

OFFICE OF CHIEF ACADEMIC OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
July 18, 2024

MISSISSIPPI SCHOOL FOR MATHEMATICS AND SCIENCE

- J. Approval of the 2024-2025 Mississippi School for Mathematics and Science and the Mississippi University for Women Memorandum of Agreement

Executive Summary

The document contains the 2024-2025 Memorandum of Agreement between the Mississippi School for Mathematics and Science and the Mississippi University for Women.

Recommendation: Approval

Back-up material attached

MISSISSIPPI DEPARTMENT OF EDUCATION
GRANT SIGNATURE SHEET
P.O. BOX 771
JACKSON, MISSISSIPPI 39205

<p>1. Grantee's Name and Address</p> <p>Mississippi University for Women 1100 College Street, W-1604 Columbus, MS 39701</p>	<p>2. Grantee's Contact Person <u>Carla Lowery</u> and Telephone No. <u>(662) 329-7145</u></p> <p>3. CFDA No. _____</p> <p>4. Title of Federal Program _____</p> <p>5. Federal Award No. _____</p> <p>6. Grant Beginning, Ending Dates _____</p>
--	--

7. The following funds are obligated:

GENERAL	FEDERAL / OTHER FUNDS	TOTAL
\$4,010,210	\$3,631,000	\$7,641,210

8. The Grantee agrees to carry out tasks outlined in this grant in accordance with all provisions of this grant included herein. The following sections are attached and incorporated into this agreement:

- | | |
|--|---|
| <u> X </u> Statement of Work | <u> X </u> Reporting Requirements |
| <u> X </u> Budget Summary | <u> </u> Special Condition |
| <u> X </u> Budget Narrative | <u> </u> Travel Policy |
| <u> X </u> Standard Terms and Conditions | <u> X </u> Other: <u> Attachments 1 (budget), 2 (MOU), 3 (contract)</u> |

9. Approved for Mississippi Department of Education

Signature	Date
Name: Dr. Donna Boone Title: Chief Academic Officer	
Signature	Date
Name: Dr. Lance Evans Title: State Superintendent	
Signature	Date
Name: Ms. Ginger Tedder Title: Executive Director, MSMS	

10. Approved for Grantee

Signature	Date
Name: Ms. Carla Lowery Title: Interim Vice President of Operations/CFO, MUW	
Signature	Date
Name: Title:	

INTRODUCTION

The grant agreement between the Mississippi Department of Education (hereinafter referred to as “MDE”) and The Mississippi University for Women (hereinafter referred to as “Grantee”) is for the purpose of providing funds appropriated by the 2024 Mississippi Legislature in House Bill 1823 for the Mississippi School for Mathematics and Science (hereinafter referred to as “MSMS”). The time period of the grant will be July 1, 2024, to June 30, 2025.

STATEMENT OF WORK

The Grantee agrees to use the funds provided under this agreement to provide facilities that include office space, classrooms, dormitories, recreation areas, dining area, and general-purpose areas for students, faculty, and staff. These facilities include **Hooper Science Building, Goen Dormitory, Mary Wilson House, Frazer Dormitory, Shackelford Building, Shattuck (Performing Arts Relocation), MSMS Performing Arts Center (PAC), and Hogarth Office Suites**. Other facilities may be provided as mutually agreed upon by both parties. As may become necessary, the Grantee will provide support, expertise, and coordination with MSMS, MDE, and/or other state agencies regarding repair and renovations. The Grantee will serve as fiscal agent for the MSMS to include the processing of all financial transactions. All such transactions shall be in accordance with governing state regulations and shall be approved by the MSMS Executive Director. Expenses for MSMS shall be paid from funds available under the agreement.

The Grantee will fulfill all terms and conditions as outlined in the documents listed below. In the event of conflict between the documents, the terms contained in the later document will prevail over the terms contained in earlier documents.

Attachment 1: 2024-2025 Proposed Budget

Attachment 2: 2024-2025 Dining Services Agreement

The above documents, as well as written interpretations and grant negotiations, will govern this grant.

The MUW will provide the following support services from funds made available under this agreement upon approval of the MSMS Executive Director.

a. Personnel processing for the MSMS includes I-9 and E-Verify registration for new employees, input of new employee salary information and account information for purpose of payroll; makes any change to employee’s pay at the direction of MSMS or to the deposit account at the direction of the employee; explanation and enrollment of health insurance and PERS/retirement benefits, and explanation and enrollment into any other optional benefit. MSMS issues their employees contracts that bear the employer’s title as an employee for Mississippi School for Mathematics and Science. (See Attachment 3.) Personnel under MSMS contract and/or hiring, disciplinary, and dismissal control pursuant to this grant shall be governed by the MSMS Employee Handbook. MSMS designated counsel shall provide legal advice, counsel, and representation on MSMS personnel matters, including those which may give rise to potential adverse employment action against MSMS employees. Employment decisions are solely within the authority of the MSMS.

b. Fringe benefits for MSMS staff as those provided MUW staff to include state retirement, social security, hospital insurance, life insurance, workmen’s compensation, and unemployment insurance. Accumulation of personal and major medical leave as prescribed by State law. Accrued terminal leave payments shall be paid from funds made available to MSMS.

- c. Utilities for MSMS occupied facilities. Charges shall be appropriately prorated for those facilities that do not have meters.
- d. Printing, telephone, and postage charges shall be on a reimbursement basis and based upon specific services rendered.
- e. Routine and recurring operation and maintenance upkeep of the MSMS designated facilities. Charges shall be based upon services rendered and as budgeted in this agreement, which includes funding for the maintenance and/or repair caused by fair wear and tear of MSMS designated facilities.
- f. Food services as outlined in Attachment 2 of this agreement. Attachment 2 will be updated at the beginning of each fiscal year.
- g. Provide services such as accounting, police, library, health, recreational facility use, and others as may be negotiated.
- h. Provide financial information to the MSMS as requested by the MSMS Executive Director.
- i. Monitor the MSMS operations to ensure no obligations/expenditures exceed the line-item budget category and to notify the MSMS Executive Director in the event a budget line item is insufficient. Budget adjustments between line items may be made with the approval of the MSMS Executive Director.

MSMS funding will be reflected as Restricted Funds and any deviation from approved funding must be approved by MUW, MSMS, and MDE. Copies of the approved operating budget for each of the fiscal years covered by this agreement will become a part hereof and appended to this agreement as Attachment 1.

MSMS agrees to provide the major repair and renovation funds for facilities designated for MSMS use. Such may include residence halls, classrooms, general purpose, and/or office space for staff and faculty. MSMS will also provide funds for the maintenance, repair, and replacement costs for furniture, equipment, appliances, etc., that exceed the scope of the routine and recurring maintenance/upkeep costs described above. MSMS will also provide custodial services. MSMS is given tenant status in the MUW facilities it occupies as stated above; MUW will provide maintenance and replacement of major building systems, such as HVAC, plumbing, life safety systems, and structural components of the buildings used by MSMS.

Since grant proposals for summer or special projects are outside the scope of the normal operating budget, MSMS will apprise and coordinate with MUW the services that will be required by MUW. Such proposals should consider an administrative overhead cost amount to be provided by MUW.

The above documents, as well as written interpretations and grant negotiations, will govern this grant.

The Grantee is expected to perform all specified tasks unless otherwise notified by the department or mutually agreed upon by the Grantee and MDE.

PROGRAM REPORTING, COMPENSATION, AND FINANCIAL REPORTS

The Grantee agrees to maintain financial records, which adequately identify the source and application of funds provided under this grant. This includes information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and income.

