

MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING

September 20, 1984

BE IT REMEMBERED, That the Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in regular session in Jackson, Mississippi, on Thursday, September 20, 1984, and pursuant to notice in writing mailed by certified letter with return receipt requested on September 10, 1984, to each and every member of said Board, said date being at least five days prior to this September 20, 1984.

At the above named place there were present the following members to wit: William H. Austin, Jr., Thomas D. Bourdeaux, Frank O. Crosthwait, Jr., Martha H. Gill, Bryce Griffis, Charles C. Jacobs, Jr., William M. Jones, John R. Lovelace, Denton Rogers, Jr., Sidney L. Rushing, George T. Watson, and Betty A. Williams. Will A. Hickman was absent. (Mr. Hickman was present for committee meetings held on Wednesday, September 19, 1984.)

The meeting was called to order by President Charles C. Jacobs, Jr., and opened with prayer by Mr. Crosthwait.

Executive Session

On motion by Mr. Bourdeaux, seconded by Mr. Rogers, the Board voted 13-0 to meet in executive session on Wednesday, September 19, 1984, for the following purposes:

1. To discuss in strategy session the following lawsuits in which an open meeting would be detrimental to the litigating position of the Board:
  - a. Mississippi Publishers Corporation v. Board of Trustees, et al.
  - b. J. B. Van Slyke v. Board of Trustees, Charles C. Jacobs, et al.
  - c. Jake Ayers, Sr., et al. v. Bill Allain, et al.
  - d. Myron Chambers v. Mississippi University for Women
2. To hear a report from Mr. William F. Goodman, Attorney for the Board of Trustees, concerning Jake Ayers, Sr., et al. v. Bill Allain, et al. and his legal opinion pertaining to the Board's constitutional authority in relation to the constitutional authority of the Joint Committee on Performance Evaluation and Expenditure Review.
3. To discuss a personnel matter concerning the signing of a contract with Dr. Jack D. Foster of State Research Associates for consultant services on the special higher education study.

Approval of the August 16, 1984, Minutes

On motion by Mr. Rogers, seconded by Mr. Watson, the minutes of the August 16, 1984, meeting were approved.

Correction of the May 17, 1984, Minutes

On motion by Dr. Lovelace, seconded by Mr. Rogers, the following correction to the May 17, 1984, minutes was approved:

"Report of the Finance CommitteeAll Institutions:

. . .

11. Approve resident tuition increases per semester as follows:

Alcorn State University	\$50.00
Delta State University	50.00
Jackson State University	50.00
Mississippi State University	60.00
Mississippi University for Women	50.00
Mississippi Valley State University	62.50
University of Mississippi	40.00
University of Southern Mississippi	50.00"

Change the University of Southern Mississippi resident tuition increase per semester from \$50.00 to \$60.00 as follows:

11. Approve resident tuition increases per semester as follows:

Alcorn State University	\$50.00
Delta State University	50.00
Jackson State University	50.00
Mississippi State University	60.00
Mississippi University for Women	50.00
Mississippi Valley State University	62.50
University of Mississippi	40.00
University of Southern Mississippi	60.00

Report of the Presidents' Council

Dr. Joe L. Boyer, Chairman of the Presidents' Council, reported that the Council wanted to commend Dr. Thrash for being selected as president of State Higher Education Executive Officers (SHEEO) for the 1984-85 year. The Council also met with Dr. Richard Boyd, State Superintendent of Education, to discuss the carrying out of the Education Reform Act. Increased insurance rates for state employees are of concern to the Council, and they asked that the Board look into this matter further.

Report of the Committee of the Whole

On motion by Dr. Lovelace, seconded by Mr. Rogers, the following was approved with Mr. Griffis and Mr. Bourdeaux recording negative votes:

Mississippi Publishers Corporation v. Board of Trustees, et al.:

1. Appeal to the Supreme Court of Mississippi the recent decision by Judge Stuart Robinson regarding Mississippi Publishers Corporation v. Board of Trustees, et al.

Report of the Agriculture and Forestry Committee

On motion by Mr. Rushing, seconded by Mr. Rogers, the following report of the Agriculture and Forestry Committee was approved:

Mississippi State University:

1. Approve the award of a Mineral Lease to Union Oil Company of California on Experiment Station Property located in Pearl River County as follows:

TOWNSHIP 2 SOUTH, RANGE 16 WEST

Section 25: S/2 of NE/4 of SE/4; and SE/4 of SE/4  
 Section 36: NE/4 of NE/4.

The above described land contains 100.00 acres, more or less.

TOWNSHIP 2 SOUTH, RANGE 15 WEST

Section 32: Beginning at the SW corner of the SW/4 of NW/4 of Section 32, T2S-R15W, then run East 146 yards, more or less, to the Poplarville-Gulfport Highway, or Bowie Public Road, thence in a northerly direction along the said Highway 83 yards, more or less, then west 87 yards, more or less, to a point due north of the point of beginning, thence south 77 yards, more or less, to the point of beginning.

Section 32: The NW/4 of SW/4 of SW/4 and the NW/4 of SW/4.

Section 31: Commencing at the NE corner of the S/2 of the NE/4 of the SE/4 of Section 31, T2S-R15W, thence run west 37-1/3 rods, thence south 60 rods, thence east 37-1/3 rods, thence north 60 rods to the point of beginning.

The above described land contains 66.00 acres, more or less.

Report of the Athletics Committee

On motion by Mr. Griffis, seconded by Mr. Rogers, the following report of the Athletics Committee was approved:

Mississippi State University:

1. Approve personnel recommendations for athletic personnel as submitted by Dr. James D. McComas.
2. Approve the appointment of C. Baird Smith, Jr., as Head Men's Golf Coach, effective September 17, 1984, with an annual salary of \$25,000.00.
3. Accept the resignation of Peggy E. Collins, Head Basketball Coach, effective August 6, 1984.
4. Accept the resignation of Gary T. Meredith, Manager, Lakeside Golf Course, and Head Golf Coach, effective September 30, 1984.
5. Accept the resignation of Elizabeth J. Birmingham, Coordinator of Women's Athletics, effective August 6, 1984.
6. Approve a change in status for Vivian Langley, Head Women's Volleyball and Softball Coach, from a ten-month to a twelve-month employee, effective July 1, 1984, with no change in salary.

7. Approve a change in status for Ralph E. Vaughn from Assistant Women's Basketball Coach to Acting Head Women's Basketball Coach, effective September 1, 1984, with a change in salary from \$16,200.00 to \$21,600.00.

Mississippi Valley State University:

1. Approve personnel recommendation for athletic personnel as submitted by Dr. Joe L. Boyer.

University of Mississippi:

1. Approve personnel recommendation for athletic personnel as submitted by Dr. R. Gerald Turner.

University of Southern Mississippi:

1. Approve personnel recommendations for athletic personnel as submitted by Dr. Aubrey K. Lucas.
2. Approve an extension of dates of the contract for Diana Kay James, Assistant to the Athletic Director, Administration-Athletics and Head Coach, Basketball-Women and Instructor, from July 1, 1984, to June 30, 1988, effective July 1, 1984.
3. Approve an extension of dates of the contract for M. K. Turk, Head Basketball Coach and Instructor, from July 1, 1984, to June 30, 1988, effective July 1, 1984.

Report on House Concurrent Resolution #88:

1. Approve report from the professional staff concerning House Concurrent Resolution #88 which encourages high academic standards for athletes. The report included criteria for determining the institution with the highest graduation percentage of athletes in all varsity sports. The report also included the recommendation that the award be named the David M. Halbrook Award. (See Exhibit A)

Report of the Buildings Committee

On motion by Mr. Jones, seconded by Mr. Watson, the following report of the Buildings Committee was approved:

Alcorn State University:

1. Approve the request and request approval of the Bureau of Building, Grounds and Real Property Management for the construction of a storage building and shed to be built on the nursing school site at Natchez, Mississippi. This structure should be completely fenced for security purposes as it will house maintenance equipment. Contingency funds are available in the amount of \$282,010.12.
2. Approve Change Order No. 5 adding 222 days to the contract of Bounds Construction Company for the Human Nutrition Laboratory. This change order is necessary due to scheduling, continued use of areas to be renovated as long as possible to reduce shutdown time, delays in delivery of laboratory casework, and delays caused by previous change orders.
3. Approve Change Order No. 1 adding 123 days to the contract of Bounds Construction Company for Additions to Beef Facility. The contractor was unable to complete the work as scheduled due to inclement weather, delay of metal building shop drawings, and

delay in the approval of the septic tank system by the County Health Department.

