSUDF's receipt of such invoice. Services performed through a portion of a quarter shall be prorated in accordance with the date of termination.
8. **REPORTS.** Reports shall be submitted to JSU on a continuous basis, including a report at the end of each project period, and a Final Report to be submitted no later than ten (10) days after the initial term of this contract ends, and after any additional terms agreed to between the parties. Copies of all reports prepared pursuant to this Agreement shall be delivered to JSUDF at the same time they are delivered to JSU.
9. **CLIENT IDENTIFICATION.** WTC represents that it has disclosed a list of its clients as of the date that his Agreement is executed, and WTC agrees to disclose the identity of all new clients which are acquired by WTC during the term of this Agreement (and any extensions thereof) to IHL and JSU. If IHL or JSU determines that a conflict of interest exists in regard to clients of WTC, then JSU may elect to

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

terminate this Agreement by written notification.

10. **CONFIDENTIALITY:** WTC and University mutually agree that during the course of this Agreement the other party may be exposed to Confidential Information ("Confidential Information"). WTC and University will hold in trust and confidence all Confidential Information received from the other party, will use such Confidential Information only in connection with the performance of its obligations under this Agreement, will not use such Confidential Information for its own benefit or to the other's detriment, and will safeguard Confidential Information from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information, but in any event no less than a reasonable degree of care. The Parties further agree not to disclose any information obtained during the performance of this Agreement which release would be a violation of the Federal Family Educational Rights and Privacy Act. This provision shall survive termination or expiration of the Agreement for two (2) years.
11. **HOLD HARMLESS:** To the extent permitted by Mississippi law, WTC shall hold harmless, defend and indemnify the University and the Board of Trustees of IHL from any and all claims, actions, suits, charges and judgments whatsoever that arise out of WTC's performance or nonperformance of the services or subject matter called for in this Contract.
12. **PROFESSIONAL LIABILITY INSURANCE:** WTC shall provide proof of professional liability insurance, malpractice and/or errors and omissions insurance coverage during the term of this agreement and attach same as Exhibit " A" hereto.
13. **MISSISSIPPI AGENCY PROVISIONS.** The Parties recognize and agree that Jackson State University is a Mississippi Institution of Higher Learning and it is governed and controlled by the laws of the State of Mississippi, including Opinions of the Mississippi Attorney General.
 - a. **Mississippi Law.** This Agreement shall be governed and construed according to the laws of the State of Mississippi.
 - b. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, E-Verify, and nondiscrimination.
 - c. **Conflict of Interest.** This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating,

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

d. Records. The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by University or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of the records shall be provided at Jackson State University in Jackson, Mississippi, upon request.

e. E-Verify. WTC represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp. 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. WTC agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. WTC further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. WTC understands and agrees that any breach of these warranties may subject WTC to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to WTC by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, WTC would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

f. Failure of Legislature to appropriate. If University's performance under this agreement depends upon the appropriation of funds by the Mississippi Legislature, and if the Legislature fails to appropriate or reduces the funds necessary for performance, then the University may provide written notice of such non-appropriation or reduction and cancel this Agreement without further obligation of the University.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts (including by email or fax), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.
15. RELATIONSHIP. The parties understand that WTC is an independent contractor with respect to JSU and not an employee of JSU. This Agreement is neither intended to nor will it be construed as, creating any other relationship, including one of employment, joint venture, or agency.
16. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement of the parties with respect to the subject matter written.

In Witness whereof, the parties have executed this Government Relation Services Agreement with Worth Thomas dba W.T. Consultants in triplicate counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument.

WT CONSULTANTS
188 East Capital Street, Suite 1630
P.O. Box 774
Jackson, MS 39205-0774

JACKSON STATE UNIVERSITY
Office of the President
1400 J.R. Lynch Street
Jackson, MS 39217

Worth Thomas, Consultant
Tax I.D. Number: 16-1655028

Dr. Elayne Hayes-Anthony, President

Date: _____

Date: _____

JSUDF hereby acknowledges the value and benefit of the services hereunder to JSU and JSUDF. In support of JSU, JSUDF agrees that Consultant Worth Thomas d/b/a W.T. Consultants' contract payments and reimbursement expenses shall be paid from JSUDF's JSU Program Support funds.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

22. **MSU – APPROVAL OF CORNERSTONE GOVERNMENT AFFAIRS, LLC AS IN-STATE LOBBYING CONSULTANT**

Mississippi State University requests approval of an agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university's pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. The term of the agreement is one year from July 1, 2023, through June 30, 2024. 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.

Client List:

ACT, Inc.
Amtrak
Brookhaven, MS (City of)
Canopy Children's Solutions
Cleveland Bolivar County Economic Development Foundation
Community Mental Health Centers
Covington County Hospital
CSpire
Endeavors
Looking for Wine?
Magee General Hospital
Management & Training Corp
March of Dimes, Inc. – MS
Mississippi Association of Health Plans
Mississippi Board of Nursing
Mississippi Economic Council
Mississippi Farm Bureau Federation
Mississippi Power Company
Mississippi State Board of Medical Licensure
Mississippi State University
Nissan North America
NORESCO
PENN Entertainment
Relativity Space
Ridgeland, MS (City of)
Save the Children
Simpson General Hospital
The Bean Path (Jackson Tech District)
Voyce Global

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Diversity, Equity and Inclusion Clients:

American Farm Bureau Federation
Canopy Children's Solutions
Childrens Advocacy Centers of Mississippi
Columbus Light & Water
Mississippi Board of Nursing
Southern Farm Bureau Casualty Insurance

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated July 1, 2023 (hereinafter "***Agreement***") is entered into by and between Cornerstone Government Affairs, Inc. (hereinafter "***Cornerstone***"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024, and Mississippi State University (hereinafter "***MSU***"), with its principal place of business at P.O. Box 6018, Mississippi State, MS 39762 (hereinafter referred to collectively as the "***Parties***" or individually as "***Party***").

WHEREAS, Cornerstone is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter "***GR Services***"); and

WHEREAS, MSU and Cornerstone desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which Cornerstone will provide GR Services to MSU:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on July 1, 2023 and continue through June 30, 2024 (hereinafter referred to as the "***Term***"). The Parties may mutually agree in writing to extend the Term.

2. Termination. This Agreement may be terminated by either party with or without cause at any time during the Term after thirty (30) days written notice to the other party. MSU shall pay Cornerstone all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid.

3. Services by Cornerstone. During the term, Cornerstone shall provide GR Services to MSU in the state of Mississippi. The precise scope and extent of the GR

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Services may be amended by mutual agreement of the Parties but generally focus on:

- Monitoring and lobbying of legislation of interest to MSU during the Regular Session of the Mississippi Legislature; and
- Providing political counsel and public affairs assistance.

In performing the GR Services, Cornerstone will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Mississippi Executive Branch, the Mississippi Legislative Branch, independent agencies, and third parties regarding the relevant issues. Cornerstone will also provide other general informational bulletins or updates that MSU reasonably requests.

Cornerstone will apprise the Commissioner of IHL regarding lobbying activities related to IHL and/or MSU and will coordinate those activities within system strategies and processes prescribed by the IHL Board or the Commissioner.

4. Relationship of the Parties. The Parties acknowledge and agree that each is an independent business entity and, as such, neither party may represent itself as an employee, agent, or representative of the other. Neither party may incur any obligations on behalf of the other party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the Parties.

5. Non-Solicitation. During the Term of this Agreement and for one (1) year thereafter, MSU shall not directly or indirectly with or through any individual or entity: (i) employ, engage or solicit for employment any individual who is, or was at any time during the Term of this Agreement, an employee of Cornerstone, or otherwise seek to adversely influence or alter such individual's relationship with Cornerstone; or (ii) solicit or encourage any individual that is, or was during the Term for any reason, a customer or vendor of Cornerstone to terminate or otherwise alter his, her or its relationship with Cornerstone.

6. Fee. Payment for the GR Services shall be made electronically via ACH by MSU to Cornerstone in four (4) advance quarterly payments of twelve thousand five hundred dollars (\$12,500.00), totaling fifty thousand dollars (\$50,000.00), plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by MSU (the "**Fee**"). MSU will make the first payment of the Fee within forty-five (45) business days of the date this Agreement is executed by both MSU and Cornerstone. The Parties agree to discuss in good faith any adjustment in the Fee that either Party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

7. Confidentiality. Cornerstone agrees with respect to any written information marked “confidential” or “proprietary” by MSU or information disclosed orally and identified orally as “confidential” or “proprietary” by MSU at the time of disclosure whether or not reduced to writing (hereinafter "***Confidential Information***"), that Cornerstone will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of MSU. Provided, however, that Confidential Information may be provided by Cornerstone to those of its employees who need such information to enable Cornerstone to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by Cornerstone from a third party under no obligation of confidentiality to MSU; or (iii) is disclosed by MSU to a public third party without restriction.

In the event that such disclosure is required by applicable law, regulation or court order, Cornerstone agrees, if reasonably practicable, to refrain from such disclosure until such time as MSU has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and MSU has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

8. Conflicts with Cornerstone Clients in Other Business Units and Offices. Cornerstone has multiple business units (federal government relations, state government relations, public affairs and advisory services) with offices throughout the United States. During the engagement between Cornerstone and MSU, Cornerstone may concurrently represent clients in the other business units and offices, even if MSU’s interests may compete with those clients, provided the representation does not represent a conflict with the identified, existing scope of work. This Agreement confirms that MSU acknowledges such competitive realities and/or perceived conflicts of interest, and consents to Cornerstone’s representation of clients by other business units or offices. Cornerstone seeks this consent to allow all Cornerstone business units to meet the needs of existing clients and to remain available to future business opportunities.

9. No Verification by Cornerstone. It is understood that Cornerstone cannot undertake to verify all facts supplied to it by MSU or related entities or all factual matters included in materials prepared or used by Cornerstone and approved by MSU or related entities. Notwithstanding the foregoing, Cornerstone will advise MSU of any inaccuracies in material presented to it by MSU.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

10. Indemnity. Cornerstone agrees to indemnify and hold harmless MSU and the IHL Board of Trustees from and against any and all losses, claims, damages, legal fees, expenses or liabilities that MSU and/or the IHL Board of Trustees may incur based upon information, representations, reports, data or releases made by Cornerstone or its authorized agent or representative MSU did not expressly approve, or that Cornerstone materially changed or altered after MSU's approval; or that Cornerstone used in a negligent or reckless manner. This paragraph shall survive the termination of this agreement and shall continue to bind both Parties.