MDE will provide to MSMS/MUW a cash advance during August of each year for operating cash. The amount shall be mutually agreed upon by the MDE and MSMS/MUW. MSMS/MUW will request the cash advance in writing. Other cash advances, if necessary, may be provided upon the request of MSMS/MUW and upon approval of MDE.

The MUW shall provide monthly financial reports to the MDE on the 15th calendar day following each month of this agreement. Such reports shall be approved by proper MUW officials and the MSMS Executive Director. Upon approval of said financial reports, MDE will replenish the cash advance to MUW for expenses as allowed under this agreement.

Reconciliation of any cash advances versus expenses shall be accomplished through the final financial report provided under this agreement.

STANDARD TERMS AND CONDITIONS

Availability of Funds

It is expressly understood and agreed that the obligation of MDE to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDE, MDE shall have the right upon ten (10) working days written notice to the Grantee, to reduce the amount of funds payable to the Grantee or to terminate this agreement without damage, penalty, cost, or expenses to MDE of any kind whatsoever. The effective date of reduction or termination shall be as specified in the notice of reduction or termination.

Changes

This agreement shall not be modified, altered, or changed except by mutual agreement by an authorized representative(s) of each party to this agreement, and must be confirmed in writing through the Mississippi Department of Education grant modification procedures.

Independent Grantee

The Grantee shall perform all services as an independent grantee and shall discharge all its liabilities as such. No act performed or representation made, whether oral or written, by Grantee with respect to third parties shall be binding on the Mississippi Department of Education.

Termination

The Mississippi Department of Education, by written notice, may terminate this grant, in whole or in part, if funds supporting this grant are reduced or withdrawn. To the extent that this grant is for services, and if so terminated, the Mississippi Department of Education shall be liable only for payment in accordance with payment provisions of this grant for services rendered prior to the effective date of termination.

The Mississippi Department of Education, in whole or in part, may terminate this grant for cause by written notification. Furthermore, the Mississippi Department of Education and the Grantee may terminate this grant, in whole or in part, upon mutual agreement.

Either the Mississippi Department of Education of the Grantee may terminate this agreement at any time by giving 30 days written notice to the other party of such termination and specifying the effective date thereof. The Grantee shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the grantee covered by the agreement, less payments of compensation previously made.

Access to Records

The Grantee agrees that the Mississippi Department of Education, or any of its duly authorized representatives, at any time during the term of this agreement, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the Grantee related to Grantee's charges and performance under this agreement. Such records shall be kept by Grantee for a period of five (5) years after final payment under this agreement, unless the Mississippi Department of Education authorized their earlier disposition. Grantee agrees to refund to the Mississippi Department of Education any overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

FERPA

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g), applies to education records of individual students held by the Agency. If Grantee has access to personally identifiable education records, Grantee shall not disclose them to anyone and upon completion of the education program and expiration of the Grant, Grantee shall destroy the records. Grantee shall comply with all applicable statutes and rules related to FERPA and education records.

Laws

This agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

Legal Authority

The Grantee assures that it possesses legal authority to apply for and receive funds under this agreement.

Equal Opportunity Employer

The Grantee shall be an equal opportunity employer and shall perform to all affirmative action and other applicable requirements. Accordingly, Grantee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, handicap, or sex in any manner prohibited by law.

Copyrights

The Grantee: (i) agrees that the MDE shall determine the disposition of the title to and the rights under any copyright by Grantee or employees on copyrightable material first produced or composed under this agreement; and, (ii) hereby grants to the MDE a royalty free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by Grantee in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent Grantee now has, or prior to the completion or full final

settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

Grantee further agrees that all material produced and/or delivered under this grant will not, to the best of the Grantee's knowledge, infringe upon the copyright or any other proprietary rights of any third party. Should any aspect of the materials become, or in the Grantee's opinion be likely to become, the subject of any infringement claim or suit, the Grantee shall procure the rights to such material or replace or modify the material to make it non-infringing.

Personnel

Grantee agrees that, at all times, the employees of Grantee furnishing or performing any of the services specified under this agreement shall do so in a proper, workmanlike, and dignified manner.

Surrender of Equipment

On termination or expiration of this agreement, Grantee shall restore all equipment furnished under this agreement to the Mississippi Department of Education in the same condition as when originally made available to Grantee, reasonable wear and tear expected. Grantee and the Mississippi Department of Education shall jointly conduct a closing inventory and Grantee shall replace or repair all equipment lost, damaged, or destroyed to make up any deficiency between opening and closing inventories.

Assignment

Grantee shall not assign or subcontract in whole or in part, its rights of obligations under this agreement without prior written consent of the Mississippi Department of Education. Any attempted assignment without said consent will be void and of no effect.

Property, Equipment, and Supplies

Property, equipment, and supplies purchased, in whole or in part, with funds provided under this agreement shall be procured, accounted for and disposed of in accordance with applicable State and Federal laws and regulations. Title to any equipment and supplies purchased under this agreement shall be vested in the grantee. In addition, please note that the intent of the program is to ensure that materials are purchased for the teachers' use during professional development, as well as upon their return to the school district. Property, equipment, and supplies are not to be purchased for school districts.

Mississippi Ethics

It is the responsibility of the Grantee to ensure that the Grantee's subcontractors comply with the Mississippi Ethics Law regarding conflict of interest. A statement attesting to said compliance shall be on file by the Grantee.

BUDGET NARRATIVE

The Mississippi Department of Education will grant the MUW an amount not to exceed **\$7,641,210** as appropriated by House Bill No. 1823 by the 2024 Mississippi Legislature, upon the availability of funds.