4. Approve and request approval of the Bureau of Building, Grounds and Real Property Management of the specifications for Equipment for the stadium dressing facility, SBC 101-105, and for advertisement of bids.
5. Approve and request approval of the Bureau of Building, Grounds and Real Property Management to allocate an additional \$20,000.00 from any funds available to SBC 101-110, Evaporator Replacement in Library. In the event that no other funds are available, it is requested that the necessary funds be transferred from the Library Plaster Repairs Project recently approved by the Bureau. Consultant's investigation has revealed that the chiller must be replaced. Because Library resources have been damaged due to mildew and lack of proper air conditioning, it is further requested that Alcorn State University be authorized to purchase the equipment and be reimbursed by the Bureau of Building, Grounds and Real Property Management.

Delta State University:

1. Approve the request and request approval of the Bureau of Building, Grounds and Real Property Management for reconsideration and funding for the following projects that are essential to the needs of the University:
  - a. Renovation of Whitfield Gymnasium to accommodate classroom needs of Military Science \$ 81,960.00
  - b. Renovation of certain classroom areas to accommodate office needs of new faculty and changes in functions 123,000.00
  - c. Repairs to track 35,000.00

The recent allocations for Repairs and Renovations made by the Bureau of Building, Grounds and Real Property Management failed to fund these projects of "high priority need."

2. Approve the low bid in the amount of \$100,761.00 as submitted by G. H. Avery Co., for Energy Controls, Walters Hall, SBC 102-101, and request approval and the award of contract by the Bureau of Building, Grounds and Real Property Management. Funds are available in the budget.
3. Approve the low bid in the amount of \$17,299.00 as submitted by B & R Mechanical Co., for Cafeteria Repairs, SBC 102-107, and request approval and the award of contract by the Bureau of Building, Grounds and Real Property Management. Funds are available in the budget.

Mississippi State University:

1. Approve Wastewater Treatment Agreement for Thomas R. Howard Development and approve plans and specifications for the interconnection with the University wastewater transport system.
2. Approve the contract documents and the request for the Zeta Tau Alpha Sorority to construct a house on campus. Also approve the lease agreement between the Zeta Tau Alpha National House Corporation Board and the University for Lot No. 5 of Fraternity/Sorority Park.
3. Approve Change Order No. 3 for Addition to Auxiliary Services Building. This change order concerns replacing existing metal

siding on the north side of the building with siding as manufactured by Gulf States Manufacturing Company. The exterior finish of the new addition will then match the original building. Funds in the amount of \$984.94 will be made available from Auxiliary Services accounts to meet the final contract of \$446,824.51, fees of \$26,809.47, and a total budget of \$473,633.98.

4. Approve Change Order No. 4 for Addition to Auxiliary Services. This change order adjusts the contract for the depth of bored pilings and adds a door closer to a restroom to improve privacy. The net result is a deduct of \$49.35 from the contract of Sam Oswalt & Son, Inc.

Mississippi Valley State University:

1. Approve plans and specifications and request approval and advertisement for bids by the Bureau of Building, Grounds and Real Property Management for Fire Alarms for Dormitories, SBC 106-104. Funds are available in the project budget of \$64,000.00.
2. Approve and request approval of the Bureau of Building, Grounds and Real Property Management for Change Order No. 2 providing landscaping for the Laundry Buildings, SBC 106-091 in the amount of \$1,161.50.

University of Mississippi:

1. Approve the contract documents prepared by Elliott and Britt, Engineering, P.A., for Repairing and Resurfacing of the Magnolia Tennis Courts and approve the request of the University to advertise for bids. Funds are available from University sources in the amount of \$23,000.00.
2. Approve an easement across a small section of land owned in Baxter County, Arkansas, allowing ingress and egress to adjacent property owners and authorize the University to execute the property documents with copies of surveys and plats and/or description to be placed on file in the Board office.
3. Approve the request of the University to contribute \$14,306.00 to a federal grant of \$128,757.00 for airport improvements and authorize the University to select appropriate project professionals to proceed with contract documents.
4. Approve the request that the low bids from Moore Electrical Service be accepted and that the University be authorized to execute the contracts for the following portions of the Energy Management Systems Expansion:
  - a. Shoemaker Hall-Line Control Units for Interior Fan Coils - \$7,500.00
  - b. Lighting Conversion-Johnson Commons West and Athletic Dormitory - \$66,000.00.

Funds are available from University sources and a matching federal grant.

5. Approve request to name Room 132 in Anderson Hall the Leland F. Roy Chemical Engineering Laboratory in honor of Dr. Roy's outstanding contributions to undergraduate education.

University of Mississippi Medical Center:

1. Approve the request of the University Medical Center to authorize the engineering firm of Anderson, Deas & Eldridge to prepare plans and specifications for the mechanical systems modifications for energy conservation. The University Medical Center will provide funds for this project, and the estimated cost is \$250,000.00.

University of Southern Mississippi:

1. Approve the Acknowledgment of Notice of Assignment for the S. M. Educational Building Corporation to be occupied by the Kappa Alpha Fraternity.
2. Approve and request the approval of the Bureau of Building, Grounds and Real Property Management for Change Order No. 2 adding 83 days to the contract of Fridge Construction Company for 1982 Renovation Program - Gulf Park Campus, SBC 108-083. This additional time is needed because the original roofing subcontractor declared bankruptcy, and the general contractor had to negotiate with a new roofer and complete roofing work in order for other finish items to be completed in an orderly progression.
3. Approve and request approval of the Bureau of Building, Grounds and Real Property Management that contracts be awarded for the 1983 Roofing Program according to the following low base bids:

Bond Hall	South Central Roofing P. O. Box 189 3804 Pearl Street Hattiesburg, Mississippi 39401	\$ 72,700.00
Panhellenic	Cornell Malone Roofing P. O. Box 3164 Hattiesburg, Mississippi 39401	43,900.00
Stout Hall	Hub Sheetmetal and Roofing P. O. Box 848 Hattiesburg, Mississippi 39401	31,869.00
Field House Addition	Hub Sheetmetal and Roofing P. O. Box 848 Hattiesburg, Mississippi 39401	11,432.00
Hickman Hall	South Central Roofing P. O. Box 189 Hattiesburg, Mississippi 39401	<u>34,200.00</u>
Total Contract Amount		\$194,101.00
Contingency		<u>5,899.00</u>
Total Funds Required		\$200,000.00

Since the requested awards exceed the project budget of \$174,000.00, it is further requested that additional funds in the amount of \$26,000.00 be appropriated by the Bureau of Building, Grounds and Real Property Management from any source available.

4. Approve the request of the University to amend the contract with the S. M. Educational Building Corporation for the construction of the Kappa Alpha Fraternity House in an amount not to exceed \$250,000.00 to read as follows:

Approve the request of the University to contract with the S. M. Educational Building Corporation for the construction of the Kappa Alpha Fraternity House in an amount not to exceed \$275,000.00 for construction and equipment for this facility. The University will in turn lease the house to the Kappa Alpha Housing Corporation. Rentals and fees from the fraternity will repay the loan. Also approve the request of the University to buy the present Kappa Alpha house for \$58,000.00. This figure is the average of two appraisals obtained by the University.

This amendment to the original authorization passed by the Board in the September 1983 meeting, does not affect any other part of the authorization.

Mississippi Education and Research Center:

1. Approve the relocation of the Universities Center Library from the second floor of the Tower Building to the Universities Center and the renovation of the second floor for office spaces. The approximate cost for this renovation with necessary furnishings is \$100,000.00. Funds are available from the Mississippi Guarantee Student Loan Agency.
2. Approve and request approval of the Bureau of Building, Grounds and Real Property Management to award the low bid for Reroofing of Penthouses, SBC 111-016, to Nicholas-Horne, Inc., in the amount of \$17,833.00. Funds are available in the amount of \$20,000.00.

Report of the Finance Committee

On motion by Dr. Lovelace, seconded by Mr. Rogers, the following report of the Finance Committee was approved:

Alcorn State University:

1. Approve budget for the Cooperative Extension Program for the 1984-85 fiscal year (October 1, 1984, to September 30, 1985).

Mississippi State University:

1. Approve budget for the second term of summer school, 1984.
2. Approve request to authorize Mississippi State University to increase the Sharp Annuity from its present level of \$302,754.20 to \$400,000.00 during the month of September, 1984, when these funds are reinvested. The additional funds are available from the earnings of the Annuity and from a recent timber sale on Sharp Forest, Tishomingo County.