11. Compliance with Law. Cornerstone shall be responsible, at its own expense, for complying with any state law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted. Cornerstone shall promptly notify MSU of any notification it receives from any governing authority alleging a potential violation of such laws or regulations including but not limited to any investigation, suspension or notice of termination of any license or registration.

12. No Assignment. Neither Party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party.

13. Governing Law. This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving consideration to its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

14. Availability of Funds. It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditioned upon the availability and receipt of funds by MSU to specifically perform the obligations set forth for MSU under this agreement.

15. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the Parties.

16. Amendment. This Agreement may be changed only by written agreement signed by each Party.

17. Employment. Cornerstone represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp. 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Cornerstone agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Cornerstone further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Cornerstone understands and agrees that any breach of these warranties may subject Cornerstone to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/ termination being made public, or (b) the loss of any license, permit, certification or other document granted to Cornerstone by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Cornerstone would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

18. Compliance with IHL Policy 201.0506. During the term of this contract, Cornerstone will appraise the IHL Board, through the Commissioner, of all new clients after engaging the client.

19. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

Cornerstone Government Affairs
800 Maine Avenue, SW, 7th Floor
Washington, D.C. 20024

Mississippi State University
P.O. Box 6018
Mississippi State, MS 39762

With a copy to:
Mississippi State University
General Counsel
P.O. Box 8171
Mississippi State, MS 39762

The Parties hereto may change their address as set forth in this section by providing the other Party with written notice thereof.

20. Indemnification. Cornerstone shall indemnify, defend, and hold harmless the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, MSU, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including,

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

without limitation, court costs, investigative fees and expenses, attorneys' fees, arising out of or caused by Cornerstone's or its' partners, principals, officers, agents, employees or representatives actions or inactions. In MSU's sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc., but in such an event, Cornerstone shall use legal counsel acceptable to MSU. Cornerstone shall be solely responsible for all costs and/or expenses associated with such defense and MSU shall be entitled to participate in said defense. Cornerstone shall not settle any claim, suits, etc., without MSU's written concurrence, which concurrence MSU shall not unreasonably withhold.

21. Insurance. Throughout the term of this Agreement, Cornerstone will maintain professional liability insurance coverage and will provide proof of same to MSU upon request.

IN WITNESS WHEREOF, the authorized representatives of MSU and Cornerstone do hereby execute this Agreement as of the date first above written.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

23. **UMMC – APPROVAL OF BUTLER SNOW, LLP AS IN-STATE LOBBYING CONSULTANT**

The University of Mississippi Medical Center requests approval of an agreement between UMMC and Butler Snow, LLP, to provide in-state lobbying and government relations consulting services. The term of the contract is one year from July 1, 2023 through June 30, 2024. The contract amount is \$65,000 payable in monthly installments of \$5,416.66 each, 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.

Client List:

Apple, Inc.
Atmos Energy
Australis
AVIA
Chevron
City of Picayune
Clark Beverage Group
Cognia
Comcast
Continental
Denbury
Downtown Jackson Partners
Elevance Health

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Excellence in Education
Fresenius
Glimpse K12
Hattiesburg Clinic
Helena Agri-Enterprises
Imagine Learning
Lightsource bp
Magnolia Speech School
MasteryPrep
MIPPA
Mississippi Tourism Association
National Board for Professional Teaching Standards (NBPTS)
Private Landowners Association
Renaissance Learning
Reynolds American, Inc.
Secure Elections Project
University of Mississippi Foundation
University of Mississippi Medical Center

LouAnn Woodward, M.D.
Vice Chancellor for Health Affairs and
Dean of the School of Medicine
The University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216

RE: Government Relations Advisory Services

Dear Dr. Woodward

This letter will confirm that Butler Snow LLP (“Firm”) agrees to represent The University of Mississippi Medical Center (“UMMC”) in connection with certain government relations and public policy matters in the State of Mississippi. The terms of this agreement are as follows:

1. **TERM** – This agreement will be in effect for the period July 1, 2023 through and including June 30, 2024. The parties may renew this agreement and extend this term by mutual written consent.
2. **SERVICES** – During the term of this Agreement, Firm will provide services with respect to certain government relations of interest pertaining to UMMC in the State of Mississippi as requested and directed by a designee of UMMC and agreed by Firm. These services will consist of: (a) advice to UMMC; (b) representation of UMMC before appropriate legislative and executive bodies and

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

(c) related government relations services and assistance necessary and appropriate to perform effectively the foregoing services.

3. **ADDITIONAL SERVICES** – UMMC and Firm acknowledge that the services described in Paragraph 2 to be provided to UMMC by Firm are services which may be performed by non-lawyers and that, as appropriate, Firm will provide such services through non-lawyers such as Sidney P. Allen, Jr., Caroline W. Sims and Kathryn B. Stewart or through attorneys who also are a part of Firm's Government Relations Team. UMMC and Firm further acknowledge that, from time to time, and either in relation to the Services described in Paragraph 2 or on unrelated, independent matters, UMMC may have the need for legal services which can be performed only by attorneys and legal staff. Such legal services are not contemplated by or covered under this agreement. Rather, UMMC may choose to have Firm provide such legal services or may choose to retain other attorneys for that purpose pursuant to IHL policies applicable to the retention of outside counsel. UMMC agrees that any such services it chooses to ask Firm to provide will be covered under a separate engagement agreement between UMMC and Firm and that any responsibilities of either UMMC or Firm, including compensation to Firm for such services, will be governed by any such agreement.

4. **COMPENSATION** – Unless other terms of payment are agreed upon in writing for specific projects, as compensation for Services rendered by Firm during the term of this Agreement, UMMC will pay Firm a consulting fee of \$65,000.00 (payable \$5,416.66 per month). This fee will be paid by non-appropriated funds. Such payment will be paid monthly and due upon invoice. The monthly consulting fee is a general retainer for Firm's availability to UMMC for the Services described in Paragraph 2, and UMMC acknowledges that this monthly consulting fee is not refundable. In the event of termination of this agreement pursuant to Paragraph 18, UMMC will be responsible for paying to Firm on a pro rata basis the monthly consultation fee due for the month during which the effective date of termination falls.

5. **EXPENSES** - Firm will be reimbursed for all necessary and reasonable expenses incurred in providing the Services described in Paragraph 2 of this Agreement and any travel outside the state of Mississippi. Prior approval by a designee of UMMC will be required for any single expense in excess of Five Hundred Dollars (\$500). Reimbursement will be made upon receipt of a statement of expenses and associated receipts that identify all expenses in detail. Firm is not authorized to make donations or contributions on behalf of UMMC without prior written authorization from a designee of UMMC. In the event of termination of this agreement pursuant to Paragraph 18, UMMC will reimburse Firm for all necessary and reasonable expenses incurred through and including the effective date of termination.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

6. **COORDINATION** - Firm will apprise the Commissioner of IHL regarding lobbying activities related to UMMC and will coordinate those activities within system strategies and processes prescribed by the IHL Board.

7. **COMPLIANCE WITH IHL POLICY 201.0506** – During the term of this contract, Firm will apprise the IHL Board, through the Commissioner, of all new clients after engaging the client. Written notice of all new clients is required to be given to UMMC no less than ten (10) days prior to the effective date of adding the client.

8. **EMPLOYMENT** - Firm represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq.

9. **AVAILABILITY OF FUNDS** – It is expressly understood and agreed that the obligation of UMMC to proceed under this agreement is conditioned upon the availability and receipt of funds by UMMC to specifically perform the obligations set forth for UMMC under this agreement.

10. **CONTROLLING LAW** – This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving consideration to its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

11. **CONFIDENTIALITY** – Firm agrees to maintain in strictest confidence all information disclosed to it regarding matters described in Paragraph 2 or otherwise concerning UMMC, its customers, strategies, products or business. Such confidential and proprietary information will be used by Firm solely in connection with the performance of services for UMMC under this Agreement.

12. **INDEPENDENT CONTRACTOR** – UMMC and Firm acknowledge and agree that this Agreement does not create an employment relationship between them and that the Firm is and shall remain an independent contractor.

13. **COMPLIANCE** – In connection with the performance of services under this agreement, Firm will comply with all applicable federal, state and local laws and regulations including those laws applicable to lobbying.

14. **INSURANCE** - Firm shall maintain professional liability insurance and workers' compensation insurance to the extent required by applicable law. The professional liability insurance shall be for an amount not less than \$1,000,000 per occurrence. Certificates of insurance shall be provided to UMMC upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Higher Learning, 3825 Ridgewood Road, Suite 427, Jackson, MS 39211. No material change in coverages may occur for UMMC or IHL without 60 days advanced notice. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater.

15. **INDEMNIFICATION** – To the extent covered by Firm’s professional liability insurance or any other insurance maintained by Firm, Firm shall indemnify and hold harmless UMMC, the Board of Trustees of the Mississippi Institutions of Higher Learning, and their employees, agents, officers and directors with respect to any and all claims, demands, suits, actions, proceedings, loss, cost, and damage of every kind and description, including reasonable attorneys’ fees and reasonable litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Firm, its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this Agreement.

16. **DATA SECURITY** – Firm shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by UMMC to Firm or data otherwise obtained by Firm from or about UMMC (“UMMC Data”), (ii) protect against any anticipated threats or hazards to the security or integrity of UMMC Data, and (iii) protect against unauthorized access to or use of UMMC Data that could result in substantial harm or inconvenience to UMMC or any of its stakeholders. Firm shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of UMMC Data while such information is in Firm’s possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. Firm will maintain sufficient procedures to detect and respond to security breaches involving UMMC Data and will inform UMMC immediately when it suspects or learns of malicious activity involving UMMC Data, including an estimate of the activity’s effect on UMMC and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

At a minimum, Firm’s safeguards for the protection of UMMC Data shall include: (i) limiting access to UMMC Data to authorized personnel of Firm and utilizing policies that promote the least internal access; (ii) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii)

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (vi) encrypting (with AES-256 bit or better encryption) UMMC data stored on any mobile media; (vii) encrypting UMMC Data transmitted over public or wireless networks; (viii) strictly segregating UMMC Data from information of Firm or its other UMMCs so that UMMC Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Firm's employees.

Firm must obtain the written approval of UMMC before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Firm's security obligations, including all data security requirements.

17. **SEVERABILITY** – If any term, provision, covenant or condition of this Agreement, or any application thereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable by any rules of law or public policy, or otherwise, all provisions, covenants and conditions of this Agreement not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

18. **TERMINATION** – Either party may terminate this agreement at any time for any reason subject to those obligations set forth herein which arise upon termination (see Paragraphs 4 and 5) and those which continue beyond termination (see Paragraph 11); and no portion of the compensation paid to Firm by UMMC shall be refundable.