Attachment #1

Budget for FY25 2024-2025				(Agency-TRUST)	
	State Allocation (FY 2024)	State Allocation (FY 2025)	Room/Board (FY 2025)	Student Activity (FY2025)	TOTAL (FY 2025)
SALARIES					
SALARIES	\$3,017,181.00	\$3,120,181.00			
TOTALS-SALARIES	\$3,017,181.00	\$3,120,181.00			\$3,120,181.00
FRINGE BENEFITS					
FRINGE BENEFITS	\$999,522.12	\$1,088,830.90			
TOTALS-FRINGE BENEFITS	\$999,522.12	\$1,088,830.90			\$1,088,830.90
Employee Total	\$4,016,703.12	\$4,209,011.90			\$4,209,011.90
TRAVEL					
Academic Affairs					
<i>Faculty/Staff</i>	\$7,000.00	\$7,000.00			\$7,000.00
<i>Students</i>	\$3,000.00	\$3,000.00			\$3,000.00
Student Affairs					
<i>Staff</i>	\$2,500.00	\$3,000.00			\$3,000.00
<i>Students (Activities)</i>	\$3,000.00	\$10,000.00			\$10,000.00
<i>Athletics</i>	\$7,500.00	\$7,500.00			\$7,500.00
Admissions	\$5,000.00	\$5,000.00			\$5,000.00
Outreach					
Technology	\$1,500.00	\$1,500.00			\$1,500.00
Administrator, Miscellaneous	\$15,000.00	\$15,000.00			\$15,000.00
TOTALS-TRAVEL	\$34,500.00	\$42,000.00			\$42,000.00
CAPITAL OUTLAY-EQUIPMENT					
Computer Equipment	\$0.00	\$2,500.00			\$2,500.00
Engineering	\$0.00	\$2,500.00			\$2,500.00
Instructional Equipment	\$0.00	\$2,500.00			\$2,500.00
Office Furniture	\$5,000.00	\$10,000.00			\$10,000.00
Residence Hall Furniture					\$0.00
Misc Equipment	\$6,250.00	\$10,000.00			\$10,000.00
TOTALS-EQUIPMENT	\$11,250.00	\$27,500.00	0.00		\$27,500.00
COMMODITIES					
Supplies	\$17,000.00	\$20,000.00			\$20,000.00
Engineering Supplies	\$0.00				\$0.00
Science Supplies	\$40,000.00	\$30,000.00			\$30,000.00
Science Fair Supplies	\$6,250.00	\$6,250.00			\$6,250.00
Instructional Supplies	\$10,000.00	\$10,000.00			\$10,000.00
Textbooks	\$25,000.00	\$20,000.00			\$20,000.00
Technology Supplies	\$1,000.00	\$2,500.00			\$2,500.00
Outreach Supplies	\$10,000.00	\$10,000.00			\$10,000.00
Admissions Supplies	\$5,000.00	\$5,000.00			\$5,000.00
Printing	\$5,000.00	\$5,000.00			\$5,000.00
Student Activities Supplies	\$3,000.00	\$5,000.00			\$5,000.00
Athletics	\$3,500.00	\$5,000.00			\$5,000.00
Residence Hall Supplies	\$0.00	\$5,000.00			\$5,000.00
Food	\$747,460.00	\$1,004,387.00			\$1,004,387.00
Food (Flex Dollars/RAs)	\$3,600.00	\$3,600.00			\$3,600.00
Gasoline	\$16,000.00	\$16,000.00			\$16,000.00
Janitorial	\$5,000.00	\$5,000.00			\$5,000.00
Student Publications	\$10,000.00	\$10,000.00			\$10,000.00
Summer Pathways Program (NEW)	\$0.00	\$0.00			\$0.00
Miscellaneous	\$0.00	\$0.00			\$0.00
TOTALS-COMMODITIES	\$907,810.00	\$1,142,737.00			\$1,182,212.00
CONTRACTUAL					
Miscellaneous (Annual Fees, etc.)	\$20,000.00	\$20,000.00			\$20,000.00
Copiers	\$17,000.00	\$17,000.00			\$17,000.00
Millenium (Technology Support)	\$28,600.00	\$30,000.00			\$30,000.00
Software	\$45,000.00	\$45,000.00			\$45,000.00
Residence Halls		\$0.00			\$0.00
Student Activities	\$2,500.00	\$2,500.00			\$2,500.00
Instructional	\$2,500.00	\$2,500.00			\$2,500.00
PSAT		\$0.00			\$0.00
Admissions	\$1,500.00	\$1,500.00			\$1,500.00
Outreach		\$0.00			\$0.00
Travel (non MSMS employees)	\$3,000.00	\$3,000.00			\$3,000.00
Postage	\$5,000.00	\$5,000.00			\$5,000.00
Phones	\$15,000.00	\$15,000.00			\$15,000.00
Utilities	\$170,000.00	\$170,000.00			\$170,000.00
Maintenance/Repair	\$10,000.00	\$10,000.00			\$10,000.00
Building Maintenance Fee (MUW)	\$113,000.00	\$113,000.00			\$113,000.00
Health Fee (MUW)	\$42,075.00	\$42,075.00			\$42,075.00

	State Allocation (FY 2024)	State Allocation (FY 2025)	Room/Board (FY 2025)	Student Activity (FY2025)	TOTAL (FY 2025)
Library Fee (MUW)	\$42,075.00	\$42,075.00			\$42,075.00
Accounting Fee (MUW)	\$32,000.00	\$32,000.00			\$32,000.00
Security Fee (MUW)	\$32,000.00	\$32,000.00			\$32,000.00
Wellness Facility Fee (MUW)	\$10,250.00	\$10,250.00			\$10,250.00
Janitorial	\$2,000.00	\$2,000.00			\$2,000.00
Staff Development	\$14,000.00	\$14,000.00			\$14,000.00
Cable	\$500.00	\$500.00			\$500.00
Counseling Services	\$12,000.00	\$12,000.00			\$12,000.00
Administrative	\$76,038.00	\$76,038.00			\$76,038.00
TOTALS-CONTRACTUAL	\$696,038.00	\$697,438.00			\$697,438.00
TOTAL TRANSFERS					
GRAND TOTALS	\$5,676,301.12	\$6,118,686.90	\$175,000.00	\$31,000.00	\$6,158,161.90
State Appropriation:	\$5,715,088.00	\$6,141,210.00	Total Income:	\$6,347,210.00	
			Total Budgeted:	\$ 6,158,161.90	
STATE FUNDING SOURCES					
General Funds	\$3,990,088	\$4,010,210.00	Difference:	\$189,048.10	
Educational Enhancement (EEF)	\$725,000	\$1,131,000.00			
Education Improvement Trust	\$1,000,000	\$1,000,000.00			
*Capital Expense Funds (Facilities)		\$1,500,000.00			
*The capital expense funds will be used to make repairs to MSMS facilities but are not being included as part of the general budget. These funds will be kept in a separate facilities repair account to be used this school year					

Attachment #2

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement"), is entered into as of this 18th day of November, 2022, by and between MISSISSIPPI UNIVERSITY FOR WOMEN, a non-profit educational institution ("Client"), and SODEXO MANAGEMENT, INC., a New York corporation ("Sodexo"). Sodexo and Client shall be known individually as a "Party" and collectively as the "Parties". The Parties agree as follows:

ARTICLE I PURPOSE OF THIS AGREEMENT

1.1 Purpose of Agreement. This Agreement sets forth the terms and conditions upon which Client provides Sodexo the exclusive right to manage the Services for Client's students, faculty, staff, employees, visitors and guests at the Premises.

1.2 Independent Contractor. Sodexo shall be an independent contractor and shall retain control over its employees and agents. Nothing in this Agreement shall be deemed to create a partnership, agency, joint venture or landlord-tenant relationship.

1.3 Previous Agreements. Client and Sodexo previously entered into an agreement dated June 16, 2017, and subsequent amendments (collectively, the "Previous Agreement"), concerning the scope of Services to be provided by Sodexo as set forth in Section 1.1 herein. This Agreement supersedes the Previous Agreement and any and all other previous agreements relating to the subject matter as specified in Section 1.1 herein. Notwithstanding the foregoing, any invoiced and unpaid amounts due to Sodexo under the Previous Agreement shall remain due and payable.

ARTICLE II DEFINITIONS

2.1 Accounting Period. A period of a calendar month, twelve (12) of which shall constitute an accounting year.

2.2 Branded Concepts. Food and beverage systems operated by Sodexo through national and regional third party license agreements or franchise agreements, subcontracts, or through Sodexo's own in-house trademarked brands.

2.3 Catering. Food and beverage service for meetings, conferences, dinners, parties and other functions requested by Client or a third party.

2.4 Charge. A fee established by Sodexo for goods or services provided by Sodexo.

2.5 Expendable Equipment. Any expendable item used in the preparation and service of meals such as pots, pans, and cooking and serving utensils used in the Food Service.

2.6 Food Service. The preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises as hereinafter set forth. Food Service shall include the following: Resident Dining Program, Retail Program, Catering, and Vending Service as hereinafter described.

2.7 Gross Sales. All sales of food, beverages, goods, merchandise and services in the Food Service, including sales taxes.

2.8 Invoiced Amount. The invoiced amounts to Sodexo for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services. Many of Sodexo's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Sodexo based on Sodexo's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Sodexo.

2.9 Net Sales. Gross Sales excluding sales taxes and other applicable taxes.

2.10 Premises. Client's Services facilities located at 1100 College Street in Columbus, Mississippi 39701.

2.11 Services. Food Service and Vending Service as further defined in this Agreement.

2.12 Smallwares. Dishware, glassware, flatware, utensils and similar items used in the Food Service.

2.13 Vending Service. The management of automatic vending machines to sell food, beverages, confections and such other authorized products ("Vending Machine Products") at locations approved by Client.