University of Southern Mississippi:

1. Approve a special building fee of \$5.00 per student to be assessed each semester beginning with the spring semester of the 1984-85 academic year for the purpose of constructing a Health, Physical Education, and Recreation Complex. This special fee will be increased to \$15.00 each semester beginning the academic semester in which ground is broken for this Complex. The students at the University of Southern Mississippi voted on April 10, 1984, in favor of this fee.

All Institutions:

1. Approve recommendations of a special meeting of the Finance Committee held on August 29, 1984. (See Exhibit B)

Executive Office:

1. Approve monthly expenditures as submitted by Dr. E. E. Thrash.
2. Approve expenditures for the Graduate and Professional Degree Scholarship Program.
3. Approve budget for planning of the proposed Governor's School for the Gifted and Talented residential high school.

Report of the Legal Committee

On motion by Mr. Bourdeaux, seconded by Mr. Watson, the following report of the Legal Committee was approved:

Mississippi University for Women:

1. Deny the appeal of Myron Chambers, who was an employee at Mississippi University for Women. This was delayed at the August 16, 1984, meeting.

Report of the Medical Affairs Committee

On motion by Mrs. Williams, seconded by Mr. Rogers, the following report of the Medical Affairs Committee was approved:

University of Mississippi Medical Center:

1. Approve personnel recommendations as submitted by Dr. R. Gerald Turner.
2. Approve sabbatical leave for Dr. W. Lamar Weems.
3. Approve request to establish the following new positions:
  - a. Assistant Professor of Interdisciplinary and Cooperative Education, School of Health Related Professions, Department of Interdisciplinary and Cooperative Education, part-time, effective October 1, 1984, with an annual salary of \$6,000.00.
  - b. Clinical Instructor in Restorative Dentistry, School of Dentistry, Department of Restorative Dentistry, part-time, effective October 1, 1984, with an annual salary of \$11,000.00.
4. Approve requests for foreign travel for Dr. James L. Achord, Dr. David Goldgar, Dr. Paal Klykeen, Dr. Richard C. Miller, Dr. Luis Quiroz, Dr. Myra D. Tyler, Dr. E. Frazier Ward, Dr. Richard S. Nowakowski, Dr. William C. Nicholas, Dr. Jeffrey S. Webster, and Dr. James L. Hughes.
5. Approve request to extend the University Hospital Discount Policy which was previously approved at the August 19, 1982, meeting of the Board to include retired full-time faculty, staff, and employees who have had a minimum of ten years' service with the Board of Trustees of State Institutions of Higher Learning and all institutions under the control of the Board of Trustees.
6. Approve request to establish an agreement with the Department of the Army for a civilian-sponsored army reserve medical unit.

Medical Education Loan Program:

1. Approve the request of Reeda Lyons, M.D., to change her private medical practice in New Albany, Mississippi, which she began September 1982 to practice with the Mississippi Department of

Health, effective September 1, 1984. The Board had approved New Albany as Dr. Lyons' practice location at its March 25, 1982, Board meeting.

2. Declare Ronald A. Hickombottom, M.D, in breach of his contract, effective September 1, 1984. Dr. Hickombottom is pursuing a fellowship program in cardiology, which is an ineligible specialty under the State Medical/Dental Education Loan Program. Approve a repayment schedule whereby Dr. Hickombottom will pay \$550 per month, beginning November 1, 1984, through October 31, 1985; \$750 per month from November 1, 1985, through October 31, 1986; and \$1,000 per month from November 1, 1986, through October 31, 1987. The remaining balance will be paid in consecutive monthly installments which will allow total repayment of the full amount of the loan plus six percent interest ending October 31, 1989.
3. Rescind the Board's action at its August 16, 1984, meeting approving the following applicant for a dental education loan from the Congressional District as listed below:

District IV

Anthony Byron Norris - Jackson, Mississippi  
Dentistry  
University of Mississippi Medical Center

Mr. Norris qualified for the First Year Exceptional Financial Need Scholarship which makes him ineligible to receive funds under the State Medical Education Loan Program.

4. Rescind the Board's action at its August 16, 1984, meeting approving the following applicant for a medical education loan from the Congressional District as listed below:

District III

David L. Webber - Greenville, Mississippi  
Medicine  
West Virginia School of Osteopathic Medicine

Mr. Webber qualified for the First Year Exceptional Financial Need Scholarship which makes him ineligible to receive funds under the State Medical Education Loan Program.

Special Medical Education Loan Program:

1. Rescind the Board's action at its August 16, 1984, meeting approving the following applicant for a medical education loan:

James Edward Salter, Jr. - Jackson, Mississippi  
Medicine  
University of Mississippi Medical Center

Mr. Salter was able to finance his medical education from other sources.

Report of the Research Committee

On motion by Mr. Watson, seconded by Mr. Rogers, the following report of the Research Committee was approved:

Mississippi Research and Development Center:

1. Approve the following contracts and agreements:

- a. 85-16E, Michael Clay, \$3,080.00.
- b. 85-17E, Sandy Hosteltler, \$3,740.00.

Report of the Instruction, Administration, and Policy Committee

On motion by Mr. Griffis, seconded by Mr. Watson, the following report of the Instruction, Administration, and Policy Committee was approved:

Alcorn State University:

- 1. Approve personnel recommendations as submitted by Dr. Walter Washington.

Delta State University:

- 1. Approve personnel recommendations as submitted by Dr. Kent Wyatt.
- 2. Approve request for sabbatical leave for Mrs. June Allen Pegues.
- 3. Approve request to change the name of a degree title from "Bachelor of Science in Medical Technology degree" (CIP 170310) to Bachelor of Science degree in Medical Technology (CIP 170310). The Bachelor of Science in Medical Technology degree is inappropriate because no medical technology courses are offered.
- 4. Approve request to omit the separate listing of the "Bachelor of Music Education... Instrumental Music Education" (CIP 131312) in the current academic programs inventory since this was included in the "Bachelor of Music Education... Music Education" (CIP 131312) during Academic Programs Review.

Jackson State University:

- 1. Approve personnel recommendations as submitted by Dr. James A. Hefner.
- 2. Approve a change in status for Ally F. Mack from Associate Professor of Political Science with an annual salary of \$26,460.00 to Acting Head, Department of Political Science, effective August 1, 1984, with an additional salary of \$200.00 per month.
- 3. Approve a change in status for Richard Sullivan from Professor and Acting Head, Department of Chemistry, to Professor and Head, Department of Chemistry, effective August 20, 1984, with no change in salary.
- 4. Approve request to establish the following new positions:
  - a. Associate Professor of Science Education, School of Science and Technology, Department of General Science, effective August 25, 1984, with a nine-month salary of \$28,692.00.
  - b. Assistant Professor of Mass Communications, School of Liberal Studies, Department of Mass Communications, effective August 20, 1984, with a nine-month salary of \$22,000.00.
  - c. Instructor of Mass Communications, School of Liberal Studies, Department of Mass Communications, effective August 20, 1984, with a nine-month salary of \$25,000.00.
  - d. Assistant Professor of Chemistry, School of Science and Technology, Department of Chemistry, effective September 1, 1984, with an annual salary of \$22,000.00.
  - e. Visiting Scholar, School of Science and Technology, Department of Chemistry, effective September 1, 1984, with an annual salary of \$24,000.00.

- f. Assistant Professor of Chemistry, School of Science and Technology, Department of Chemistry, effective September 1, 1984, with an annual salary of \$22,000.00.
5. Approve request to offer the following off-campus courses during the 1984 fall semester:

Job Corp Center - Crystal Springs, Mississippi:

ELED/EDSE 304/551 Career Education for Teachers  
EDSE 303 Foundations of Education

Vocational Complex - Forest, Mississippi:

SPED 514 Assessment and Individual Programs -  
Elementary Education

These course sites are within the fifty-mile radius.

Copiah-Lincoln Junior College - Brookhaven, Mississippi:

EDAD 512 Curriculum Planning

This course site is not within the fifty-mile radius.

6. Approve requests for foreign travel for Dr. James Perkins, Dr. Leslie McLemore, Dr. James A. Hefner, Mr. Shelton Swanier, Dr. Chung-Shing Chu, and Dr. Wen-Hsung Yang.