19. **ENTIRE AGREEMENT** – This Agreement constitutes the entire agreement between the parties hereto and it may not be modified and no provision may be waived except by a subsequent written agreement between the parties hereto.

If the Agreement set forth above meets with your approval please sign and return the original of this letter to the Firm.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

24. **USM – APPROVAL OF CAPITOL RESOURCES, LLC AS IN-STATE LOBBYING CONSULTANT**

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

The University of Southern Mississippi requests approval to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide in-state lobbying and government relations and consulting services in Mississippi from July 1, 2023 through June 30, 2024. 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.

Client List:

American Congress of Obstetricians & Gynecologists, MS Section
Amplify Education, Inc.
Association of Equipment Manufacturers
AUVSI
BankPlus
MGM/Beau Rivage Resorts
Cambria Solutions (Ernst & Young LLP)
CDW LLC
Centene Corporation d/b/a The Magnolia Health Plan
CF Industries
Comcast Cable
Community Health Center Association of Mississippi
Compasio Healthcare LLC
Diamondhead Water and Sewer District
Drax Biomass Inc.
Equifax, Inc.
Ergon, Inc.
Extra Table
Fortinet, Inc.
Plus Communications/FP1 Strategies, LLC
Gainwell Technologies
Gulf States Toyota
HORNE
IGT Global Solutions Corporation
Ingalls Shipbuilding
Intervest Corporation
Kansas City Southern
Kohler Co.
Learning.com
Louisiana Mid-Continent Oil & Gas Association d/b/a MS Petroleum Council
McLane Company, Inc.
MedeAnalytics
Medical Transportation Management Inc.
MedStat EMS

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Milliman
Mississippi Chapter – American College of Emergency Physicians
Mockingbird Holdings LLC
MS Academy of Pediatric Dentistry
MS Alliance for Boys and Girls Clubs, Inc.
MS Charter School Authorizer Board
MS Consumer Finance Association
MS Counselors Association
MS Economic Council
MS Economic Development Council
MS Optometric Association
MS Orthopedic Society
MS Physician Care Network
MS Public Broadcasting Foundation
MS State Board of Medical Licensure
MS State Medical Association
NextEra Energy Resources, LLC
Ochsner Health System
Organon LLC
RAI Services Company
Regional One Health
Schneider Electric
SD USA
Share Our Strength
Southern Beverage Company, Inc.
Southern Renewable Energy Association
Spire Services, Inc.
Study Edge
Tennessee Book Company
Toyota Motor – North America, Inc.
TrustCare Health
Turo
Uber Technologies, Inc.
UHS of Delaware, Inc. – Parkwood
Unite Us
United States Chamber of Commerce – ILR
University of Southern Mississippi
Upstream USA, Inc.
Waggoner Engineering, Inc.
Wonderschool
Workday, Inc.
Youth Villages

Dr. Joseph S. Paul

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

University of Southern Mississippi
118 College Drive #5001
Hattiesburg, MS 39406-0001

**Re: University of Southern Mississippi - Governmental Relations -
Mississippi July 1, 2023 – June 30, 2024**

Dear Dr. Paul,

On behalf of Capitol Resources, LLC, thank you very much for giving us the opportunity to continue to assist you in representing the state-related political interests of the University of Southern Mississippi (USM). Our Capitol Resources' team looks forward to working with you and assisting you in achieving USM's legislative objectives in Mississippi.

Please make sure that the following reflects your understanding of our objectives and efforts on behalf of the University of Southern Mississippi (USM). Through your direction, we will provide comprehensive lobbying and government relations efforts in Mississippi, focusing on but not limited to the following objectives:

- Policy advocacy in the Mississippi Legislature, particularly on committees and issues dealing with funding, capital projects, IHL, K-12 education, technology development, hurricane recovery, and marine resources
- Policy advocacy and monitoring of relevant issues within the Executive Branch
- Partnership and strategic alliance development, both within various agencies and departments of state government, as well as within the private sector focusing on:
 - USM in relation to broader education policy, i.e. teacher training, K-12, college preparation, etc.
 - USM research application and support within the private sector, particularly in South Mississippi
 - USM in relation to workforce development
- Timely reports to USM leadership in the form of
 - Bill-status e-mail reports
 - Telephone and e-mail reports as required by the posture of legislation
 - Post-session reports and other reports as requested and required
- Exhaustive monitoring of legislation, relevant committee hearings and floor debates
- Identifying and securing potential legislative sponsors for USM-supported legislation and assistance with bill drafting

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

- Defensive monitoring within a broad spectrum of government agencies
- Assistance to USM administration, alumni and supporters in communication with key legislators at appropriate times
- Compliance with all registration and reporting laws
- Off-session strategy planning and legislative contacts, attendance at appropriate USM events
- Communications and messaging as appropriate
- USM may, when the interests of USM so require, terminate this agreement in whole or in part if Capitol Resources, LLC, takes on a client that is in conflict with USM. Written notice of all new clients is required to be given to USM no less than ten (10) days notice prior to the effective date of adding the client. Capitol Resources, LLC, shall further disclose all new clients to the IHL Board, through the Commissioner, as required by IHL Board Policy 201.0506 (3). In addition, Capitol Resources, LLC, shall apprise the Commissioner regarding lobbying activities related to USM and to coordinate those activities within system strategies and processes prescribed by the IHL Board.
- USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten (10) days notice prior to the effective date of termination.
- USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.
- It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM under this agreement.
- Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

- This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against USM, the Contractor agrees that the individual signing this agreement on behalf of USM is not personally responsible or liable for any of the obligations and duties contained herein.
- Capitol Resources agrees to maintain professional liability insurance during the term of this agreement. Proof of such professional liability coverage shall be provided to USM upon request.

Capitol Resources will provide state government relations and consulting services in Mississippi to the University of Southern Mississippi for a consulting retainer fee of Forty-Eight Thousand Dollars (\$48,000.00) a year, accruing and payable in monthly installments of Four Thousand Dollars (\$4,000.00) for each month of fiscal year 2024 (July 1, 2023 through June 30, 2024). In the event of termination prior to the end of the term, the fee shall be pro-rated, and fees shall only be due for that portion of the term prior to termination. If the agreement is approved after July the monthly retainer will be adjusted to equal \$48,000.00 for the fiscal year. This payment schedule allows us to provide USM our comprehensive state government relations services. Our total fee includes all of the consulting and lobbying services routinely provided by Capitol Resources, LLC, to manage and implement your objectives. It is our understanding that the fee does not include any extraordinary expenses such as travel, and that we will seek your approval prior to

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

incurring any of these types of expenses.

If this engagement letter meets with your approval, please indicate your acceptance by signing the enclosed letters and returning one copy for our files. If you should have any questions, please do not hesitate to call me at (601) 948-6020 or (601) 497-4646.

We sincerely appreciate the opportunity to continue our association with you on behalf of the University of Southern Mississippi and achieving your legislative objectives.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

APPROVAL OF NON-EMPLOYEE OUT-OF-STATE LOBBYISTS

Board Policy 201.0506 Political Activities requires IHL Board approval annually of all outside lobbyists which are to perform lobbying activities outside the State of Mississippi on behalf of any of our institutions prior to an institution contracting therewith. Therefore, the following requests for approval to use various federal lobbyists are submitted for your consideration:

25. **JSU – APPROVAL OF TAFT ADVISORS, LLC AS FEDERAL LOBBYING CONSULTANT**

Jackson State University requests approval for Taft Advisors, LLC to lobby on behalf of the university outside the State of Mississippi.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

26. **MSU – APPROVAL OF FEDERAL SOLUTIONS, LLC AS FEDERAL LOBBYING CONSULTANT**

Mississippi State University requests approval for Federal Solutions, LLC, to continue to lobby on behalf of the university outside the State of Mississippi.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

27. **UM – APPROVAL OF BGR GOVERNMENTAL AFFAIRS AS FEDERAL LOBBYING CONSULTANT**

The University of Mississippi seeks approval for BGR Governmental Affairs, LLC, a Washington, D.C. based firm, to continue to assist in managing its federal governmental affairs and to represent its interests before federal executive branch agencies and congressional offices and committees.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

STAFF RECOMMENDATION: Board staff recommends approval of this item.

28. **USM – APPROVAL OF CASSIDY & ASSOCIATES, INC. AS FEDERAL LOBBYING CONSULTANT**

The University of Southern Mississippi requests approval to continue the agreement with Cassidy & Associates, Inc., in Washington, DC, to provide federal relations services to obtain federal funding to support our infrastructure and research programs and to provide consultation, advice and assistance regarding our annual federal appropriations requests.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

APPROVAL OF LEGISLATIVE LIAISONS

The following requests for Board approval of various university/system employees as legislative liaisons are made in order to comply with Board Policy 201.0506 Political Activity:

29. **DSU – APPROVAL OF DR. RICK MUNROE AS LEGISLATIVE LIAISON**

Delta State University requests approval of Dr. Rick Munroe as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

30. **MSU – APPROVAL OF LEE WEISKOPF AS LEGISLATIVE LIAISON**

Mississippi State University requests approval of Lee Weiskopf as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

31. **MUW – APPROVAL OF KAREN CLAY AS LEGISLATIVE LIAISON**

Mississippi University for Women requests approval of Karen Clay as a legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

32. **MVSU – APPROVAL OF DAMEON SHAW AS LEGISLATIVE LIAISON**

Mississippi Valley State University requests approval of Dameon Shaw as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

33. **UM – APPROVAL OF PERRY SANSING AS LEGISLATIVE LIAISON**

The University of Mississippi seeks approval of Mr. Perry Sansing as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

34. **UMMC - APPROVAL OF KRISTY SIMMS AS LEGISLATIVE LIAISON**

The University of Mississippi Medical Center requests approval of Kristy Simms as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

35. **UMMC - APPROVAL OF ANNA MOAK SPARKS AS LEGISLATIVE LIAISON**

The University of Mississippi Medical Center requests approval of Anna Moak Sparks as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

36. **USM – APPROVAL OF CHAD DRISKELL AS LEGISLATIVE LIAISON**

The University of Southern Mississippi requests approval of Chad Driskell as its legislative liaison.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

37. **SYSTEM – APPROVAL OF KIM GALLASPY AS LEGISLATIVE LIAISON**

The IHL Executive Office requests approval of Kim Gallaspy as one of its legislative liaisons.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

38. **UMMC - APPROVAL OF THE DESIGNATION OF ROBERT McELHANEY AS UMMC'S "APPLICANT'S AGENT" FOR THE FEDERAL DISASTER DECLARATION FOR THE PURPOSE OF OBTAINING FEDERAL REIMBURSEMENT OF COSTS ASSOCIATED WITH EMERGENCY RESPONSE ACTIVITIES**

On March 26, 2023, the President of the United States of America issued an emergency declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023

Assistance Act, 42 U.S.C. 5121-5207 (the Stafford Act) related to the Rolling Fork (Sharkey County) Mississippi Tornadoes. Beginning March 24, 2023 and ongoing, the University of Mississippi Medical Center (UMMC) has and continues to respond to the threat posed by this federally declared disaster by providing the following all-hazards triage and treatment solution(s):

- 1) Forward Assessment and Scene Triage (FAST) team(s);
- 2) Advanced healthcare (Nursing and Paramedic) practitioners to provide requested service(s) to include; acute medical care, assistance with a mass casualty event, medical transportation coordination with Mississippi MedCom, provide incident management onsite;
- 3) Mobile command trailer to set-up a forward command station with network capabilities (MSWin VHF radio service, UMMC, Motorola, and AT&T service connectivity, for telehealth capabilities as well as provide interface and support for search and rescue operations providing both patient and team member patient-care as appropriate;
- 4) Mobile first aid unit with capabilities including the provision of advanced care nurse practitioners with audio-visual and audio-only telemedicine consults and the ability to perform acute patient triage and screening via a HIPAA-compliant healthcare app as needed;
- 5) Treatment screening and referral for patients who present with acute or chronic medical needs;
- 6) Coordinating daily schedule, patient care lists, and coordination/collaboration with FAST teams, medical strike team(s), incident management teams or emergency operations leadership; and,
- 7) Assist with completion of Mississippi Department of Health rapid needs assessments.