ARTICLE III TERM AND TERMINATION

3.1 Term. The term of this Agreement is ten (10) years ("Initial Term"), commencing on January 1, 2023 and continuing through December 31, 2032.

Notwithstanding the foregoing, in the event this Agreement expires, and Sodexo continues to provide the Services, this Agreement shall continue thereafter in accordance with the existing terms and conditions in effect as of the expiration date (including any financial adjustment 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.

Client and Sodexo agree to participate in Expectations Sessions, in accordance with Exhibit A, attached, throughout the term of this Agreement with a minimum of one (1) per contract year.

3.2 Termination for Cause. 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.

3.3 Termination without Cause. Either Party may terminate this Agreement, in whole or in part, at any time, without Cause, upon no less than ninety (90) days' prior written notice to the other Party.

Client may terminate this Agreement in the event that funds appropriated by the legislature become unavailable.

3.4 Effect of Termination. Commencing with the date notice of termination is issued by either Party and continuing through Sodexo's final day of operations, the following provisions shall apply:

A. Sodexo shall provide Client with an invoice and supporting documentation of all outstanding amounts owed. Client shall pay such invoice within forty-five (45) days.

B. In the event this Agreement is terminated or expires, Sodexo shall not be responsible for the provision of Services scheduled to occur after the termination or expiration of this Agreement.

ARTICLE IV SERVICES TO BE PERFORMED

4.1 Services. Sodexo shall provide the Services for Client as hereinafter set forth. Upon notification from Client of its intent to enter into an exclusive pouring rights agreement with a soft drink provider, Sodexo will, at the commencement of the next semester, abide by the terms of the pouring rights agreement implemented by Client, at no additional charge to Client.

4.2 Resident Dining Program. The following meal plans selected by Client shall be available to resident dining patrons:

Resident Dining Plans:

Meal Plan A	Unlimited Access plus \$200 Flex/semester
Meal Plan B	Block 14/week plus \$275 Flex/semester
Meal Plan C	Block 10/week plus \$375 Flex/semester
Meal Plan D	Block 8/week plus \$425 Flex/semester
Meal Plan E	Commuter Plan \$125 Flex/semester
Meal Plan F	High School Meal Plan, 19 meals per week

Sodexo shall have exclusivity to Meal Plan points usage.

Client grants Sodexo the exclusive right to provide Client with meals related to meal plans, debit card points, and flex points for Client to resell to its students, faculty and staff at a specified rate per meal or daily rate.

A. Seconds Policy. Unlimited servings of all food and beverage items, with the exception of steak/gourmet night entrees and special event menus, shall be available to resident dining patrons under the following conditions:

1. Sodexo may limit resident dining patrons to one (1) portion of each food item and two (2) beverages the first time through the serving line. Resident dining patrons who do not exit the dining area may return to the serving line or other designated areas for seconds.

2. All food obtained by resident dining patrons from the serving line must be consumed within the dining area, unless an approved to-go container is used.

B. Serving Style. Except for variations agreed to by both Parties, all resident dining meals shall be served cafeteria-style. Sodexo encourages occasional variations from this style, provided that planning and implementation of variations are coordinated with Sodexo in advance.

C. Menus and Prices. Sodexo shall recommend prices to be charged for food and beverages served in the resident dining facilities, and shall prepare menus and establish quantities and portions to be served.

D. Special Diets. Sodexo shall supply any medically required special diets for resident dining patrons when prescribed and approved in writing by a medical doctor or nurse practitioner and Client. If the cost of a special diet exceeds normal meal cost, the patron shall pay the difference in cost.

4.3 Retail Program. Sodexo shall provide retail products at the Premises and at such other locations as Client and Sodexo shall agree.

A. Vending Service. Sodexo shall install and operate, or engage others to install and operate, vending machines for food, beverages, confections and similar products at locations approved by Client. Client shall furnish, without charge to Sodexo, water and electricity (including circuits), water lines and outlets, for operation of vending machines.

B. Branded Concepts. Sodexo shall operate the Branded Concepts at Client's Premises under the conditions set forth below.

1. Sodexo shall control all aspects of the Branded Concepts, including menus, recipes, pricing, staffing and hours of operation.

2. Representatives of the licensor, franchisor or subcontractor of the Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.

3. Sodexo shall notify Client at least twenty (20) days in advance of any termination or expiration of a license agreement, franchise agreement or subcontract related to a Branded Concept. Sodexo and Client shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of this Agreement.

4. Upon termination or expiration of this Agreement, Sodexo shall remove the equipment related to the Branded Concepts in accordance with the terms of the applicable license or franchise agreements.

5. At commencement of this Agreement, Sodexo shall operate or cause to be operated the following Branded Concepts with the applicable fees:

- a. Subway
- b. We Proudly Serve Starbucks

C. Retail and Concession Prices. The initial prices charged by Sodexo for food and other products served by Sodexo in the retail and cafeteria operations shall be reasonable and competitive with prices charged in comparable establishments in the geographic area of the Premises for comparable products, similarly prepared and of like quality

and portion. No less than annually, Sodexo shall adjust pricing to reflect the increase in the Consumer Price Index-Food Away From Home.

D. Catering Functions. Prices for Catering functions, including but not limited to Client or third party functions, shall be established by mutual agreement of the Parties. Client shall be responsible for collection of amounts due for Catering functions. Sodexo shall prepare and submit invoices to individuals or groups served by Sodexo at Catering functions, which invoices shall provide for payment to Client. Sodexo shall invoice Client weekly for such functions.

E. Pouring Rights. Pouring Rights. Sodexo agrees that upon written request from Client to exclusively use a national soft drink provider of its choice and, Sodexo will, at the beginning of the next semester or term, to exclusively offer the Client's soft drink of choice, at no additional charge to Client.

ARTICLE V EMPLOYEES

5.1 Sodexo Employees.

A. Sodexo shall recruit, hire, train, supervise, direct, and, if necessary, discipline, transfer and discharge management and non-management employees working in the Services. All personnel employed by Sodexo shall at all times and for all purposes be solely in the employment of Sodexo. Sodexo shall provide management employees to supervise all Food Service employees.

B. Sodexo employees will be required to abide by all University health and safety policies, including but not limited to the University's tobacco use policy, drug and alcohol policy and weapons policy.

C. Any Sodexo employees involved in purchasing with any state of Mississippi funds will be required to follow state purchasing regulations in the procurement of goods and services.

D. Client will provide Sodexo with training materials and/or documents to assist in explaining University policies that apply to Sodexo employees and Sodexo will provide the training materials and/or documents to its employees.

5.2 Sodexo Non-management Employees. All non-management Food Service employees shall be Sodexo employees and shall be compensated directly by Sodexo. Sodexo shall consider Client's employee policies and practices when establishing policies and practices for Sodexo employees.

5.3 Personnel Obligations. Sodexo shall withhold all applicable federal, state and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms.

5.4 Equal Opportunity and Affirmative Action Employer. Neither Party shall discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation, genetic information, veteran status, or any other basis protected by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment

related activities concerning the Services employees. Each Party affirms that it is an equal opportunity employer. The staffing, promotion, placement or assignment of employees who work on this account must be done without any preference or limitation based on race, color, religion, sex, age, national origin, disability, sexual orientation, ancestry, citizenship, pregnancy, marital status and gender identity, genetic information, veteran status, or any other basis protected by applicable law. This obligation applies to the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Sodexo's employees. Under no circumstances shall Sodexo permit a request or suggestion by a client to place a particular employee in an account to override Sodexo's non-discrimination policy.