Mississippi State University:

1. Approve personnel recommendations as submitted by Dr. James D. McComas.
2. Accept the resignation of Robert Louis Jones, Vice President for Student Affairs, effective September 15, 1984.
3. Accept the resignation of William G. McMinn, Dean and Professor, Architecture, effective July 31, 1984.
4. Confirm the appointment of Howard B. Gundy as Interim Vice President for Student Affairs, effective September 1, 1984, with an annual salary of \$60,000.00. Approval of the Board was obtained by telephone poll.
5. Approve requests for foreign travel for Dr. M. Neil Allison, Dr. Richard L. Brown, Dr. Mary Futrell, Dr. Joe Khatena, Ms. Mary A. Schlicher, Dr. James L. Wolfe, Professor E. W. Custer, Dr. Clayborne D. Taylor, Mr. Ronald G. Polk, Dr. Susan Snell, and Dr. E. Carl Jones.

Mississippi University for Women:

1. Approve personnel recommendations as submitted by Dr. James W. Strobel.

Mississippi Valley State University:

1. Approve personnel recommendations as submitted by Dr. Joe L. Boyer.
2. Approve request to offer the following off-campus courses for the fall 1984 semester:

Greenwood:

- ED 428 Workshop in Education: Psychology of the Gifted  
 ED 428 Workshop in Education: Methods and Materials for  
 Teaching the Gifted  
 ED 428 Workshop in Education: Organization and Procedures in  
 Special Education

Belzoni:

- ED 428 Workshop in Education: Psychology of the Gifted  
 ED 428 Workshop in Education: Methods and Materials for  
 Teaching the Gifted  
 ED 428 Workshop in Education: Organization and Procedures in  
 Special Education

University of Mississippi:

1. Approve personnel recommendations as submitted by Dr. R. Gerald Turner.
2. Accept the resignation of Dr. Peter E. Wagner, Vice Chancellor for Academic Affairs and Professor of Physics, effective September 30, 1984.
3. Approve a change in status for Dr. H. Dale Abadie from Associate Dean of the Graduate School and Professor of History to Acting Associate Vice Chancellor for Academic Affairs and Professor of History, effective October 1, 1984, with an annual salary of \$48,000.00.
4. Approve a change in status for Dr. Thomas R. Mason from Director of Trial Advocacy Training and Professor of Law to Associate Dean of the School of Law, Director of Trial Advocacy Training and Professor of Law, effective July 1, 1984, with an annual salary of \$59,500.00.
5. Approve a change in status for Dr. Gerald W. Walton from Associate Vice Chancellor for Academic Affairs, Director of the Summer Session, and Professor of English to Acting Vice Chancellor for Academic Affairs, Director of the Summer Session and Professor of English, effective October 1, 1984, with an annual salary of \$60,830.00.
6. Approve request to establish the following new positions:
  - a. Instructor in Social Work, College of Liberal Arts, Department of Social Work, one-fourth time, effective August 20, 1984, with a nine-month salary of \$4,000.00.
  - b. Adjunct Assistant Professor of Elementary Education, School of Education, Department of Curriculum and Instruction, one-fourth time, effective August 20, 1984, with a one-semester salary of \$1,875.00.
  - c. Instructor in Electrical Engineering, School of Engineering, Department of Electrical Engineering, full-time, effective August 20, 1984, with a nine-month salary of \$19,800.00.
  - d. Acting Instructor in Computer Science, School of Engineering, Department of Computer Science, one-fourth time, effective August 20, 1984, with a nine-month salary of \$2,700.00.
  - e. Instructor in Pharmaceutics, School of Pharmacy, Department of Pharmaceutics, one-third time, effective August 20, 1984, with a nine-month salary of \$7,500.00
7. Approve requests for foreign travel for Dr. Dennis S. Tosh, Jr., Dr. S. Y. Wang, Dr. Stanley R. Stansell, and Dr. H. Wilbert Norton, Jr.

University of Southern Mississippi:

1. Approve personnel recommendations as submitted by Dr. Aubrey K. Lucas.
2. Approve sabbatical leave for Billie Sue Bowman and Mary L. Bryant.
3. Approve request to establish the following new positions:
  - a. Visiting Instructor, College of Business Administration, Department of Management, nine-month contract, effective August 24, 1984, with a nine-month salary of \$18,000.00.
  - b. Instructor, College of Business Administration, Department of Marketing, nine-month contract, effective August 24, 1984, with a nine-month salary of \$18,000.00.
  - c. Lecturer, School of Home Economics, Department of Institution Administration, nine-month contract, effective August 24, 1984, with a nine-month salary of \$18,000.00.
  - d. Adjunct Clinical Assistant Professor, School of Nursing, twelve months, effective August 24, 1984, with no salary.
  - e. Professor, College of Science and Technology, Department of Construction and Architectural Engineering Technology, nine-month contract, effective August 24, 1984, with a nine-month salary of \$38,000.00.
  - f. Instructor, College of Science and Technology, Department of Computer Science and Statistics, nine-month contract, effective August 24, 1984, with a nine-month salary of \$22,203.00.
  - g. Associate Professor, College of Science and Technology, Department of Polymer Science, nine-month contract, effective August 24, 1984, with a nine-month salary of \$16,750.00.
  - h. Visiting Assistant Professor, School of Nursing-Continuing Education, nine-month contract, effective August 24, 1984, with a nine-month salary of \$23,250.00.
4. Approve the Statement of Purpose which was prepared by a committee of sixteen faculty members and students. This Statement is an integral part of the institutional Self-Study required every ten years for reaccreditation by the Southern Association of Colleges and Schools.
5. Approve request that the name of the degree program in Mechanical Technology (CIP 150805) be changed to Mechanical Engineering Technology (CIP 150805).
6. Approve request that the name of the degree program in Industrial Technology (CIP 150603) be changed to Industrial Engineering Technology (CIP 150603).
7. Approve requests for foreign travel for John E. Green, Virginia B. Newbern, and Elliot Sperling.

Executive Office:

1. Approve personnel recommendations as submitted by Dr. E. E. Thrash.
2. Approve the contract with State Research Associates for the completion of the special study regarding access of higher education to the citizens of Mississippi. Dr. Jack Foster and others of State Research Associates will work with the Board in conducting the study. (See Exhibit C)

Special Reports:

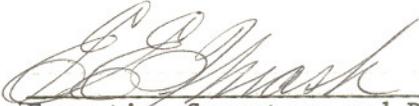
1. The following projects are in progress with final reports forthcoming:

- a. Study of formula procedure - Dr. Paul Sharp is assisting the Board staff in selecting an out-of-state consultant to assist with the study.
- b. Study to determine the percentage of each institution's total budget being spent on instruction.
- c. Complimentary tickets for athletic events report for 1983-84.
- d. Study of remedial instruction.
- e. Preliminary enrollment report - The final report on enrollment will be given at the October meeting.
- f. Study of doctoral programs - A report was given on the number of doctoral programs in the Southern Regional Education Board states.

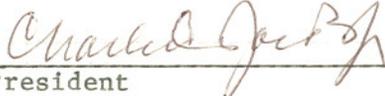
Resolution:

1. On motion by Mr. Jacobs, seconded by Mr. Rogers, the Board authorized the appropriate resolution to be written commending Dr. Thrash for being selected as president of State Higher Education Executive Officers (SHEEO) for the 1984-85 year. (See Exhibit D)

With no further business, adjournment was ordered.

  
\_\_\_\_\_  
Executive Secretary and Director

Approved:

  
\_\_\_\_\_  
President



## EXHIBIT A

PROCEDURE FOR CALCULATING GRADUATION PERCENTAGE  
FOR AWARDS FOR 1983-84

Students listed on the official certified athletics rosters for each intercollegiate athletic team for the 1979-80 regular school year shall serve as the base from which percentages shall be calculated.

Each institution should use the names on this base to compare against the list of graduating seniors from that institution for 1979-80, 1980-81, 1981-82, 1982-83, and 1983-84 including the summer session of 1984.

The percentage should be calculated by dividing the number of students in the base into the number of students in the base who have graduated during the time periods shown above.

PROCEDURE FOR CALCULATING GRADE POINT AVERAGE  
FOR AWARDS FOR 1983-84

From each institution, one male intercollegiate athlete and one female intercollegiate athlete who were shown on official certified athletic rosters for the 1983-84 regular school year and who have the highest grade point averages for the fall and spring terms combined, should be recognized as outstanding student athletes.

The grade point average should be based on a four point scale on all courses attempted. Students should have attempted a minimum of 24 semester hours in order to be eligible.