Accordingly, UMMC is seeking federal reimbursement through the Federal Emergency Management Agency (FEMA) of costs associated with emergency response activities in connection with the Rolling Fork (Sharkey County) Mississippi Tornadoes (4697-DR-MS). UMMC seeks approval from the Board of the designation of Robert McElhaney, Associate Comptroller of Developmental Accounting at the University of Mississippi Medical Center, as the certifying official and applicant agent for the Federal Disaster Declaration.

The Attorney General's Office reviewed the request for compliance with applicable law and found same to be acceptable.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

Below is the Designation for the Board's consideration.

**DESIGNATION OF UMMC AGENT FOR THE
FEDERAL DISASTER DECLARATION**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

On the 15th day of June 2023, at a meeting of the Board of Trustees of State Institutions of Higher Learning, held in Jackson, Mississippi, in Hinds County, with a quorum of members present, the Board hereby designates Robert McElhaney, Associate Comptroller of Developmental Accounting at the University of Mississippi Medical Center as the certifying official and applicant agent for the Federal Disaster Declaration for the purpose of obtaining federal reimbursement of costs associated with emergency response activities for the University of Mississippi Medical Center in connection with the Rolling Fork (Sharkey County) Mississippi Tornadoes (4697-DR-MS)

The above designation was passed by a majority of those members present and voting in accordance with applicable laws, bylaws, policies, and procedures of this governing body.

This, the 15th day of June, 2023.

DR. ALFRED E. McNAIR, JR.
PRESIDENT

ACKNOWLEDGMENT

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

Personally, appeared before me, the undersigned authority in and for the said county and state, on this 15th day of June, 2023, within my jurisdiction, the within named Dr. Alfred E. McNair, Jr. who acknowledged that he executed the above and foregoing instrument.

Notary Public

SEAL

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 15, 2023**

My Commission Expires: _____

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
June 15, 2023

APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

Alcorn State University

- Antwon Woods; *hired with tenure*; Dean of Business; Department of Business Administration; salary \$153,750 per annum, pro rata; E&G funds; 12-month contract; effective May 15, 2023

Delta State University

- Elizabeth Belenchia; *rehired retiree*; Part-time Instructor in Teacher Education, Leadership, and Research; salary \$40,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2023
- 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, 2023
- Beverly Johnston; *rehired retiree*; Adjunct Instructor in Teacher Education, Leadership, and Research; salary \$65,000 per annum, pro rata; Fund 10 and grant funds; 12-month contract; effective July 1, 2023
- 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, 2023
- 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, 2023
- Regina Pitts; *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, 2023
- Dianne Thomas; *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, 2023
- Kent Wyatt; *rehired retiree*; President Emeritus; salary \$59,000 per annum; Fund 10 funds; 12-month contract; effective July 1, 2023

Mississippi State University

- Scott J. Grawe; Dean and Professor of Business; salary \$420,000.00 per annum, pro rata; E & G and Designated Funds; 12-month contract; effective July 1, 2023
- Mary Stewart; Dean and Professor of Nursing Meridian Campus; salary \$300,000.00 per annum, pro rata; Restricted Funds; 12-month contract; effective July 1, 2023

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
June 15, 2023

University of Southern Mississippi

- Kristi Motter; Vice President for Student Affairs and Enrollment Management; salary \$235,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2023

2. **Change of Status**

Alcorn State University

- Joyce Buckner-Brown; *from* Associate Provost for Undergraduate Education and Student Success; salary \$135,000 per annum, pro rata; E&G Funds, 12-month contract; *to* Interim Provost and Senior Vice President for Academic Affairs; salary \$180,000 per annum, pro rata; E&G Funds; 12-month contract; effective May 1, 2023
- George Babu; *from* Interim Dean, School of Business; salary \$149,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Department Chair, Business Administration; salary \$120,000 per annum, pro rata; E&G Funds; 12-month contract; effective June 1, 2023

Mississippi State University

- Susan D. Seal; *from* Executive Director, Center for Distance Education; salary \$131,787.00 per annum, pro rata; E & G Funds; 12-month contract; *to* Dean, College of Professional and Continuing Studies; salary \$190,000.00 per annum, pro rata; E & G Funds; 12-month contract; effective May 1, 2023

Mississippi University for Women

- Mark Ellard; *from* Vice President for Administration and Chief Financial Officer; salary \$167,364.10 per annum, pro rata; E&G Funds; 12-month contract; termination effective June 30, 2023
- Carla Lowery; *from* Chief Information Officer; salary \$129,109 per annum, pro rata; E&G Funds; 12-month contract; *to* Interim Vice President for Operations and Chief Financial Officer; salary \$165,000 per annum, pro rata; E&G Funds; 12-month contract; effective May 1, 2023

University of Southern Mississippi

- Joyce Inman; *from* Interim Associate Dean, Honors College; salary \$86,559 per annum, pro rata; E&G Funds; 12-month contract; *to* Interim Dean, Honors College; salary \$124,960 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2023

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
JUNE 15, 2023

1. **MSU – REQUEST TO ADD A NEW INSTITUTE**

In accordance with Board policy 502 and the approved Academic Guidelines for establishing and modifying institutes and centers, Mississippi State University requests approval for the creation of a new institute.

A. *Institute title:* **Agricultural Autonomy Institute**

Institute location: The director will report to the VP of Research and Economic Development and the VP of Agriculture, Forestry, and Veterinary Medicine.

Scope: Extensive Scope and Outreach

Type: Type 1 (Academic, Teaching, or Research)

Effective date: July 2023

Total number of current faculty/ Total number of new faculty: 3/2

Total number of current staff/ Total number of new staff: 1/1

Five-year cost of implementation: \$4,565,813 (MSU component)

Funding source: Funding from the Hearin Foundation to hire a director and program coordinator in years 1 through 3; the Institute will involve investors and will seek additional funding opportunities.

Purpose: Available farm labor is in decline as the global population and food demand rise. Agriculture's future thus depends on the development and use of autonomous systems including sensors and artificial intelligence to minimize labor while increasing the food supply. The short-term goals of the Institute aim to minimize the impacts of farm labor shortages while maximizing on-farm precision and efficiency to enhance profitability. Long-term goals include developing sensing and analytical capabilities of autonomous machines to make input decisions in the field at the level of a square meter.

According to the Agricultural Robotics Market Report (2021), the global agricultural autonomy market is expected to grow from \$5 billion to \$12 billion by 2026. This will be the first institute in the nation focused on autonomous systems for agriculture. The Institute will work to (a) attract manufacturers in the agricultural autonomy industry in Mississippi, (b) advance opportunities for agricultural autonomy research and startups in Mississippi, and (c) develop and train an agricultural autonomy workforce in Mississippi.

The Institute will work with MSU Extension Service and community colleges to develop training programs in robotics, electronics, and computer programming in agricultural autonomy. Utilizing faculty in departments such as the Center for Advanced Vehicular Systems, Geosystems Research Institute, and Raspet Flight Research Laboratory, the Institute is intended to operate as a lean institute, facilitating broad faculty efforts and providing space for synergistic activities, research, and development.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023**

1. SYSTEM -REQUEST FOR APPROVAL OF FISCAL YEAR 2024 OPERATING BUDGETS

Approval is requested for the fiscal year ending 2024 Operating Budgets for the system. These proposed budgets will be provided to the Board under separate cover. Included as supplemental information as required by the Ayers Settlement Agreement, Board Policy 704.02, and Board Policy 703.04 E. are the following:

- Fiscal Year 2023 – 2024 Ayers Budgets,
- Fiscal Year 2023 – 2024 Athletic Budgets, and
- Fiscal Year 2023 – 2024 E&G Scholarships, Fellowships & Tuition Waivers.

STAFF RECOMMENDATION: Based on Board Policy 701.05 – Budgets, 703.04 E. Policy Guidelines, and 704.02 – Athletic Budget Approval and Reporting, the Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit for approval by the Board annual budgets for the several institutions and separately budgeted units. Board staff recommends approval of these items.

2. SYSTEM– REQUEST FOR APPROVAL OF FISCAL YEAR 2025 PROPOSED FUNDING PRIORITIES

Proposed funding priorities are required for the 2025 Legislative Budget Request (LBR). The proposed funding priorities will be presented under a separate cover.

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.

3. UMMC– REQUEST FOR APPROVAL TO ENTER INTO A BLOOD SERVICES AGREEMENT WITH THE AMERICAN NATIONAL RED CROSS, BIOMEDICAL SERVICES

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Blood Services Agreement with the **American National Red Cross, Biomedical Services** (ARC). This agreement is for ARC to be the have a primary provider for the continuous supply of blood, blood products and reference testing services for those UMMC patients requiring human blood and/or blood product transfusions at UMMC Jackson, Grenada and Holmes County. UMMC also requests approval to substitute, add, or remove items covered by the agreement without requiring prior submission for Board approval, as long as it does not increase the approved expenditure level.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023

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

History of Contract: On April 15, 2021, the Board approved an agreement with ARC for it to serve as UMMC's secondary blood supplier at a total expected cost of \$40,100,000. The current agreement expires on April 30, 2024, however UMMC is requesting to enter into a new contract at this time so that ARC may become UMMC's primary supplier of blood products instead of its secondary supplier, as provided in the current agreement. In addition to this request, UMMC has submitted for consideration two (2) separate blood supply agreements with Mississippi Blood Services, Inc. (MBS) and LifeShare Blood Center (LifeShare). UMMC seeks to simultaneously contract with multiple blood suppliers to provide UMMC with sufficient resources to maintain daily operations.