In addition, Sodexo affirms that it is an affirmative action employer. With respect to this Section 5.4, Sodexo shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, Executive Order 11246; Rehabilitation Act of 1973; Vietnam Era Veterans Readjustment Assistance Act of 1974; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act; and any additions or amendments thereto.

5.5 E-Verify. Sodexo represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Sodexo agrees to maintain records of such compliance, and upon request of the State, to provide a copy of each such verification to the State. Sodexo 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. Sodexo understands and agrees that any breach of these warranties may subject Sodexo 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 Sodexo 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 cancellation/termination, Sodexo would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

ARTICLE VI PREMISES, SANITATION, EQUIPMENT, MAINTENANCE AND INVENTORIES

6.1 Client's Facility Obligations. Client shall be responsible to provide Premises and equipment for the Services, including but not limited to, kitchen equipment, suitably furnished office space, fire extinguishing equipment, and a safe for the temporary holding of funds. Client shall also be responsible to provide at the Premises: electricity, gas, water and other utilities, ventilation, security service, telephone service (including installation and local telephone billings), pest extermination and control, window cleaning (including power washing as necessary), new equipment, replacement of inoperable or worn equipment, maintenance and repairs, refuse removal, painting and decorating. In addition, Client shall open and maintain internet protocol and port connections necessary to operate time and attendance applications. Notwithstanding the foregoing, Sodexo shall (i) pay its long distance telephone billings.

With respect to the Vending Service, Client shall provide utilities and utility lines needed for the proper operation of the vending machines to the location of each machine. The utility lines shall be ready for connection (with all proper hardware) to the vending machines; however, the actual connection of the machines to the utility lines shall be made by Sodexo. Client shall (i) permit only authorized Sodexo personnel to change, remove or tamper in any way with any of the machines; (ii) permit interruption of utilities' services only in cases of emergency; and (iii) promptly notify Sodexo of any interruption of utilities' services and any functional failure of any of the vending machines or any other conditions that might affect operation thereof. In addition, Client shall provide, without charge for the use thereof, an adequate amount of reasonably located space which may be secured and locked for Sodexo's use for storage of Vending Machine Products, and of cleaning and sanitation equipment.

6.2 Condition of Premises and Equipment. The Premises and equipment provided by Client for use in the Services operation shall be in good condition and maintained by Client to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the workplace or the Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of Client and shall be at the Client's expense. The foregoing provisions shall survive the termination of this Agreement.

6.3 Sanitation. Client shall be responsible for any costs involved in setting up and cleaning the Premises for functions not managed by Sodexo. The responsibilities of the Parties with respect to the usual and customary cleaning and sanitation of the Services areas of the Premises shall be as follows:

A. Food Preparation, Storage and Serving Areas. Sodexo shall be responsible for housekeeping and sanitation in food preparation, storage and serving areas, including equipment in such areas. Client shall clean walls above shoulder height, ceilings, ceiling fixtures, air ducts and hood vent systems (per local ordinance).

B. Customer Dining and Traffic Areas. Sodexo shall clean the floors, tops of tables and seats of chairs and wipe up spillage and breakage that occurs in dining areas during serving periods. Unless otherwise provided in this Section, Client shall be responsible for extensive cleaning in customer traffic areas, including, dining areas and floors in front of serving counters, which shall include stripping and waxing of floors at least twice per year.

C. Refuse. Sodexo shall transport refuse to designated collection areas.

D. Vending Areas. Sodexo shall be responsible for the cleanliness and sanitation of vending machines. Client shall be responsible for housekeeping and sanitation in areas where vending machines are installed.

6.4 Equipment.

A. Food Service Equipment. Sodexo and Client have inventoried Client's Food Service equipment. Upon termination of this Agreement, Sodexo shall surrender such inventory of equipment to Client.

B. Capital Equipment. Except for Sodexo's Investment set forth in Section 7.5, Client shall provide capital equipment as required for the Services. In the event Client requests Sodexo to purchase equipment on Client's behalf for Client's facility, any equipment purchases made pursuant to this Section shall be billed at the price quoted by Sodexo and paid by Client separate from the financial arrangement detailed in Article VII.

C. Equipment Failure. If electrical or equipment failure cause the loss of refrigerated or frozen products, Client shall reimburse Sodexo for such loss based on invoice cost of the products, so long as Sodexo takes reasonable and proper care to minimize losses, up to and including, moving the refrigerated or frozen products to working refrigeration equipment in same building, if applicable. If Client's dishmachine equipment becomes inoperative for reason other than Sodexo's negligence, Client shall reimburse Sodexo for the cost of disposable items used in lieu of reusable items within seventy-two (72) hours after the dishmachine equipment becomes inoperative, except in cases of a power outage or until the dishmachine equipment becomes operative, whichever occurs first.

6.5 Maintenance. Client shall, at Client's expense, provide maintenance personnel and outside maintenance services, parts and supplies required to properly maintain the Premises and Client-owned equipment.

6.6 Inventory of Smallwares and Expendable Equipment. Client and Sodexo have jointly inventoried all Smallwares and Expendable Equipment, if any, owned by Client and have agreed as to required inventory levels. Any inventories below agreed upon levels shall be brought up to such levels at Client's expense. If at any time Sodexo is to provide additional Service(s), Client shall be responsible to increase, at Client's expense, inventories required for the additional Service(s). Sodexo shall maintain required inventory levels. All inventories, including replacements, shall be owned by Client.

6.7 Inventories of Food, Beverages, Goods and Supplies. Sodexo shall purchase and own inventories of food, beverages, goods, merchandise and supplies. Inventory for the Vending Service shall be owned by Sodexo.

6.8 Vehicle. Sodexo shall provide a vehicle for use in the Food Service. Sodexo shall be responsible for the vehicle's gas, oil, maintenance, repair, and automobile liability insurance. This provision shall survive termination of this Agreement.

6.9 Meal Program Identification System. Client shall be responsible for all costs related to the electronic meal program identification system, including hardware, software, and on-going supplies. In the event Sodexo is requested by Client to manage the electronic meal program identification system for Client, Client shall reimburse Sodexo for such costs. Sodexo shall be responsible for all point of sale equipment.

ARTICLE VII FINANCIAL ARRANGEMENTS

7.1 Resident Dining Program.

A. Resident Dining Rates. The following resident dining rates shall be in effect for the 2023 Spring semester, pending approval of the Board of Trustees of Mississippi Institutions of Higher learning:

Scale Increments		Meal Plan A	Meal Plan B	Meal Plan C	Meal Plan D
		Unlimited Access +	14 meals per week +	10 meals per week +	8 meals per week +
From	To	\$200 Flex per Semester	\$275 Flex per semester	\$375 Flex per semester	\$425 Flex per week
131	150	\$ 19.13	\$ 19.13	\$ 19.13	\$ 19.13
151	170	\$ 18.31	\$ 18.31	\$ 18.31	\$ 18.31
171	190	\$ 17.58	\$ 17.58	\$ 17.58	\$ 17.58
191	210	\$ 16.91	\$ 16.91	\$ 16.91	\$ 16.91
211	230	\$ 16.30	\$ 16.30	\$ 16.30	\$ 16.30
231	250	\$ 15.75	\$ 15.75	\$ 15.75	\$ 15.75
251	270	\$ 15.24	\$ 15.24	\$ 15.24	\$ 15.24
271	290	\$ 14.76	\$ 14.76	\$ 14.76	\$ 14.76
291	310	\$ 14.33	\$ 14.33	\$ 14.33	\$ 14.33
311	330	\$ 13.93	\$ 13.93	\$ 13.93	\$ 13.93
331	350	\$ 13.55	\$ 13.55	\$ 13.55	\$ 13.55
351	370	\$ 13.20	\$ 13.20	\$ 13.20	\$ 13.20
371	390	\$ 12.88	\$ 12.88	\$ 12.88	\$ 12.88
391	410	\$ 12.57	\$ 12.57	\$ 12.57	\$ 12.57
411	430	\$ 12.28	\$ 12.28	\$ 12.28	\$ 12.28
431	450	\$ 12.01	\$ 12.01	\$ 12.01	\$ 12.01

Scale is based on participants in Meals Plans A, B,C, and D each semester.