PROCEDURE FOR CALCULATING GRADUATION PERCENTAGE  
FOR MAJORS FOR 1983-84

Students listed on the official certified student records for each term  
will be eligible to graduate for the 1979-80 regular school year shall serve as  
the base from which percentages shall be calculated.

Each institution should set the names on this base to compare against the  
list of graduating students from that institution for 1979-80, 1980-81,  
1981-82, 1982-83, and 1983-84 including the summer session of 1984.

The percentage should be calculated by dividing the number of students in  
the base into the number of students in the base who have graduated during  
the time periods shown above.

PROCEDURE FOR CALCULATING POINT POINT AVERAGE  
FOR MAJORS FOR 1983-84

From each institution, one male Intercollegiate athlete and one female  
Intercollegiate athlete who were shown on official certified student  
records for the 1983-84 regular school year and who have the highest grade  
point average for the fall and spring terms combined, should be recognized  
as outstanding student athletes.

The grade point average should be based on a four point scale on all courses  
attempted. Students should have attempted a minimum of 12 semester hours  
in order to be eligible.

## EXHIBIT B

BOARD OF TRUSTEES OF STATE  
INSTITUTIONS OF HIGHER LEARNING  
STATE OF MISSISSIPPI

## Minutes of the Finance Committee

August 29, 1984

The Finance Committee met on Wednesday, August 29, 1984, at 10:00 a.m. in the Board Office. The following Board members were present: William H. Austin, Jr., Thomas D. Bourdeaux, Frank Crosthwait, Jr., Bryce Griffis, Will A. Hickman, Charles C. Jacobs, Jr., William M. Jones, John R. Lovelace, Denton Rogers, Jr., Betty A. Williams. Also present were the institutional executive officers and the financial officers from the institutions.

The Committee heard reports from the institutional executive officers on their budget requests for fiscal year 1985-86.

Dr. Lovelace moved to recommend approval of the state appropriations request as tentatively approved by the Board at its August 16, 1984, meeting. Mr. Jacobs offered an amendment to the motion to include the following amounts to be requested for on-campus in addition to the amounts in the original request:

Alcorn State University - request an additional \$132,008.00  
Jackson State University - request an additional \$500,000.00  
Mississippi University for Women - request an additional \$397,216.00  
Mississippi Valley State University - request an additional \$200,000.00

The amended motion was seconded by Mrs. Williams and was approved.

On motion by Mr. Jacobs, seconded by Mrs. Williams, the Committee recommended that a consultant be hired to study the formula used by the Board in allocating appropriated funds. The Committee requested that Dr. Paul Sharp be asked to help identify appropriate formula experts.



## BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

## EXHIBIT C

STATE OF MISSISSIPPI  
COUNTY OF HINDS

## CONTRACT FOR PROFESSIONAL SERVICES

1. **Parties.** The parties to this Contract are State Research Associates (hereinafter called the "Consultant"), a general partnership organized under the laws of the Commonwealth of Kentucky, and the Board of Trustees of State Institutions of Higher Learning of Jackson, Mississippi (hereinafter called the "Board of Trustees").
2. **Introduction.** The Board of Trustees desires to engage the Consultant to render certain professional services the general purpose of which is to conduct an initial assessment and prepare findings on conditions relevant to the possible consolidation or closure of one or more institutions of higher education in Mississippi.
3. **Scope of Services.** The Consultant shall provide, in a timely and satisfactory manner as determined by the Board of Trustees, the services described in Exhibit A, entitled "Scope of Services", which is attached hereto and made a part hereof by reference.
4. **Period of Performance.** The Consultant shall undertake and complete performance of the services referred to in "Scope of Services", within the period beginning September 15, 1984 and ending no later than January 15, 1985.
5. **Consideration.** As consideration for performance of this Contract, the Board of Trustees agrees to pay the Consultant a fixed fee of \$99,882.00, and it is expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed that amount.
6. **Intent of Expenditures.** It is the intent of the Contract to beneficially improve Mississippi's system of higher education by establishing more efficient and effective state management and governance.
7. **Method of Payment.** The Board of Trustees agrees to pay, or make payments on, the consideration stated in accordance with the schedule set out in Exhibit C, entitled "Schedule of Payment", which is attached hereto and made a part hereof by reference. Such payment will be made, in every case, subject to receipt and approval of a requisition for payment from the Consultant certifying that the work has been performed in conformance with the Contract and that he is entitled to receive the amount requisitioned under the terms of this Contract. Progress reports will be submitted on a monthly basis and will accompany Consultant billing requests.
8. **General Terms and Conditions.** This Contract is hereby made subject to the terms and conditions included in Exhibit B, entitled "General Terms and



Conditions", which is attached hereto and made a part hereof by reference.

IN WITNESS WHEREOF the Board of Trustees and the Contractor have executed this Contract as of September 15, 1984.

20

*B.E. Mash*  
9-20-84

BOARD OF TRUSTEES OF STATE  
INSTITUTIONS OF HIGHER LEARNING

ATTEST:

*Rita Prestage*

By: *B.E. Mash*  
Director

ATTEST:

*Rita Prestage*

By: *Josh O Foster*  
Consultant  
State Research Associates

Approved as to legal form and legal adequacy.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Conditions", which is attached hereto and made a part hereof by reference.

IT IS HEREBY CERTIFIED that the Board of Trustees and the Contractor have executed this Contract as of \_\_\_\_\_, 19\_\_.

*[Handwritten signature]*  
4-24-72

BOARD OF TRUSTEES OF STATE  
UNIVERSITIES OF HIGHER LEARNING

ATTEST:

*[Handwritten signature]*  
By: \_\_\_\_\_  
Trustee

*[Handwritten signature]*  
By: \_\_\_\_\_  
Trustee

ATTEST:

*[Handwritten signature]*  
By: \_\_\_\_\_  
State Registrar

*[Handwritten signature]*  
By: \_\_\_\_\_  
Trustee

Approved as to legal form and legal adequacy.

\_\_\_\_\_ Date:

\_\_\_\_\_ Signed:

## EXHIBIT A. SCOPE OF WORK

The contract will consist of the following tasks:

## TASK 1.0 SOCIO-POLITICAL BACKGROUND OF HIGHER EDUCATION

An historical review of the evolution of the higher education system in Mississippi, and the current role and mission of each institution; a discussion of the current political concerns which led to the current study; and a discussion of the current socio-political environment in which the higher education system operates in Mississippi. The intent of this Task is to place the issue of consolidation or closure within the larger context of Mississippi educational, cultural, social and political change. Data for this portion of the study will come from historical documents and interviews with opinion leaders inside and outside higher education in Mississippi.

Project Staff: Dr. Jack D. Foster, Dr. Jack Brizius, Mr. H. Milton Patton, and Ms. Susan Foster, and a black educator to be named later. IHL staff will arrange and schedule interview appointments for SRA staff during October and November.

## TASK 2.0 ENROLLMENT AND FISCAL ANALYSIS

Enrollment data from each university and junior college will be analyzed to: (1) document how the public postsecondary education system has grown; (2) identify the geographic areas served by each institution; (3) isolate changes in enrollment patterns at each institution and for the system as a whole which might significantly affect any particular institution or the entire system in future years; and (4) to simulate the possible redistribution of enrollment if certain academic units or institutions were closed.

It is hereby expressly understood by both parties to this contract that the time allowed for performance on this Task does not permit the collection of new enrollment data; therefore, the analysis will be based on existing data. SRA agrees to carry its analysis to the most defensible level of detail permitted by the data, ~~but the Board of Trustees fully understands that the findings from this analysis might not be sufficient to identify specific programs which should be consolidated or closed based upon past or projected enrollment data.~~

Capital and operational expenditures at each institution, and for the system as a whole, will be analyzed to determine the extent to which the real cost of higher education has risen in recent years, and to identify conditions which might account for any observed increase in costs. Using this information, together with economic and enrollment data, SRA will forecast probable expenditures for the various institutions and the system as a whole under scenarios of growth, stability, and attrition. The

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9-30-84

EXHIBIT A. SCOPE OF WORK

The contract will consist of the following tasks:

TASK 1.0. POLITICAL BACKGROUND OF HIGHER EDUCATION

An historical review of the evolution of the higher education system in Mississippi, and the current role and mission of such institutions; a discussion of the current political concerns which led to the current study; and a discussion of the current socio-political environment in which the higher education system operates in Mississippi. The intent of this work is to place the issue of consolidation or closure within the larger context of Mississippi educational, cultural, social and political change. Data for this portion of the study will come from historical documents and interviews with opinion leaders inside and outside higher education in Mississippi.