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

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

Scope of Work: Under the Agreement, ARC will

- provide blood and blood products to UMMC;
- retrieve blood when blood is not required by UMMC;
- provide specialty blood products such as whole blood, and liquid plasma as requested by UMMC; and
- provide reference testing services for patient sample analysis.

Under the Agreement, Customer will:

- purchase seventy percent (70%) of its blood products from ARC,
- promptly inspect the blood upon receipt; and
- keep accurate records of patients supplied with blood.

Term of Contract: The term of the agreement is three (3) years, from July 1, 2023, through June 30, 2026.

Termination Options: Termination options include the following:

- by either party if the other party fails to fulfill any one or more of its obligations under this Agreement and the breach continues for a period of thirty (30) days after the non-breaching party sends written notice of the breach;
- by either party if regulations are amended in a way that precludes a party from performing its obligations under this Agreement;
- by either party upon one hundred eighty (180) days' written notice to the other party; and
- by UMMC if blood or blood services are continuously unavailable for thirty (30) days due to a force majeure event.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023

Contract Amount: The total estimated cost of the agreement over the three (3) year term is \$46,400,000. UMMC has calculated a fifteen percent (15%) increase beginning in year two (2) to account for potential volume and price increases.

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

Contractor Selection Process: ARC has been a reliable partner to UMMC over the past few years, and review of the ARC fill rates indicate that they can consistently provide blood products to UMMC at competitive prices. Additionally, ARC collects and distributes approximately forty percent (40%) of the nation's blood supply, which allows them access to larger quantities of blood products. ARC also offers complex reference testing services to include advanced serologic and genomic procedures.

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. ASU – REQUEST FOR APPROVAL TO AMEND AN AGREEMENT WITH SODEXOMAGIC, LLC

Agenda Item Request: Alcorn State University (ASU) request approval to amend the August 23, 2018, master Sodexo Operations, LLC. Agreement to modify meal plan rates and the term length of the agreement. Additionally, this amendment transfers Assignment and Assumption of Rights and Obligations to **SodexoMagic, LLC**.

Contractor's Legal Name: SodexoMagic, LLC.

History of Contract: This is the fourth amendment to the agreement dated August 23, 2018. Amendment #1 dated October 30, 2020 allowed the University and Sodexo Operations to modify the financial terms of the agreement to address changes that were reasonably required as a result of the impacts of COVID 19. Amendment #2 dated January 13, 2021 allowed the investment credits to remain unchanged in the master agreement for Presidential Catering, Athletic catering, and SGA/Residential Life catering funds. Amendment #3 dated August 3, 2022 amended the academic term and increased the rates for residential dining, guest meals, summer meals, and meals for summer camp participants. Amendment #4 modifies the academic term, term length, Sodexo investments, and increases the meal plan rates. The amendment also assigns all of the rights, title, and obligations under the agreement to SodexoMagic.

Specific Type of Contract: Food Service Agreement

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023

Purpose: To assign the Sodexo Operations, LLC, rights to SodexoMagic and to extend and modify the terms of the master agreement for managing and operating food services for students, employees, and visitors on the Lorman campus.

Scope of Work: The University will grant SodexoMagic the exclusive right to provide meals that are related to meal plans, debit card points, and flex points, at resell to the students, employees, and visitors for a specified rate per meal or daily rate.

Term of Contract: The term of the agreement shall be extended for an additional five (5) year period, commencing September 1, 2023 and continuing through August 31, 2028 (1st Renewal Term) and shall be subject to renewal for one (1) additional five (5) year term commencing September 1, 2028 and continuing through August 31, 2033 (2nd Renewal Term) upon approval by the Board of Trustees of the Mississippi State Institutions of Higher Learning (IHL).

Termination Options: In the event this agreement expires, and Sodexo continues to provide services, this agreement shall continue thereafter in accordance with the existing terms and conditions in effect as of the expiration date (including any financial adjustments in accordance with section 8.2) until amended by mutual written agreement of the Parties or until terminated by either Party upon no less than sixty (60) days prior written notice.

Termination for Cause:

A. If either Party breaches a material provision hereof (Cause), the non-breaching Party shall give the other Party written notice of such Cause. If the Cause is remedied within ten (10) days in the case of failure to make payment when due, or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specified period, the Party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either Party at law or in equity.

B. In addition to all other rights set forth herein, either party may terminate this Agreement, without prior notice, should any of the following events occur:

1. The filing of a petition pursuant to which an adjudication of bankruptcy is entered by either party or the parent corporation of either Party; or the entry of an order, judgement or decree by a court of competent jurisdiction, on the application of a creditor, adjudicating either Party or the parent corporation of either Party as insolvent or approving a petition seeking reorganization or appointing a receiver or an assignee for benefits of creditors, trustee or liquidator; or
2. The consent to an involuntary petition in bankruptcy or the failure to vacate, within sixty (60) days from the date of entry thereof, any order

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023

approving an involuntary petition by either Party or the parent corporation of either Party.

3.

Termination without Cause:

A. Either Party may terminate this Agreement, in whole or in part, at any time, without Cause, upon no less than sixty (60) days prior written notice to the other Party.

Contract Amount: \$4.9 M in Year 1

Funding Source for Contract: This agreement will be funded by Auxiliary funds from the sale of meal plans.

Contractor Selection Process: Initially an RFP was developed and advertised for food services. The master agreement allowed for a renewal term of five years subject to IHL's approval.

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 LOCALLY NEGOTIATED AGREEMENT WITH COVIDIEN SALES LLC.**

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Locally Negotiated Agreement with **Covidien Sales LLC** (Covidien) to extend the term. The agreement is for the purchase of endomechanical and trocar products. These products include staplers, reloads, trocars, access devices, laparoscopic accessories, and closure devices used to provide an access port during surgery and closure devices to seal incisions post-surgery. UMMC also requests approval to add or remove products under the amended agreement without seeking prior Board approval as long as adequate funds are available.

Contractor's Legal Name: Covidien Sales LLC

History of Contract: On June 18, 2020, the Board approved the agreement for the purchase of the endomechanical and trocar products at a cost of \$7,825,000. The agreement will expire on June 30, 2023, unless amended.

Specific Type of Contract: This is an amended Locally Negotiated Agreement.

Purpose: The purpose of the first amendment is to extend the term an additional twelve (12) months. The purpose of the agreement is to purchase endomechanical and trocar products. These products include staplers, reloads, trocars, access devices, laparoscopic

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023

accessories, and closure devices used to provide an access port during surgery and closure devices to seal incisions post-surgery.

Scope of Work: Under the agreement, Covidien will provide discounted pricing for staplers, reloads, trocars, access devices, laparoscopic accessories, and closure devices for use in surgical cases on an as needed basis. UMMC commits to purchase at least \$1,810,000 in net purchases annually in order to receive the discounted pricing.

Term of Contract: The term of the amended agreement is four (4) years from July 1, 2020 through June 30, 2024. The term of the original agreement was three (3) years, from July 1, 2020, through June 30, 2023. The first amendment extends the term by twelve (12) months.

Contract Amount: The total estimated cost of the amended agreement remains \$7,825,000.00 over the four (4) year term.

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

Termination Options: The Locally Negotiated Agreement may be terminated as follows:

- by Covidien if UMMC becomes bankrupt, insolvent, makes an assignment for the benefit of creditors or goes into liquidation;
- by Covidien if UMMC's purchasing levels appear that UMMC will not meet its minimum annual purchase requirements;
- by Covidien if UMMC does not meet its minimum annual purchase requirement within a sixty (60) day cure period after receiving written notice from Medtronic that the minimum annual purchase requirement was not met; and
- by either party at any time upon thirty (30) days prior written notice to the other party.

Contractor Selection Process: UMMC is currently contracted with Covidien.

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. UMMC-REQUEST FOR APPROVAL TO AMEND A CORPORATE MASTER AGREEMENT WITH OMNICELL, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval of a Second Amendment (Amendment) to the Corporate Master Agreement with **Omnicell, Inc.** (Omnicell). The Amendment is to add items to the products pricing schedule and add categories to the product categories schedule of the Corporate Master

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023

Agreement that establishes the categories of products and specific items available purchase at discounted rates. The Corporate Master Agreement provides the general terms and conditions for purchases under separate Pricing Supplements. The Omnicell automated pharmacy dispensing cabinets and technology include the ability to secure and dispense Schedule II-V narcotics while providing real time data of the dispensing and administration of these events. This data allows all transactions to be efficiently monitored to ensure the appropriate closed loop of all scheduled medication transactions. The degree of real time data is unique in the marketplace and is a necessary tool for monitoring for any potential diversion.

Contractor's Legal Name: Omnicell, Inc.

History of Contract: On March 23, 2023, the Board approved an amendment is to extend the term of Schedule G of the Corporate Master Agreement. On March 22, 2018, the Board approved the five (5) year Corporate Master Agreement with Omnicell, along with Pricing Supplement 5309895 for the purchase automated pharmacy dispensing cabinets at UMMC's Jackson campus, as well as maintenance and service of the cabinets and related software. On January 16, 2020, the Board approved an amendment to the Corporate Master Agreement that amended the indemnification provision and added provisions on insurance and information security and Pricing Supplement 5424973. On February 17, 2022, the Board approved Pricing Supplement 5438400 for the purchase of automated pharmacy dispensing cabinets, training, and support services for UMMC Grenada. The Corporate Master Agreement provides the general terms and conditions for purchases under separate Pricing Supplements. Each Pricing Supplement is a separate contract that incorporates the general terms and conditions of the Corporate Master Agreement.

Specific Type of Contract: This is the Third Amendment of the Corporate Master Agreement.

Purpose: The purpose of the Amendment is to add items to the products pricing schedule and add categories to the product categories schedule of the Corporate Master Agreement that establishes the categories of products and specific items available purchase at discounted rates. The Corporate Master Agreement that establishes the preferred relationship between UMMC and Omnicell and allows UMMC to access discounted pricing for the purchase of automated pharmacy dispensing cabinets, training and support services for UMMC locations. The purpose of the Corporate Master Agreement is to provide the general terms and conditions for purchases under separate Pricing Supplements.