Meal Plan E \$125.00/semester
Meal Plan F \$ 13.00/day*

Any unused Flex Dollars and Declining Balance shall carry over from Fall to Spring semester. At the end of each Spring semester, any unused Declining Balance shall expire and be remitted by Sodexo to Client, and any unused Flex Dollars shall expire and shall be for Sodexo's account.

Rates for Meal Plans A, B, C and D are for each resident dining patron for each day with a minimum number of two hundred ten and two hundredths (210.02) days required each academic year.

*Rates for Meal Plan F are for each MSMS student, resident and staff dining patron for each day with a minimum number of two hundred thirty-seven and ninety-five hundredths (237.95) days required each academic year.

B. Partial Service Days. Charges for partial service days at the beginning or end of an academic term or vacation period shall be based on a fraction of the daily resident dining rate to be prorated on a daily basis as follows:

Breakfast:	1/3 of rate
Breakfast & Lunch:	2/3 of rate
Lunch & Dinner:	3/4 of rate
Dinner:	1/2 of rate

C. Guest Meals In Resident Dining Facilities. Prices for guest meals purchased in resident dining facilities shall be as follows:

Breakfast:	\$ 8.25 plus tax, if applicable
------------	---------------------------------

Lunch: \$10.25 plus tax, if applicable
Dinner: \$10.25 plus tax, if applicable

D. Unscheduled Service Charges. For services not included in the resident dining rate, such as service on Freshmen Days, between semesters, commencement and the summer session, Sodexo shall provide Food Service at mutually agreed upon times and rates, to be mutually agreed upon in writing.

E. Mississippi School for Math and Science. Sodexo shall provide Food Service to the Mississippi School for Math and Sciences ("MSMS") at the rate of Thirteen Dollars (\$13.00) per day per student and resident staff.

F. Summer Meal Rates. Sodexo shall provide Food Service for the 2023 summer period at the following rates:

Summer 10 Meal Plan	\$15.75 per person per day
Summer 19 Meal Plan	\$18.70 per person per day

7.2 Retail Program and Commissions.

A. Cash Collection. Sodexo shall retain all cash receipts realized from the retail program and shall pay all operating expenses associated with the retail program. Any profit or loss shall be for Sodexo's account.

B. Commission. Sodexo shall pay Client a commission as follows:

Guest Meal Sales	8% of Net Sales
Client and Third Party Functions	5% of Net Sales
Client and Third Party Conferences	5% of Net Sales
Declining Balance (DCB)	8% of Net Sales
Retail Sales	8% of Net Sales
Vending Sales	12% of Net Sales
Meal Plan F	8% of Net Sales

1. Sodexo shall prepare a statement of sales and the commission for each Accounting Period and shall submit such statement with any payment due to Client for such Accounting Period.

2. Sodexo shall pay the commission due to Client at the appropriate settlement time; however Sodexo may first offset against such commission any past due amounts owed by Client to Sodexo, including interest charges pending any unresolved Client disputed charges as reported to Sodexo.

7.3 Invoicing Procedures.

A. Meal Plan Billing. Sodexo shall submit invoices to Client at the end of each week, for the resident dining program based on the number of meal plan participants for the period. Sodexo shall submit all other billings to Client as incurred. Payment shall be due within forty-five (45) days after date of invoice.

B. At the end of each week, Sodexo shall invoice Client for all Catering functions and any other non-resident dining program meals and services provided during such period. Payment shall be due within forty-five (45) days after date of invoice.

C. Client agrees that all third party Catering events shall be administered in accordance with Sodexo's policies for payment and collection. If Client requests that Sodexo deviate from such policies, Client shall be liable to Sodexo for any outstanding receivables related thereto. Client shall pay any such outstanding amounts within forty-five (45) days after date of invoice.

D. Client shall pay interest on any unpaid amount not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law. Upon termination of this Agreement, all outstanding amounts, including all accrued and unpaid interest, shall become immediately due and payable.

E. Sodexo shall have the right to apply all payments made by Client under this Agreement as Sodexo deems appropriate.

Sixty (60) days immediately after the date of invoice, all amounts invoiced shall be considered final.

7.4 Right of Offset. At any time when Client is past due on any payment obligations to Sodexo, Sodexo shall have the right, after giving notice with a written accounting of past due amounts to Client, to offset all or any portion of such outstanding receivables or any other sums due Sodexo from Client, from any amounts owed by Sodexo to Client or from any Client funds being held by Sodexo.

7.5 Investment. Sodexo shall purchase equipment for the Food Service operation in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) ("Investment"). Sodexo shall amortize the Investment on a straight-line basis over the remaining Initial Term of this Agreement, commencing with the date the equipment is placed in service. Such amortization shall be charged as an operating expense of the Food Service. Sodexo shall own the Investment. Upon complete amortization of the Investment, ownership of the Investment shall transfer from Sodexo to Client.

If prior to the complete amortization of the Investment any of the following events occur:

- (i) this Agreement expires or is terminated in whole or in part;
- (ii) this Agreement is amended and such modification has an adverse economic impact on Sodexo; or
- (iii) Sodexo's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then Client shall reimburse Sodexo, on the expiration date, or within five (5) days after receipt by either Party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (ii) or (iii) above, the unamortized portion, and shall thereafter own the equipment.

7.6 Catering Fund. Sodexo will provide a presidential catering fund in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) each year to be used for various catering activities as determined by Client. Any unused catering funds at the end of each calendar year shall expire. Upon the expiration or termination of the Agreement, any unused funds shall be for Sodexo's account and Sodexo shall have no further obligation as it relates to this Section 7.6.

7.7 Maintenance and Repair Fund. Commencing January 1, 2023, and each year thereafter during the Term of this Agreement, Sodexo shall accrue funds in the amount of Fifteen Thousand Dollars (\$15,000.00) to be used towards the maintenance and repair of Food Service equipment as mutually agreed upon by the Parties (hereinafter the "Maintenance and Repair Fund"). Unused funds shall roll over from year to year. In the event this Agreement expires or is terminated for any reason prior to the completion of any calendar year, Sodexo shall have no further obligation under this Section 7.7 and any funds accrued and unused shall be for Sodexo's account.

7.8 Statements and Records. Sodexo shall submit operating statements to Client for each Accounting Period and shall maintain books and records in accordance with generally accepted accounting principles. The operating statements submitted by Sodexo may reflect certain internal charges and allocations which are applied on a consistent basis to Sodexo Campus Services accounts. Operating statements shall also include balance and activity information on Investment, catering, and maintenance and repair Funds. Client, at its expense, reserves the right to audit all operating statements and records.

ARTICLE VIII FINANCIAL ADJUSTMENTS

8.1 Change in Conditions and/or Service Requirements.

A. Conditions. The financial terms set forth in this Agreement and other obligations assumed by Sodexo hereunder are based on conditions in existence on the date Sodexo commences operations, including by way of example, utilization of Sodexo's procurement program; Client's student population; labor; food and supply costs and Charges; applicable taxes; applicable laws; the scope of Services; and Client's policies and practices. In addition, Sodexo has relied on representations regarding existing and future conditions made by Client in connection with the negotiation of this Agreement. In the event of a change in the conditions or the inaccuracy of any representation made by Client, the financial terms and other obligations assumed by Sodexo hereunder shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.