Project Staff: Dr. Jack B. Foster, Dr. Jack B. Foster, Mr. H. Milton Patton, and Mr. Lynn Foster, and a black educator to be named later. The staff will average and rotate interview appointments for 200 staff during October and November.

TASK 2.0. ENROLLMENT AND FINANCIAL ANALYSIS

Enrollment data from each university and junior college will be analyzed for (1) document how the public postsecondary education system has grown; (2) identify the geographic areas served by each institution; (3) identify changes in enrollment patterns at each institution and for the system as a whole which might significantly affect any particular institution or the entire system in future years; and (4) to identify the possible redistribution of enrollment if certain systems units or institutions were closed.

It is hereby expressly understood by both parties to this contract that the time allowed for performance on this task does not permit the collection of new enrollment data; therefore, the analysis will be based on existing data. GEA agrees to carry its analysis to the most defensible level of detail permitted by the data, and the Board of Trustees fully understands that the analysis will not be sufficient to identify specific programs which should be consolidated or closed based upon past or projected enrollment data.

Capital and operational expenditures of each institution, and for the system as a whole, will be analyzed to determine the extent to which the cost of higher education has risen in recent years, and to identify conditions which might account for any observed increase in costs. Using this information, together with economic and enrollment data, GEA will forecast probable expenditures for the various institutions and the system as a whole under scenarios of growth, stability, and attrition. The

forecasts will be used to identify possible shifts in expenditures which might significantly impact certain institutions or alter the cost of the system as a whole. SRA also will estimate any cost saving or increase which might result from closure or merger of institutions, or the consolidation or transfer of major academic units.

Under this contract, the Mississippi R & D Center, at no cost to this contract, will process the enrollment and financial data according to a timetable to be mutually agreed upon between the R & D Center Director, Dr. James Meredith, Dr. Jack Foster, Project Director for SRA, and Dr. Harold Hovey, an Associate of SRA who will do the work on this Task. Specifically, the R & D Center will enter historical enrollment and financial data on the eight universities and the junior colleges in Mississippi beginning with the base year 1975, apply the data programming logic developed by SRA, produce output tables, and make any corrections in output as may be requested by SRA or the Board of Trustees based upon examination of preliminary data runs. SRA will be responsible for all assumptions made and conclusions drawn, and the R & D Center will assume responsibility only for the technical assistance in data manipulation as described above.

As part of TASK 2.0, SRA will provide consultant services to the staff of the Board of Institutions of Higher Learning to help them design a methodology for forecasting future enrollments on a continuing basis. The permanent system may require some alteration in current data collection, formatting, or data aggregation. Since a permanent system should not be shaped by data limitations of the past, and those data limitations may be such that they cannot be remedied within the time constraints of this contract, we may not be able to use the permanent methodology to make the enrollment projections needed for the current study. However, under this contract, we will provide up to five days of on-site consultation by Dr. Gary Barnes to the Board staff to help them with the development and installation of a suitable enrollment projection model.

Project Staff: Dr. Harold Hovey and Dr. Gary Barnes, with assistance from IHL and R&D Center staff.

### TASK 3.0 ANALYSIS OF LEGAL ISSUES

A review of relevant case and statutory law including such matters as transfer of title to university property in the event of a closure or merger of institutions; constraints on liquidation of instructional buildings and equipment purchased with federal grant funds; termination of employees; trust funds and endowments; bonded indebtedness; student records and rights; and related issues. The analysis will be illustrative, not exhaustive.

Project Staff: James Tait, Attorney at Law, with assistance from the Attorney General's office and other relevant state and university officials.

Research will be used to identify possible shifts in expenditures which might significantly impact certain institutions or affect the cost of the program as a whole. BSA also will estimate any cost savings or increases which might result from closure or merger of institutions, or the consolidation or transfer of major academic units.

Under this contract, the Massachusetts R & D Center, at no cost to this contract, will process the enrollment and financial data according to a methodology to be mutually agreed upon between the R & D Center Director, Dr. Harold Hovey, Dr. Jack Foster, Project Director for BSA, and Dr. Harold Hovey, an Associate of BSA who will do the work on this task. Specifically, the R & D Center will enter historical enrollment and financial data on the eight universities and the factor colleges in Massachusetts beginning with the base year 1975, apply the data programming logic developed by BSA, produce output tables, and make any corrections in output as may be requested by BSA or the Board of Trustees based upon examination of preliminary data runs. BSA will be responsible for all assumptions made and conclusions drawn, and the R & D Center will assume responsibility only for the technical assistance in data manipulation as described above.

As part of TASK 2.0, BSA will provide consultant services to the staff of the Board of Institutions of Higher Learning to help them design a methodology for forecasting future enrollments as a continuing basis. The present system for reporting enrollment data is current data collection, formatting, or data aggregation. Since a permanent system should not be shaped by data limitations of the past, and since data limitations may be such that they cannot be remedied within the time constraints of this contract, we may not be able to use the permanent methodology to make the enrollment projections needed for the current study. However, under this contract, we will provide up to five days of on-site consultation by Dr. Gary Barnes to the Board staff to help them with the development and installation of a suitable enrollment projection model.

Project Staff: Dr. Harold Hovey and Dr. Gary Barnes, with assistance from BSA and R&D Center staff.

TASK 2.0 ANALYSIS OF LEGAL ISSUES

A review of relevant case and statutory law dealing with matters as transfer of title to university property in the event of a closure or merger of institutions; constraints on liquidation of institutional buildings and equipment; contracts with federal grant funds; termination of employment; trust funds and endowments; bonded indebtedness; student records; and rights and related matters. The analysis will be illustrative, not exhaustive.

Project Staff: James E. Attorney at Law, with assistance from the Attorney General's Office and other relevant state and university officials.

TASK 4.0 ASSESS ALTERNATIVES TO CONSOLIDATION OR CLOSURE OF INSTITUTIONS WHICH CAN HELP CONTAIN THE COST OF HIGHER EDUCATION

SRA will explore various alternative approaches or strategies to containing the growing cost of higher education. Among other things, SRA will examine the desirability and feasibility of placing the entire university system under a single administrative authority as a means by which the state could exercise a greater measure of control over program duplication and program cost. Information for this Task will be gathered through interviews with various opinion leaders in Mississippi, persons knowledgeable about the effectiveness of centralized administration in other states (e.g., North Carolina, Georgia, Wisconsin), and a review of the literature on the subject.

Project Staff: Dr. Jack D. Foster in lead role, with other project staff assisting with the interviews.

TASK 5.0 NON-FISCAL ISSUES TO BE RESOLVED IN A MERGER OR CLOSURE

SRA will prepare a summary of the many complications which have arisen when a college has been closed or merged with another institution and, therefore, must be anticipated when such a decision is under consideration. The intent of this task is to clearly set forth the experience others have had in attempting to close or merge a college. We will use all available research and writing on the subject as a major source of information. We will augment this research with interviews with state and university officials in Tennessee, Virginia, Georgia, Arkansas and Oklahoma to learn about their attempts to close predominantly black institutions, or merge them with predominantly white institutions, within the last several years. In this task SRA will address such issues as access, black heritage, economic impact on local communities, alumni concerns, ability to absorb students on other campuses, and related issues.

Project Staff: Dr. Jack Foster will be the lead staff, with assistance from other SRA project staff.

TASK 6.0 FINAL REPORT AND BRIEFINGS

SRA will prepare a technical report of the results of our work on Tasks 1.0 through 5.0 and our findings on the questions addressed by the study. SRA also will prepare an Executive Summary of the technical report suitable for general distribution to members of the legislature and other interested parties. SRA will prepare 30 photocopies of the technical report and one (1) reproduceable copy of the technical report and executive summary, delivered to the Board of Trustees on or before contract completion date. Dr. Foster, Project Director, will meet at regular intervals, at times to be mutually agreed upon, with Dr. E.E. ~~Trash~~ and the

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TASK 4.1: ASSESS ALTERNATIVES TO CONSOLIDATION OR CLOSURE OF INSTITUTIONS WHICH CAN MAINTAIN THE COST OF HIGHER EDUCATION

SEA will explore various alternative approaches or strategies to containing the growth cost of higher education. Among other things, SEA will examine the desirability and feasibility of placing the entire university system under a single administrative authority as a means by which the state could exercise a greater measure of control over program expansion and program cost. Information for this task will be gathered through interviews with various opinion leaders in Mississippi, persons knowledgeable about the effectiveness of centralized administration in other states (e.g., North Carolina, Georgia, Wisconsin), and a review of the literature on the subject.