Scope of Work: Under the Amended Corporate Master Agreement, Omnicell will provide:

- installation of products;
- training in the system management and use of the products;

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023

- support services for the products, including adjustments to products, replacement of component parts or replacement of products, software updates and upgrades;
- a 96% uptime commitment;
- a limited license for the software embedded in and used with the products;
- in-bound and out-bound interfaces with Epic; and
- discounted pricing for all available products.

UMMC will:

- select an employee to serve as the System Administrator and send the individual for training;
- train personnel in the proper use of the products;
- document and promptly report all errors or malfunctions of the products;
- provide access to personnel, equipment, and systems to facilitate support service requests; and
- commit to purchase 95% of UMMC's total required need of automated pharmacy dispensing cabinets and automated dispensing system analytics.

Term of Contract: The term of the Corporate Master Agreement remains unchanged. It began on March 26, 2018, and will remain in effect for so long as a Pricing Supplement, Schedule, attachment, and/or exhibit remains in effect. The amended term for Schedule G to the Corporate Master Agreement is for a term of ten (10) years, from March 26, 2018, through March 25, 2028.

The total term of Pricing Supplement 5309895 remains unchanged it is six (6) years and five (5) days, from March 26, 2018, through March 31, 2024, which is five (5) years from the date of installation of the equipment.

Termination Options: Termination options for the Corporate Master Agreement include:

- for cause, including UMMC's failure to make timely payments and a material breach of any provision of the agreement;
- in the event funds are not available;
- in the event a third party makes claim relating to infringement of any US trademark, copyright, or trade secret, and Omnicell cannot procure the right for UMMC to continue using the product, replace, or modify the product;
- in the event Omnicell becomes debarred, excluded, or otherwise ineligible to participate in any state or federal healthcare program, and Omnicell is unable to cure the breach within 30 days;
- in the event Omnicell does not comply with the federal E-Verify Program; and

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023

- in the event of a material breach of the Business Associate Agreement or violation of the Health Insurance Portability and Accountability Act (HIPAA) regulations that remains uncured following twenty (20) days written notice, or immediately if cure is not possible, in the event Omnicell improperly uses or discloses protected health information.

Termination options of Schedules to the Corporate Master Agreement also include:

- Schedule D-3 Support Services for Aesynt-branded Delivered Products:
 - a. UMMC's failure to make timely payments;
- Schedule G Preferred Relationship Terms and Conditions:
 - a. for cause including material breach of any provision of the agreement;
 - b. in the event the other party terminates or suspends all business activities or becomes bankrupt; and
- Schedule L Business Associate Agreement
 - a. in the event of a material breach of the Business Associate Agreement or violation of the Health Insurance Portability and Accountability Act (HIPAA) regulations that remains uncured following twenty (20) days written notice, or immediately if cure is not possible, in the event Omnicell improperly uses or discloses protected health information.

Contract Amount: The total cost of Pricing Supplement 5309895 remains unchanged at a cost of \$6,273,190.93.

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

Contractor Selection Process: UMMC is currently contracted with Omnicell.

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. SYSTEM – REQUEST FOR APPROVAL TO RENEW AUTO LIABILITY INSURANCE WITH BERKLEY SOUTHEAST INSURANCE COMPANY AND GENESIS, A BERKSHIRE HATHAWAY COMPANY

Agenda Item Request: The Mississippi Institutions of Higher Learning's Executive Office (IHL) requests approval to renew its primary auto liability insurance coverage with **Berkley Southeast Insurance Company**, and its excess auto liability insurance with **Genesis, a Berkshire Hathaway company**.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023

Contractor's Legal Name: Berkley Southeast Insurance Company and Genesis, a Berkshire Hathaway company.

History of Contract: The IHL Self-Insured Tort Plan (Tort Plan) insures against third party tort claims as outlined in the Mississippi Tort Claims Act (§11-46-1, et seq.), which includes automobile liability coverage. To limit its exposure, the IHL Self-Insured Tort Plan currently purchases auto liability insurance coverage in the amount of \$500,000 for in-state coverage and up to \$5,000,000 for out-of-state coverage through Berkley and Genesis. These recommended quotes reflect an overall one percent reduction in the cost per vehicle compared to the current rate. Current vehicles total 1,954.

Specific Type of Contract: This is a policy of auto liability insurance coverage.

Purpose: The purpose of the contract is to insure against auto liability for the system.

Scope of Work: The insurers will provide auto liability insurance coverage during the policy year in exchange for the payment of premiums. The broker, Galloway-Chandler-Mckinney, will solicit quotes for 2024-2025 and 2025-2026.

Term of Contract: The policy term will be July 1, 2023, to July 1, 2024.

Termination Options: IHL may cancel the policy at any time by providing written notice before the effective termination date. The insurers may cancel upon 30-days advance notice, or upon 10 days advance notice if the reason for termination is the non-payment of premium.

Contract Amount: The premium for both primary and excess insurance is approximately \$947,489.50 for the 2023-2024 policies. The final premium amounts may fluctuate based upon the number of owned vehicles in university fleets. This amount breaks down to \$664,477 for the Berkley policy and \$283,012.50 for the excess coverage. This item includes two optional renewals for the Berkley coverage, at the same price, for policy years 2024-2025 and 2025-2026.

Funding Source for Contract: The universities are billed directly for their share of the premium.

Contractor Selection Process: A competitive RFP process was advertised and conducted in accordance with state law best practices. Three brokers requested market assignments and eight markets were assigned. Only quotes from our incumbent insurers were received. The most common reason given for not quoting was an inability to be competitive against our current premium. The recommended quote is the best and only quote received. This agenda item is a renewal of coverage with Berkley and Genesis.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 15, 2023**

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
REGULAR AGENDA
LEGAL
JUNE 15, 2023**

1. **UMMC – APPROAL TO SETTLE TORT CLAIM**

The University of Mississippi Medical Center is seeking Board approval for settlement of tort claim number 3449.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
June 15, 2023**

1. **SYSTEM – APPOINTMENT OF DR. ORMELLA CUMMINGS AS THE
REPRESENTATIVE ON THE MISSISSIPPI PUBLIC BROADCASTING BOARD**

The Mississippi Authority for Educational Television A.K.A. the Mississippi Public Broadcasting (MPB) Board was established to oversee an educational television and radio system which provides educational and instructional, professional growth, and public service programs for the students and citizens of Mississippi, such system to be known as Mississippi Educational Television. The IHL Board is responsible for appointing one member to the MPB Board.

On February 20, 2020, the IHL Board appointed Trustee Jeanne Luckey to serve as the IHL Board's representative on the MPB Board through June 30, 2023. Trustee Luckey served the remaining term of the previous appointee, Dr. William Bynum, former president of Jackson State University.

Dr. Ormella Cummings has agreed to serve as the next representative to the MPB Board for a four-year term beginning July 1, 2023 and ending June 30, 2027, pending approval by the Senate at its next Legislative session.

Staff Recommendation: Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
JUNE 15, 2023

1. **USM – 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 University of Southern Mississippi submits the intent to offer already approved degree programs by distance learning to the Board for information.

A. **USM – Bachelor of Science (BS) in Information Technology**

CIP code, sequence: 11.0301, 5772

Total credit hours: 124

Cost to offer by distance learning: Cost is offset by online course fee

Effective date: August 2024

B. **USM – STEM Education Certificate (post-baccalaureate)**

CIP code, sequence: 13.1213, 8148

Total credit hours: 15

Cost to offer by distance learning: Cost is offset by online course fee

Effective date: August 2023

C. **USM – Public History Certificate (post-baccalaureate)**

CIP code, sequence: 54.0105, 8056

Total credit hours: 15

Cost to offer by distance learning: Cost is offset by online course fee

Effective date: August 2023

2. **SYSTEM – INTENT TO OFFER OR MODIFY CERTIFICATE PROGRAMS OFFERING**

A. **UMMC - Certificate program title: Nursing Education and Instruction**

Responsible academic unit: School of Nursing

CIP code: 51.3817

Total credit hours: 12

Level: post-baccalaureate

Effective date: August 2023

Program summary: The Nursing Education and Instruction certificate is designed for post-baccalaureate nurses interested in teaching in an academic setting or in the healthcare practice environment as a nursing educator. This program combines learning

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
JUNE 15, 2023

theory and evaluation with teaching strategies. This is an online certificate program for nurses having BSN, MSN, or doctoral degrees.

RENAMING

- B. DSU** – *Current certificate title:* Geospatial Information Technologies
New certificate title: **Geospatial Analysis and Intelligence**
Responsible academic unit: College of Arts and Sciences, Center for Interdisciplinary Geospatial Technologies
CIP code, sequence: 45.0702, 8068
Total credit hours: 21
Level: pre-baccalaureate (less than 1 year)
Effective date: August 2022
Rationale: Changing the name of the certificate program to align with Bachelor of Applied Science (BAS) in Geospatial Analysis and Intelligence degree that is offered in the Center.
- C. UM** – *Current certificate title:* Academic Reform & Athletics Academic Success
New certificate title: **Intercollegiate Athletics Academic Success**
Responsible academic unit: School of Applied Sciences
CIP code, sequence: 31.0504, 8150
Total credit hours: 12
Level: post-baccalaureate
Effective date: June 2023
Rationale: Changing the name more clearly conveys the purpose of the program.

SUSPENDING

- D. UMMC** – *Certificate title:* **Medical Scribe Specialist**
Responsible academic unit: School of Health Related Professions, Department of Health Sciences
Current CIP code, sequence: 23.1304, 5892
CIP code, sequence: 51.9999, 8100
Total credit hours: 13
Level: post-baccalaureate
Effective date: July 2023
Rationale: This certificate program is not attracting applicants who meet the current academic requirements for a university-level program. Additionally, the job market does not require formal education in this field, and most employers are filling their vacancies with on-the-job training, or they are seeking licensed practical nurses to fill the positions.

STAFF RECOMMENDATION: Board staff recommends these items be accepted as information.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 15, 2023**

**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE `
MAY 18, 2023, 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
JUNE 15, 2023**

MISSISSIPPI STATE UNIVERSITY

1. MSU- GS #105-366 – 20-INCH SEWER FORCE MAIN REPLACEMENT PHASE 2

NOTE: This is a Bureau of Building project

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Garver Engineering

Approval Status & Date: APPROVED, May 10, 2023

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 10, 2023

Project Initiation Date: May 19, 2022

Design Professional: Garver Engineering

General Contractor: TBD

Total Project Budget: \$2,500,000.00

2. MSU- IHL #205-308 – CVM EXPANSION TO THE ANIMAL EMERGENCY & REFERRAL CENTER

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$4,717.59 and three (3) additional days to the contract of The Arcon Group, LLC.