B. Service Requirements. If Client (i) requires expansion of or reduction in the scope of Services, (ii) changes the use of Sodexo's procurement program and/or (iii) requests (a) any change in the use of disposables (i.e., from non-biodegradable products to biodegradable products); (b) use of specialty products (e.g., use of locally produced products or supplies, organic products, etc.); or (c) additional management/resource personnel to conduct a specific function unrelated to the Services, and such change or request results in an increase or decrease in costs, Charges or expenses to Sodexo, Sodexo's compensation shall be adjusted by an amount equal to the projected change in costs, Charges or expenses plus a mutually agreed upon amount for contribution to supporting overhead and profit from the date at which the change or request took effect.

8.2 Adjustments.

A. The financial arrangement set forth in this Agreement shall be adjusted to reflect additional costs incurred by Sodexo (i) in connection with the implementation of any local, state, or federal legislation or other legal requirements, including, but not limited to, the requirements found in the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act of 2010; or (ii) increases in benefit costs paid by Sodexo on behalf of covered employees, including, but not limited to, certain paid leave as mandated by

applicable federal, state, or local laws. The adjustment to the financial arrangement shall be effective from the date the events of (i) and/or (ii) occur or take effect.

B. Commencing on August 1, 2023, and annually thereafter, the meal plan rates and other meal rates shall be increased by the percentage increase in the Consumer Price Index - Food Away From Home, averaged for the prior twelve (12) month period.

ARTICLE IX GENERAL TERMS AND CONDITIONS

9.1 Taxes

A. Sodexo and Client shall each bill, collect and remit sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. Sodexo shall bill and collect sales and use taxes, if applicable, on purchases or fees billed to Client. Client shall be responsible for remittance of any taxes collected by Sodexo and given to Client.

B. If additional sales or use or any other transaction related taxes are assessed against the Services operation, Client shall reimburse Sodexo for such assessment and any interest and penalties related to such assessment upon receipt of an invoice from Sodexo; except that Client shall not be responsible for any assessment attributable to Sodexo's negligent failure to timely submit any known tax filing or report. Sodexo shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of this Agreement.

C. Client acknowledges that it is tax exempt.

9.2 Compliance with Law.

A. Each Party shall comply with all applicable laws, ordinances, rules and regulations relating to Services sanitation, safety and health and, as applicable to a Party, obtain and maintain required licenses and permits as necessary. Each Party shall cooperate with the other to accomplish the foregoing.

B. Client shall provide Sodexo and its subcontractors access to all facilities, data closets, and points of demarcation necessary to install and extend Sodexo-provided internet circuits to Sodexo point-of-sale equipment ("Sodexo POS Equipment"). Sodexo will obtain, store, utilize, process and transmit data in accordance with all applicable laws and current Payment Card Industry Data Security Standards ("PCI Standards"). Sodexo will maintain security of the Sodexo POS Equipment and associated cardholder data environment and will implement reasonable security measures including network firewalls and anti-virus / anti-malware solutions. Where technologically feasible, Sodexo will deploy currently available Point-to-Point Encryption (P2PE) technologies. Sodexo will validate compliance with current PCI Standards, using Sodexo's internal audit staff, in accordance with the guidelines set forth by Sodexo's acquiring bank.

9.3 Insurance. The Parties shall maintain insurance as follows:

A. Workers' Compensation Insurance. Each Party shall maintain workers' compensation coverage as required by state law and Employers' Liability in the amount of One Million Dollars (\$1,000,000.00) each accident covering all of its employees.

B. Commercial General Liability Insurance. Sodexo shall maintain during the term of this Agreement, Commercial General Liability Insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of Sodexo under this Agreement and, upon request, shall provide Client with a certificate evidencing such policies. The insurance policies shall contain a provision whereby the insurer(s) shall provide thirty (30) days' notice of cancellation in accordance with the provisions of the policy. Client and the Board of Trustees of State Institutions of Higher Learning shall be named as an additional insured under Sodexo's policies of insurance defined in this Section 9.3.B to the extent Client is indemnified pursuant to Section 9.4. Such additional insured status may be granted by blanket additional insured provision.

C. Property Insurance. Client shall maintain, or cause to be maintained, a system of coverage (either through purchased insurance, self-insurance, or a combination thereof) to keep the buildings, including the Premises, all property contained therein and Client's other property insured against loss or damage by fire, explosion or other cause normally covered by special causes of loss form and builders risk property insurance policies.

9.4 Indemnity. Sodexo shall indemnify, defend and hold Client and the Board of Trustees of the Institutions of Higher Learning of the State of Mississippi harmless from any and all third-party claims, actions, lawsuits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, resulting solely from Sodexo's material breach of the Agreement and/or the negligence or willful misconduct of Sodexo or its employees or agents. Any provisions of the Agreement which require Client to indemnify Sodexo or any other third parties in any way are deleted in their entirety. See Miss. Op. Att'y Gen., Stringer (January 25, 2006). Client shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with Client to the degree and within the parameters required under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, et seq. Client is an entity of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to Miss. Code Ann. § 11-46-1, et seq., and any action against Client shall be filed in accordance with and subject to the limitations contained therein.

9.5 Purchasing/Non-Sodexo Approved Vendors. Client acknowledges that Sodexo shall utilize its own supplier network for the provision of food, beverages, supplies and services in the performance of its obligations hereunder. Client understands that Sodexo has entered into agreements with many vendors and suppliers of products and services which (i) give Sodexo the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products and/or services purchased by Sodexo for or on behalf of Client. Client shall not require Sodexo to use products and/or services from non-Sodexo approved vendors.

9.6 Sodexo Trade Secrets and Proprietary Rights.

A. During the term of this Agreement, Sodexo may grant to Client a nonexclusive right to access certain proprietary materials of Sodexo, including menus, signage, Services survey forms, software (both owned by and licensed to Sodexo), and similar items regularly used in Sodexo's business operations ("Proprietary Materials"). In addition, Client may have access to certain non-public information of Sodexo, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Sodexo's business operations ("Trade

Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by Client), or (ii) any information which was available to Client on a non-confidential basis from a source other than Sodexo, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Sodexo.

Except as required by the Mississippi Public Records Act of 1983 (Miss Code Ann. § 25-61-1, et seq.), Client shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of the Agreement. Client shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo. All Proprietary Materials and Trade Secrets shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of the Agreement. Without limiting the foregoing, Client specifically agrees that all software associated with the operation of the Food Service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to Sodexo and not Client. Furthermore, Client's access or use of such software shall not create any right, title interest, or copyright in such software, and Client shall not retain such software beyond the termination of the Agreement. Any signage, servicemark or trademark proprietary to Sodexo shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination of this Agreement. In the event of any breach of this provision, Sodexo may seek appropriate legal remedies. However, Client cannot specifically agree that Sodexo shall be entitled to relief. This provision shall survive termination of the Agreement.

B. Sodexo owns data related to the campus population which will be turned over to the Client upon termination of the Agreement. Upon expiration or earlier termination of the Agreement, Sodexo agrees that Client may elect to have Sodexo migrate the data to a Client computer at no cost to Client, or for Sodexo to provide the data to Client in a usable format at no cost to Client.

C. Client shall not disseminate any Proprietary Materials or disclose any of Sodexo's Trade Secrets, directly or indirectly, during or after the term of this Agreement. Client shall not photocopy or otherwise duplicate any such material without the prior written consent of Sodexo. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of Sodexo and shall be returned to Sodexo immediately upon termination or expiration of this Agreement.