Project Staff: Dr. Jack D. Foster in lead role, with other project staff assisting with the interviews.

TASK 5.0: NON-FISCAL ISSUES TO BE RESOLVED IN A MERGER OR CLOSURE

SEA will prepare a summary of the many complications which have arisen when a college has been closed or merged with another institution and, therefore, must be anticipated when such a decision is under consideration. The intent of this task is to clearly set forth the experience others have had in attempting to close or merge a college. We will use all available resources and writing on the subject as a major source of information. We will suggest this research with interviews with state and university officials in Tennessee, Virginia, Georgia, Arkansas and Oklahoma to learn about their attempts to close predominantly black institutions, or merge them with predominantly white institutions, within the last several years. In this task SEA will address such issues as access, black heritage, responsibility to local communities, alumni concerns, ability to absorb students on other campuses, and related issues.

Project Staff: Dr. Jack Foster will be the lead staff, with assistance from other SEA project staff.

TASK 6.0: FINAL REPORT AND EVALUATION

SEA will prepare a technical report of the results of our work on Tasks 1.0 through 5.0 and our findings on the questions addressed in the study. SEA also will prepare an Executive Summary of the technical report suitable for general distribution to members of the legislature and other interested parties. SEA will prepare 50 photocopies of the technical report and one (1) reproducible copy of the technical report and executive summary, delivered to the Board of Trustees on or before contract completion date. Dr. Foster, Project Director, will meet at regular intervals, at times to be mutually agreed upon, with Mr. E.C. Frazee and the

Board of Trustees to report on progress of the study and, at the appropriate time, to discuss tentative findings. Other project staff will participate in briefings as appropriate.

Project Staff: All SRA team members, and other consultants as appropriate.

Board of Trustees to report on progress of the study and, if the  
appropriate time, to discuss tentative findings. Other project staff will  
participate in briefings as appropriate.

Project Staff: All IMA team members, and other consultants as  
appropriate.

EXHIBIT B  
General Terms and Conditions

**1. Termination of Contract for Cause.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner as determined by the Board of Trustees its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Board of Trustees shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Consultant under this Contract shall, at the option of the Board of Trustees, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Board of Trustees for damages sustained by the Board of Trustees by virtue of any breach of this Contract by the Consultant, and the Board of Trustees may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Board of Trustees from the Contractor is determined.

**2. Termination for Convenience of Department of Planning and Policy.** The Board of Trustees may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 1 above shall, at the option of the Board of Trustees, become its property. If the Contract is terminated by the Board of Trustees as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear the total services of the Consultant covered by the Contract, less payments of compensation previously made.

**3. Changes.** The Board of Trustees may, from time to time with the approval of the prime sponsor, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Board of Trustees and the Consultant, shall be included in written amendments to this Contract.

**4. Right to Require Refinement.** The Board of Trustees reserves the right to require the Consultant, upon reasonable notice, to submit detailed work plans for, or to refine provisions relating to, any activities and work to be performed under this Contract. Consultant agrees to provide such work plans and/or refinements within a reasonable time. No costs pertaining to

EXHIBIT B  
General Terms and Conditions

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill its timely and proper manner as determined by the Board of Trustees its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Board of Trustees shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, notes, photographs, and reports or other material prepared by the Consultant under this Contract shall, at the option of the Board of Trustees, become the property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Board of Trustees for damages sustained by the Board of Trustees by virtue of any breach of this Contract by the Consultant, and the Board of Trustees may withhold any payments to the Consultant for the purpose of offset until such time as the exact amount of damages has been determined by the Board of Trustees from the Contractor is determined.

2. Termination for Convenience of Department of Planning and Policy. The Board of Trustees may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 1 above shall, at the option of the Board of Trustees, become the property, at the option of the Board of Trustees, as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear the total services of the Consultant covered by the Contract, less payments of compensation previously made.

3. Changes. The Board of Trustees may, from time to time with the approval of the prime sponsor, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Board of Trustees and the Consultant, shall be included in written amendments to this Contract.

4. Right to Suspend Retention. The Board of Trustees reserves the right to suspend the Consultant, upon reasonable notice, to suspend detailed work plans for, or to suspend provisions relating to, any activities and work to be performed under this Contract. Consultant agrees to provide such work plans and/or provisions within a reasonable time. No costs pertaining to

such activities or work shall be chargeable as project costs until the Board of Trustees approves such plan or refinement.

**5. Nondiscrimination.** During the performance of this Contract the Consultant agrees that it will comply with:

(a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352; 42 U.S.C. 2000d), which prohibits the discrimination on the basis of race, color, sex, or national origin, in programs or activities receiving federal financial assistance.

(b) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance.

The Age Discrimination Act of 1975 enacted as an amendment to the Older American Act (P.L. 94-135), which prohibits reasonable discrimination based on age in the delivery of services and benefits supported with federal funds.

**6. Assignability and Subcontracting.** The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Board of Trustees thereto; provided however, that claims for money due or to become due to the Consultant from the Board of Trustees under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Board of Trustees. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Board of Trustees. Any work or services subcontracted hereunder shall be specified by written contract and shall be subject to each provision of this Contract.

**7. Interest of Consultant and Consultant's Employees.** The Consultant covenants that neither it nor its employees presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

**8. Findings Confidential.** Except as may be provided by the Scope of Services any reports, information, data, etc., given to or prepared by or assembled by the Consultant under this Contract which the Board of Trustees requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Board of Trustees.

**9. Officials Not to Benefit.** No member of or Delegates to the Congress of the United States of America, and no Resident Commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

such activities or work shall be classified as project costs until the Board of Trustees approves such plan or refinement.

7. **Reclassification.** During the performance of this Contract, the Consultant agrees that it will comply with:

(a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352; 42 U.S.C. 2000B), which prohibits the discrimination on the basis of race, color, sex, or national origin, in programs or activities receiving Federal financial assistance.

(b) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.

The Age Discrimination Act of 1975 enacted as an amendment to the Older American Act (P.L. 94-152), which prohibits reasonable discrimination based on age in the delivery of services and benefits supported with Federal funds.

8. **Assignability and Subcontracting.** The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Board of Trustees thereof; provided however, that claims for money due or to become due to the Consultant from the Board of Trustees under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Board of Trustees. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Board of Trustees. Any work or services subcontracted hereunder shall be governed by written contract and shall be subject to each provision of this Contract.

9. **Interest of Consultant and Consultant's Employees.** The Consultant covenants that neither it nor its employees presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

10. **Findings Confidential.** Except as may be provided by the scope of services any reports, information, data, etc., given to or prepared by or assembled by the Consultant under this Contract which the Board of Trustees requests to be held as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Board of Trustees.

11. **Officials Not to Benefit.** No member or Delegate to the Congress of the United States of America, and no Resident Commissioner, shall be entitled to any share or part thereof or to any benefit to arise herefrom.

10. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country. The Board of Trustees shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract, subject to approval of the Department of Labor. Any material developed from this study will be the property of the U.S. Department of Labor.

11. **Records and Audits.** The Consultant shall maintain accounts and including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Board of Trustees to assure proper accounting for all project funds, both federal and non-federal. These records will be made available for audit purposes to the Board of Trustees or its authorized representative, and will be retained for three years after the completion of the contract. In either case, Consultant agrees to cooperate with the Board of Trustees and to provide any audits, or make available for audit purposes, any books and records needed and requested by the Board of Trustees in order to fulfill any audit requirements.

12. **Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Board of Trustees. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

13. **Review of Work.** The Consultant agrees to permit and to facilitate review of its work hereunder by the Board of Trustees at Jackson, Mississippi, or at such other places as the parties hereunder may determine and to which they may mutually assent and at such time as may be mutually agreeable.

14. **Disputes.** Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Executive Director of the Board of Trustees or such person as the Director may select. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Consultant and shall be final and conclusive unless within twenty days from the date of receipt of such copy, the Consultant mails or furnishes to the Board of Trustees a written request for review. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the Contract and in accordance with the Director's

10. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country. The Board of Trustees shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract, subject to approval of the Department of Labor. Any material developed for this study will be the property of the U.S. Department of Labor.