Approval Status & Date: APPROVED, May 17, 2023

Change Order Description: Change Order #3 includes the following: due to unforeseen conditions, gypsum board was removed, mold remediated, gypsum board installed, and finished; concrete slab prep work to prepare for new fluid applied flooring; new valves needed for two tubs; existing slab to be topped with new fluid applied flooring; doors replaced and new hardware installed to include mortise locks; asphalt patch and repair done in the existing parking lot; and ninety (90) days to the contract.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 15, 2023

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; latent job conditions; user/owner requested modifications and days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$27,450.29.

Project Initiation Date: April 16, 2020

Design Professional: MP Design Group

General Contractor: The Arcon Group, LLC

Total Project Budget: \$5,600,000.00

3. MSU- IHL #208-312 – LAKEVIEW DRIVE RELOCATION

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$40,148.23 and zero (0) additional days to the contract of Ethos Contracting Group, LLC.

Approval Status & Date: APPROVED, May 8, 2023

Change Order Description: Change Order #3 includes the following: replaced landscaping materials that did not survive the Winter freeze; and repaired the irrigations damaged by vehicular traffic.

Change Order Justification: These changes were due to weather-related damage to plantings that occurred after standard completion.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$767,555.10.

Project Initiation Date: May 20, 2021

Design Professional: Smithers Engineers

General Contractor: Burns Dirt Construction, Inc.

Total Project Budget: \$3,700,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 15, 2023**

4. MSU- IHL #405-002 – JIM AND THOMAS DUFF CENTER

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Eley Guild Hardy/Dale Partners – Joint Venture

Approval Status & Date: APPROVED, May 18, 2023

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 18, 2023

Project Initiation Date: March 1, 2019

Design Professional: Eley Guild Hardy/Dale Partners – Joint Venture

General Contractor: TBD

Total Project Budget: \$65,000,000.00

UNIVERSITY OF MISSISSIPPI

5. UM- IHL #207-473.1 – OLE MISS SOFTBALL COMPLEX ADDITION & RENOVATION – DEMO (PH 1)

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$308,000.00 to the apparent low bidder, Demolition Specialist, LLC.

Approval Status & Date: APPROVED, May 12, 2023

Project Initiation Date: October 21, 2021

Design Professional: McCarty Architects, P.A.

Construction Management Advisor: Innovative Construction Management, LLC [CMA]

General Contractor: Demolition Specialist, LLC

Total Project Budget: \$25,000,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 15, 2023**

6. UM- IHL #207-476B – PHASE II UPGRADE HVAC CONTROLS NATURAL PRODUCTS & FASER HALL

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by DBES, LLC

Approval Status & Date: APPROVED, May 24, 2023

Project Initiation Date: January 19, 2023

Design Professional: DBES, LLC

General Contractor: TBD

Total Project Budget: \$5,300,000.00

7. UM- IHL #207-496 FASER HALL 453 LAB RENOVATION

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by McCarty Architects, P.A.

Approval Status & Date: APPROVED, May 18, 2023

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 18, 2023

Project Initiation Date: January 27, 2023

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Total Project Budget: \$1,000,000.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 15, 2023**

**8. UM- IHL #207-497.1 – NEW STUDENT HOUSING – KINCANNON
DEMOLITION**

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$1,780,000.00 to the apparent low bidder, EAI – Environmental Abatement, Inc.

Approval Status & Date: APPROVED, May 24, 2023

Project Initiation Date: January 6, 2023

Design Professional: McCarty Architects, P.A.

General Contractor: EAI – Environmental Abatement, Inc.

Phased Project Budget: \$2,493,176.32

Total Project Budget: \$16,000,000.00

**9. UM- IHL #407-001 JIM AND THOMS DUFF CENTER FOR SCIENCE AND
TECHNOLOGY INNOVATION**

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$150,817.96 and zero (0) additional days to the contract of W.G Yates & Sons Construction Company.

Approval Status & Date: APPROVED, May 24, 2023

Change Order Description: Change Order #4 includes the following: condition & clarification; added structural steel and shade pockets; removed concrete at the cistern excavation area; added duct chase framing; added two (2) fire dampers; sewer tie-in revisions on the southeast side of the building; added MP8 components to tables; added roof davit bracing for window washing equipment; added steel plates in two rooms to secure cabinets along the north elevations; waterproofing of the generator; and manhole adjustment for level grade north at the Walk of Champions.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; latent jo site conditions; user/owner requested modification.

Total Project Change Orders and Amount: Three change orders for a total amount of \$150,859,061.97.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 15, 2023**

Project Initiation Date: January 16, 2012
Design Professional: McCarty Architects
Phased Project Budget: \$157,086,816.63
General Contractor: W.G. Yates & Sons Construction Company
Total Project Budget: \$175,200,000.00

10. UM- IHL #407-002 DATA CENTER FACILITY RENOVATION

Approval Request #1: Construction Documents

Board staff APPROVED the Construction Documents as submitted by Duvall Decker Architects, P.A.

Approval Status & Date: APPROVED, May 24, 2023

UNAPPROVAL Request #2: Advertise/Receive Bids

Board staff did not approve the request to Advertise/Receive Bids

Approval Status & Date: NOT APPROVED May 24, 2023

Project Initiation Date: June 20, 2019
Design Professional: Duvall Decker Architects, P.A.
General Contractor: TBD
Total Project Budget: \$30,000,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

11. UMMC- IHL #209-566 – PATIENT CARE UNITS EXPANSION

Approval Request #1: Construction Documents

Board staff approved the Construction Documents as submitted by ESA Architects

Approval Status & Date: APPROVED, May 17, 2023

Approval Request #2: Advertise/Receive Bids

Board staff approved the request to Advertise/Receive Bids

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 15, 2023**

Approval Status & Date: APPROVED, May 17, 2023

Project Initiation Date: April 19, 2018

Design Professional: ESA Architects

General Contractor: TBD

Total Project Budget: \$23,730,000.00

12. UMMC- IHL #409-002 – NEW BOILER ROOM

Approval Request #1: Construction Documents

Board staff approved the Construction Documents as submitted by Dean Architecture

Approval Status & Date: APPROVED, May 17, 2023

Approval Request #2: Advertise/Receive Bids

Board staff approved the request to Advertise/Receive Bids

Approval Status & Date: APPROVED, May 17, 2023

Project Initiation Date: October 2, 2021

Design Professional: Dean Architecture

General Contractor: TBD

Total Project Budget: \$6,407,376.00

13. UMMC- IHL #409-003 – CAMPUS EMERGENCY SYSTEM UPGRADES

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$66,640.72 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, May 17, 2023

Change Order Description: Change Order #1 includes the following: added generator #6; deduct for two (2) in-ground junction boxes; and changed in-ground boxes from Quazite to precast concrete.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 15, 2023**

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 \$66,640.72

Project Initiation Date: November 16, 2017

Design Professional: Cooke Douglas Farr Lemons Architects + Engineers, P.A.

General Contractor: Fountain Construction Company, Inc

Total Project Budget: \$6,700,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

14. USM – GS #108-308 – REED GREEN COLISEU ROOF REPLACEMENT

NOTE: This is a Bureau of Building project

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by WBA Architecture.

Approval Status & Date: APPROVED, May 12, 2023

Approval Request #2: Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by WBA Architecture

Approval Status & Date: APPROVED, May 12, 2023

Project Initiation Date: August 18, 2022

Design Professional: WBA Architecture

General Contractor: TBD

Total Project Budget: \$3,500,000.00

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
JUNE 15, 2023

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 Brunini, PLLC (statement dated 5/11/23) from the funds of Mississippi State University. (This statement, in the amount of \$5,512.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 5,512.50

Payment of legal fees for professional services rendered by Copeland, Cook, Taylor & Bush, P.A. (statements dated 5/8/23 and 5/8/23) from the funds of Mississippi State University. (These statements, in the amounts of \$4,975.00 and \$299.00, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 5,274.00

Payment of legal fees for professional services rendered by Brunini, Grantham Grower & Hewes, PLLC (statement dated 5/11/23) from the funds of the University of Mississippi. (This statement, in the amount of \$75.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 75.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 4/28/23 and 5/23/23) from the funds of the University of Mississippi. (These statements, in the amounts of \$9,417.00 and \$18,673.94, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 28,090.94

Payment of legal fees for professional services rendered by Lightfoot Franklin White, LLC (statements dated 4/14/23 and 5/16/23) from the funds of the University of Mississippi. (These statements, in the amounts of \$5,343.00 and \$5,993.35, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 11,336.35

Payment of legal fees for professional services rendered by Nelson Mullins Riley & Scarborough, LLP (statements dated 2/22/23, 3/22/23, 4/25/23 and 5/22/23) from the funds of the University of Mississippi. (These statements, in the amounts of \$9,223.00, \$9,312.50,

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
JUNE 15, 2023**

\$9,164.50 and \$248.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 27,938.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/30/22, 12/8/22, 12/9/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 12/20/22, 1/3/23, 1/31/23, 1/31/23, 1/31/23, 1/31/23, 1/31/23, 1/31/23, 1/31/23, 1/31/23, 1/31/23, 1/31/23, 1/31/23, 1/31/23, 2/10/23, 2/13/23, 2/13/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/21/23 and 2/21/23 from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,439.36, \$66.00, \$265.50, \$4,277.50, \$1,131.00, \$3,433.30, \$405.00, \$121.50, \$148.50, \$115.50, \$94.50, \$108.00, \$513.00, \$1,055.10, \$1,033.40, \$9,545.25, \$55,708.19, \$5,612.60, \$135.00, \$148.50, \$229.50, \$2,625.50, \$139,567.37, \$3,639.75, \$2,490.70, \$1,976.50, \$383.50, \$4,020.40, \$11,292.15, \$181.50, \$742.50, \$840.00, \$153.50, \$1,227.50, \$4,552.10, \$2,072.00, \$1,065.20, \$12,583.50, \$6,779.40, \$181,259.00, \$148.50, \$94.50, \$553.50, \$5,973.52, \$7,300.00, \$2,493.00, \$1,121.00 and \$354.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 481,076.29

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 2/21/23, 2/21/23, 2/21/23, 2/21/23, 2/21/23, 2/22/23, 2/22/23, 2/22/23, 2/22/23, 2/22/23, 2/22/23, and 2/22/23) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,340.00, \$4,980.00, \$214.50, \$2,825.00, \$177.30, \$180.00, \$360.00, \$2,280.00, \$165.00, \$363.00, \$1,591.30 and \$346.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 14,822.60

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 12/27/22, 1/26/23 and 1/26/23) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$495.00, \$99.00 and \$511.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,105.50

Payment of legal fees for professional services rendered by Hagwood and Tipton, PC (statements dated 1/24/23, 1/24/23, 1/24/23, 1/24/23, 1/24/23, 1/24/23, 1/31/23, 2/3/23, 2/3/23, 2/3/23, 2/3/23, 2/3/23 and 2/15/23) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$872.13, \$466.40, \$1,827.79, \$30.80, \$7,621.50, \$937.00, \$7,240.28, \$66.00, \$12.00, \$1,332.90, \$1,054.00, \$3,626.60 and \$257.70, respectively, represent services and expenses in connection with legal advice.)

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
JUNE 15, 2023

TOTAL DUE.....\$ 25,345.10

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 1/11/23, 1/11/23, 2/3/23, 2/7/23 and 2/7/23) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,655.00, \$8,890.50, \$57.00, \$4,585.00 and \$198.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 15,385.50

Payment of legal fees for professional services rendered by Page, Kruger & Holland, P.A. (statements dated 2/13/23, 2/14/23, 2/14/23, 2/14/23, 2/14/23, 2/15/23 and 2/15/23) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$53.80, \$700.00, \$247.50, \$1,501.50, \$16.50, \$977.30 and \$33.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,529.60

Payment of legal fees for professional services rendered by Watkins & Eager, PLLC (statements dated 2/15/23, 2/15/23, 2/16/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/20/23, 2/21/23, 2/22/23, 2/22/23, 2/22/23, 2/22/23, 2/22/23, 2/22/23 and 2/22/23) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,512.50, \$3,975.00, \$3,365.50, \$945.00, \$3,284.50, \$946.50, \$177.00, \$33.00, \$147.00, \$2,205.00, \$552.50, \$6,015.55, \$7.50, \$80.00, \$7,203.75, \$6,243.98, \$185.00, \$26,219.57, \$30,957.54, \$3,324.64, \$2,341.40, \$2,199.36, \$7,859.12, \$825.70 and \$450.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 111,057.11

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 5/19/23) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$195.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 195.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 5/3/23) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$2,950.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 2,950.00

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
JUNE 15, 2023

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 5/8/23) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$3,938.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,938.50

Payment of legal fees for professional services rendered by Richard & Thomas, PLLC (statement dated 5/24/23) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$1,027.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 1,027.00

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 5/1/23, 5/1/23 and 5/1/23) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$39.23, \$61.22 and \$2,250.00, represent services and expenses in connection with immigration/labor certification matters.)

TOTAL DUE.....\$ 2,350.45

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

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 4/28/23, 4/28/23, 4/28/23 and 4/28/23) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents or intellectual property matters: "IP and Regulatory Matters" - \$147.50; "Live Attenuated Catfish Vaccine" - \$54.00; "Kim-Vibrio Assay methods and Kits" - \$54.00; and "Effective Oximes Patent Prosecution" - \$54.00.)

TOTAL DUE.....\$ 309.50

Payment of legal fees for professional services rendered by Bradley Arant Boult Cummings LLP (statement dated 5/12/23) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent or intellectual property matter: "Wave Amplifier Provisional Application" - \$294.00.)

TOTAL DUE.....\$ 294.00

Payment of legal fees for professional services rendered by Conley Rose (statements dated 5/8/23 and 5/8/23) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents or intellectual property matters: "Wearable Stretch and Pressure Sensor Motion Capture System for Human Movement" - \$64.00; and "Singulation System for Handling Fish" - \$1,135.00.)

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
JUNE 15, 2023

TOTAL DUE.....\$ 1,199.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 5/16/23, 5/16/23, 5/16/23, 5/16/23, 5/16/23, 5/16/23, 5/16/23, 5/16/23, 5/16/23, 5/16/23, 5/16/23 and 5/16/23) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents or intellectual property matters: "Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species" - \$115.50; "For Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans" - \$3,256.60; "Phenolxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning" - \$3,032.60; "Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same" - \$647.50, "Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same" - \$7,300.72; "Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same" - \$647.50; "Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same" - \$647.50; "Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same" - \$2,931.50; "Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same" - \$140.00; "U.S. Provisional Applications Nos. 63/028,130, 62/175,642 and PCT/US21/32963" - \$940.50; "Oleaginous Microbe Supplementation for Improving Black Soldier Fly Growth and Development" - \$513.00; and "Species-agnostic Polymeric Formulations for Inhalable mRNA Delivery to the Lung" - \$2,458.00, respectively.)

TOTAL DUE.....\$ 22,630.92

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 2/22/23, 2/22/23, 2/22/23, 2/22/23 and 2/22/23) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$803.50, \$680.00, \$38.00, \$323.00 and \$598.00, represent services and expenses in connection with patents or intellectual property matters.)

TOTAL DUE.....\$ 2,442.50

Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 1/18/23 and 2/17/23) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,667.50 and \$2,057.50, respectively, represent services and expenses in connection with patents or intellectual property matters.)

TOTAL DUE.....\$ 4,725.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 4/28/23) from the funds of the University of Southern Mississippi. (This statement represents services and expenses in connection with the following patent or intellectual property matter: "Self-Repairing Oxetane-Substituted Cytosin Polyurethane Networks" - \$67.50).

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
JUNE 15, 2023

TOTAL DUE.....\$ 67.50

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy, P.C. (statements dated 4/12/23, 4/12/23, 4/12/23, 4/12/23, 4/12/23, 4/12/23, 5/15/23, 5/16/23 and 5/16/23) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents or intellectual property matters: “Open-Shell Conjugated Polymer Conductors, Composites and Compositions” - \$5,625.50; “Thiol-Based Post-Modification of Conjugated Polymers” - \$870.00; “Conjugated Polymer Sensors Using the Inner Filter Effect” - \$1,620.50; “Organic Photodetection Devices Utilizing an Insulative Component within the Active Layer Blend” - \$87.50; “Carbon Susceptors for Thermoplastic Composite Induction Welding” - \$2,537.50; “A Quantitative, Fluorescence-Based Assay for Measuring the Exocytosis/Release of Full Length, Membrane Bound Tumor Necrosis Factor [TNF or TNFa] and Exosomes from Eukaryotic Cells” - \$1,610.00; “Post-Polymerization and Polymeric Material Modification Through Gold Catalysis” - \$3,142.25; “Conjugated Polymer Sensors Using the Inner Filter Effect” - \$1,851.50; and “Open-Shell Conjugated Polymer Conductors, Composites and Compositions” - \$1,665.00).

TOTAL DUE.....\$ 19,009.75

2. **ASU – EMERGENCY APPROVAL TO HIRE McDONALD HOPKINS, LLC AS OUTSIDE COUNSEL**

Trustee Gee Ogletree, as Board Legal Committee Chair, on behalf of the Board, has approved ASU’s emergency request to hire attorney Jim Griszczak of McDonald Hopkins, LLC as outside counsel to provide legal services related to a cyber incident. The term of the contract is one year beginning May 8, 2023, unless terminated sooner by either party. Services are provided at an hourly rate of \$365 for the lead attorney, \$290 for associate attorneys, and \$135 for paralegal services with a maximum amount payable under the contract of \$75,000. ASU is insured for cyber incident response and carries a deductible for legal services related to a covered incident of \$5,000. Therefore, ASU will not be responsible for more than \$5,000 of the \$75,000 maximum amount payable under the agreement. McDonald Hopkins carries professional liability insurance coverage in the amount of \$5,000,000 per claim with an annual aggregate of \$5,000,000. This item has been approved by the Office of the Attorney General.

3. **USM – EMERGENCY APPROVAL TO HIRE McDONALD HOPKINS, LLC AS OUTSIDE COUNSEL**

Trustee Gee Ogletree, as Board Legal Committee Chair, on behalf of the Board, has approved USM’s emergency request to hire attorney Jim Griszczak of McDonald Hopkins, LLC as outside counsel to provide legal services related to a cyber incident identified on May 23, 2023. The term of the contract is one year beginning May 24,

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
JUNE 15, 2023

2023, unless terminated sooner by either party. Services are provided at an hourly rate of \$365 for the lead attorney, \$290 for associate attorneys, and \$135 for paralegal services with a maximum amount payable under the contract of \$75,000. USM is insured for cyber incident response and carries a deductible for legal services related to a covered incident of \$5,000. Therefore, USM will not be responsible for more than \$5,000 of the \$75,000 maximum amount payable under the agreement. McDonald Hopkins carries professional liability insurance coverage in the amount of \$5,000,000 per claim with an annual aggregate of \$5,000,000. This agreement is pending approval by the Office of the Attorney General.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
June 15, 2023

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 review in the Board Office.

- a. **MSU** – On May 31, 2023, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and Boutwell Rental, LLC for office space located in Hattiesburg, MS to be used for purposes related to MSU’s early childhood services, including referrals, training, and technical assistance. The term of the agreement is from June 1, 2023 to May 31, 2024. The total square footage of the space is 3,832 and the total rental fee is \$54,000 to be paid in twelve monthly installments. This rental fee will be paid by MSU using a grant from the Mississippi Department of Human Services. The Attorney General’s Office has reviewed the lease 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.
- b. **UM** – On May 19, 2023, Commissioner Alfred Rankins, Jr., approved the Amended Lease between the Institutions of Higher Learning/the University of Mississippi (IHL/UM) and Chi Chapter House Corporation of Delta Delta Delta (Tri Delta) and the Second Amended Lease between IHL/UM and Alpha Mu House Corporation of Kappa Delta Sorority (Kappa Delta). Each organization seeks to amend its respective current lease agreement with the University in order to adjust the boundary line between their currently leased lots to accommodate a construction project of Tri Delta that will expand its house and place the house closer to the current boundary line. These amendments will also extend the term of each lease through June 30, 2053, previously through October 31, 2041 for the Tri Delta lease and August 31, 2049 for the Kappa Delta lease. The IHL Senior Associate Commissioner for Legal Affairs and Risk Management has reviewed the amended leases 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.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
PERSONNEL
June 15, 2023

PERSONNEL ACTION REPORT

1. **Sabbatical**

Mississippi State University

FROM: Yang Cheng; Associate Professor of Aerospace Engineering; *from* salary of \$109,200.00 per annum, pro rata; E&G and Restricted funds; 9-month contract; *to* salary of \$54,600.00 for sabbatical period; E&G and Restricted funds; effective August 16, 2023 to May 15, 2024; professional development

[Originally approved by IHL Board March 23, 2023]

CORRECTED: This item was rescinded.

University of Mississippi

FROM: Oliver Dinius; Executive Director of Croft Institute and Croft Associate Professor of History; salary \$131,982 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 17, 2023 to December 31, 2023; professional development

[Originally approved by IHL Board February 16, 2023]

CORRECTED: Oliver Dinius; Executive Director of Croft Institute and Croft Associate Professor of History; salary \$131,982 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective January 22, 2024 to May 11, 2024; professional development