11. Records and Audits. The Consultant shall maintain accurate and including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Board of Trustees to ensure proper accounting for all project funds, both federal and non-federal. These records will be made available for audit purposes to the Board of Trustees or its authorized representative, and will be retained for three years after the completion of the contract. In either case, Consultant agrees to cooperate with the Board of Trustees and to provide any audits, or make available for audit purposes, any books and records needed and requested by the Board of Trustees in order to fulfill any audit requirements.

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decision. This disputes provision does not preclude consideration of law questions in connection with decisions provided for herein; provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or the Director on a question of law.

**15. Contract Embodies Entire Agreement.** This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Contract shall supercede all previous communications, representations, or agreements, either verbal or written between the parties hereto.

**16. Compliance with Laws.** The Consultant shall comply with all applicable federal, state, and local laws or ordinances, and the Consultant shall save the Board of Trustees harmless with respect to any damages arising from any part done in performing any of the work embraced by this Contract.

decision. This dispute resolution does not preclude consideration of law questions in connection with decisions provided for herein; provided, that nothing in this Contract shall be construed as making final the decision of any administrative official, representative or the Director on a question of law.

17. Contract Represents Entire Agreement. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties hereto.

18. Compliance with Laws. The Consultant shall comply with all applicable Federal, state, and local laws or ordinances, and the Consultant shall have the burden of trustees compliance with respect to any matters relating to any part done in performing any of the work embraced by this Contract.

**EXHIBIT C. PROJECT BUDGET AND SCHEDULE OF PAYMENTS****PROJECT BUDGET****Personal Services**

Name	Daily Rate	Days	Total
Dr. Jack D. Foster	\$450	48	\$ 21,600
Dr. Jack Brizius	\$450	17	7,650
Dr. Harold Hovey	\$450	32	14,400
Mr. H. Milton Patton	\$450	29	13,050
Ms. Susan Foster	\$450	10	4,500
Mr. James Tait	\$450	15	6,750
Other Consultants	\$350	10	3,500
Total Personal Services		161	\$ 71,450

**Travel Costs**

Meals & Lodging (77 days x \$80 per day)	6,160
Airfare to Jackson from:	
Lexington, KY (12 trips x \$418)	5,016
Hagerstown, MD (3 trips x \$580)	1,740
Washington, DC (3 trips X \$516)	1,548
Tallahassee, FL (3 trips X \$344)	1,032
(Unknown destination of consultants)	2,500
Airfare to Lexington from:	
Hagerstown, MD (1 trip X \$328)	328
Tallahassee, FL (1 trip X \$418)	418
Washington, DC (1 trip X \$328)	328
Airfare for Itinerary to visit other states	1,000
Auto rental and taxi fares	1,217
Total Travel Cost	\$ 21,287

**Other Direct Costs**

Secretarial service, copying, telephone, office supplies and computer services	\$ 7,145
TOTAL PROJECT COST	\$ 99,882

EXHIBIT C. PROJECT BUDGET AND SCHEDULE OF PAYMENTS

PROJECT BUDGET

PERSONAL SERVICES	
Name	Daily Rate
Mr. Jack S. Foster	\$450
Mr. Jack Wilkins	\$450
Mr. Harold Hovey	\$450
Mr. H. Milton Patton	\$450
Mr. Oscar Foster	\$450
Mr. James Tait	\$450
Other Consultants	\$350
<b>Total Personal Services</b>	<b>\$3,150</b>
<b>TRAVEL COSTS</b> Airfare to Jackson from: Washington, KY (12 trips x \$410) 5,010 Lexington, VA (2 trips x \$370) 740 Washington, DC (2 trips x \$315) 630 Tallahassee, FL (3 trips x \$344) 1,032 (Unknown location of consultants) 2,500 Airfare to Lexington from: Lexington, VA (1 trip x \$328) 328 Tallahassee, FL (1 trip x \$410) 410 Washington, DC (1 trip x \$328) 328 Airfare for itinerary to visit other states 1,000 Auto rental and taxi fares 1,211 <b>Total Travel Cost</b> \$11,251	
<b>OTHER DIRECT COSTS</b> Receptical service, copying, telephone, office supplies and computer services \$ 7,142 <b>TOTAL PROJECT COST</b> \$ 25,553	

**SCHEDULE OF PAYMENT**

October 15, 1984	\$ 35,000
November 15, 1984	25,000
December 15, 1984	<del>25,000</del> 14,882
Final Payment Upon Completion	<del>14,882</del> 25,000

99,882

**ALLOCATION OF TOTAL COST BY TASK**

	1	2	3	TASKS 4	5	6	TOTAL
Personal Services	18,400	17,500	6,300	13,500	4,500	11,250	71,450
Travel	5,289	3,416	1,268	4,134	1,418	5,762	21,287
Other Direct Costs	1,840	1,750	630	1,350	450	1,125	7,145
<b>Total Costs</b>	<b>26,079</b>	<b>23,698</b>	<b>8,642</b>	<b>14,006</b>	<b>11,200</b>	<b>16,339</b>	<b>99,882</b>

*EB Wash*  
9-20-84  
9-30-84  
*JAT*

**ESTIMATED ALLOCATION OF PERSONNEL BY TASK**

	PERSONDAYS BY TASKS						
TOTAL	1	2	3	4	5	6	
Dr. Jack Foster	12	5	1	10	5	15	48
Mr. Milton Patton	15			5	5	4	29
Dr. Jack Brizius	5			5	5	2	17
Ms. Susan Foster	5				5		10
Mr. J. Tait			13			2	15
Dr. Harold Hovey		30				2	32
Other Consultants	5	5					10
<b>Total Days</b>	<b>42</b>	<b>40</b>	<b>14</b>	<b>20</b>	<b>20</b>	<b>25</b>	<b>161</b>

SCHEDULE OF PAYMENTS

Final Payment upon Completion	11,800	25,000
December 15, 1954	15,000	25,000
November 15, 1954	25,000	25,000
October 15, 1954	25,000	25,000

ALLOCATION OF TOTAL COST BY TASK

TASKS	1	2	3	4	5	6	TOTAL
Personal Services	18,400	17,500	8,300	13,800	4,500	11,250	11,450
Travel	2,289	3,416	1,868	4,154	1,418	2,765	21,287
Other Direct Costs	1,840	1,150	850	1,250	450	1,152	7,142
Total Costs	22,529	22,066	10,918	19,204	6,368	15,167	55,995

ESTIMATED ALLOCATION OF PERSONNEL BY TASK

PERSONNEL BY TASKS	1	2	3	4	5	6	TOTAL
Mr. Jack Foster	15	5	1	10	5	15	49
Mr. Milton Patton	15			5	5	4	29
Mr. Jack Reising	5			5	5	5	15
Mr. Glenn Foster	5			5	5	5	15
Mr. W. E. Lyle			15			5	15
Mr. H. W. Hovey		20				5	25
Other Consultants	5						10
Total Days	45	20	11	20	10	25	131

OCT 3 10 49

## R E S O L U T I O N

WHEREAS, Dr. E. E. Thrash, Executive Secretary and Director of the Board of Trustees of State Institutions of Higher Learning, has assumed the presidency of the national State Higher Education Executive Officers Association (SHEEO) for 1984-85; and

WHEREAS, SHEEO is comprised of executive officers with state-wide governing and coordinating responsibilities involving public institutions of higher learning from forty-eight (48) states, the District of Columbia, and Puerto Rico; and

WHEREAS, Dr. Thrash's leadership as President will provide opportunities to promote excellence in higher education; and

WHEREAS, Dr. Thrash holds the second longest tenure in SHEEO; and

WHEREAS, Dr. Thrash has served sixteen (16) years as Executive Secretary and Director of the Board of Trustees of State Institutions of Higher Learning; and

WHEREAS, Dr. Thrash's service to the Board of Trustees and to SHEEO has furthered the quality of higher education throughout the state and nation; and

WHEREAS, Dr. Thrash's nationally recognized role as President of SHEEO brings prominence to the State of Mississippi and to its public institutions of higher learning;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of State Institutions of Higher Learning of the State of Mississippi does hereby commend Dr. E. E. Thrash for his election as President of SHEEO and for his leadership of the Board of Trustees, of SHEEO, and of public higher education throughout the state and nation;

BE IT FURTHER RESOLVED, that this resolution be spread upon the minutes of the Board of Trustees and that a copy of this resolution be forwarded to Dr. E. E. Thrash.

Adopted this twentieth day of September, 1984.