D. Without limiting the foregoing, Client specifically agrees that all software associated with the operation of the Services, including without limitation, menu systems, food production systems, accounting systems, and other software, is owned by or licensed to Sodexo and not Client. Furthermore, Client's access or use of such software shall not create any right, title, interest, or copyright in such software, and Client shall not retain such software beyond the termination of this Agreement. Data processed by the software shall remain the property of Sodexo; however, at Client's request, upon termination or expiration of this Agreement Sodexo shall provide Client with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.

E. The provisions set forth in this Section 9.6 shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, Sodexo shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

9.7 Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party, except that either Party may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of such Party.

9.8 Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other Party as follows:

To Client: Mississippi University of Women
Attention: Mark Ellard
Vice President of Finance and Administration/Chief
Financial Officer
100 College Street
Columbus, Mississippi 39701

and: Mississippi University for Women
Attention: Karen Clay
University Counsel
1100 College Street, W Box 1600
Columbus, Mississippi 39701

To Sodexo: Sodexo Management, Inc.
Attention: Jim Fjelstul
COO, Universities North America, West
706 River Down Road
Georgetown, Texas 78628

and: Sodexo Management, Inc.
Attention: Law Department
9801 Washingtonian Boulevard
Gaithersburg, Maryland 20878

and/or to such other persons or places as either of the Parties may hereafter designate in writing. All such notices shall be effective when received or refused except in the case of overnight delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

Any request issued by Sodexo to change the Sodexo U.S. mailing address for check payments or to change the Sodexo bank account for U.S. electronic wire or ACH payments will only be communicated in writing by a Sodexo Authorized Officer (Treasurer or Assistant Treasurer). If during the Term of this Agreement, Client receives such a request, prior to taking any action Client shall verify the validity of such request by contacting the Sodexo Accounts Receivable Department directly via one of the methods below.

Email: AccountsReceivable.NorAm@Sodexo.com
Phone: 1-866-372-3160
Fax: 716-568-8408
Website: <https://us.sodexo.com/contact.html>

9.9 Catastrophe. Neither Sodexo nor Client shall be liable for failure to perform its respective obligations under this Agreement when such failure is caused by fire, explosion,

water, act of God, civil disorder or disturbance, strike, vandalism, war, riot, sabotage, pandemic, weather and energy related closing, governmental rules or regulations, failure of third parties to perform their obligations with respect to the Services, or like causes beyond the reasonable control of either Party, or for real or personal property destroyed or damaged due to such causes.

Notwithstanding the foregoing, Sodexo shall continue to provide the Services during a catastrophe as described above, as such Services may be modified by mutual agreement of the Parties based on existing conditions or the nature of the catastrophe, and to the extent that the safety and welfare of Sodexo's employees are not jeopardized. Client shall reimburse Sodexo for any Client-approved additional costs, Charges, and expenses incurred by Sodexo in providing the Services, or modified Services, for the duration of the catastrophe, in accordance with the terms of this Agreement.

9.10 Construction and Effect. The article and section headings used herein are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation.

9.11 Entire Agreement. This Agreement contains all agreements of the Parties with respect to matters covered herein, superseding any prior agreements and all other contractual commitments and/or documentation. Any exhibits referred to herein are made a part of this Agreement by reference; however, in the event of a conflict between the terms of such exhibit or any other document incorporated herein and the terms of this Agreement, the terms of this Agreement shall govern unless an exhibit or other incorporated document expressly states that the exhibit or incorporated document (or a provision of the exhibit or incorporated document) supersedes the conflicting provision contained in this Agreement.

9.12 Amendments to Agreement. All provisions of this Agreement shall remain in effect throughout the term hereof unless the Parties agree, in a written document signed by an authorized signatory of both Parties, to amend, add or delete any provision. Email correspondence shall not qualify as a written document signed by an authorized signatory.

9.13 Waivers and Approvals. The waiver or approval by either Party of or under any term or condition of this Agreement at any time shall not be deemed a waiver or approval unless provided in writing by an authorized representative of the waiving or approving Party.

9.14 Severability. The determination by any court of competent jurisdiction that any provision of this Agreement or the application of any provision of this Agreement is invalid, illegal or unenforceable to any extent shall not affect the validity, legality and enforceability of the remaining provisions of this Agreement so long as the removal or unenforceability of such provision does not materially affect the economic or legal rights, interest or intentions of the Parties. If such removal or unenforceability does materially affect the economic or legal rights, interest or intentions of the Parties, then the Parties shall negotiate in good faith to amend this Agreement so as to maintain the original intent of the Parties as closely as possible. If the Parties are unable to reach agreement within sixty (60) days after the issue is first raised by either Party, then the affected Party (or either Party if both Parties are affected) may terminate this Agreement upon written notice to the other Party.

9.15 Authority. Each individual executing this Agreement, on behalf of or as a representative of a Party, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such Party and that this Agreement is binding upon Client and Sodexo in accordance with its terms.

9.16 Regulations and Access. Client may make reasonable regulations for use and occupancy of the Premises and shall give Sodexo written notice thereof. Client's authorized representatives shall have access to the Premises at all times. Client grants Sodexo approval to use in performance of its Services on the Premises all promotional, informational or marketing activities or materials, including the names, trademarks, logos and symbols of Sodexo in order to provide the customer the complete Sodexo Experience.

9.17 Dispute Resolution. If a dispute should arise between the Parties with respect to their obligations hereunder or the interpretation of this Agreement, prior to the commencement of any legal action, the Parties agree to meet and confer in good faith on all matters of common interest on all controversies, claims or disputes ("Dispute") which materially affect the performance of either Party under this Agreement. As soon as a Dispute is recognized by either Party, such Party shall communicate the substance of the Dispute to each Party's primary contact. Once a Dispute has been raised, the primary contacts shall make all reasonable efforts to reach a resolution within two (2) weeks after the Dispute has been identified. If the Dispute cannot be resolved between the Parties' respective primary contacts, then the Parties shall submit such matters to their respective executive management, who shall make all reasonable efforts to reach a resolution within thirty (30) days after the Dispute has been referred to them. The foregoing, however, shall not prevent or limit either Party's right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief.

9.18 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard for that state's choice of law principles.

9.19 Confidentiality. The terms and conditions of this Agreement are confidential. Client and Sodexo represent and warrant to each other that each Party shall maintain the confidentiality of the terms and conditions of this Agreement, subject to the Mississippi Public Records Act. However, such restriction shall not prohibit either Party from disclosing the existence of the relationship, term of this Agreement or the projected sales volume related to the terms of this Agreement.

9.20 Electronic Signatures. The Parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the Parties to the terms and conditions stated herein.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date indicated in the first paragraph or the first day of the Term, whichever is sooner.

MISSISSIPPI UNIVERSITY OF WOMEN

SODEXO MANAGEMENT, INC.

By: Mark D. Ellard
Mark D. Ellard (Nov 29, 2022 11:49 CST)
Mark Ellard
Vice President for Finance and President
Administration, CFO

By: Ronald J. Guillory
Ronald J. Guillory (Nov 29, 2022 12:10 CST)
Ronald Guillory
Senior Vice President

EXHIBIT A
EXPECTATIONS SESSIONS

Expectations Sessions

Expectations Sessions are **annual** meetings requiring the attendance of all key stakeholders who have an interest in the Services under this Agreement. Expectation Sessions shall be held regularly throughout the contract term with at least one per contract year.

Objectives:

1. Sodexo shall share customer/Client satisfaction results, financial performance, successes and challenges from the previous year.
2. Client expectations from the previous session shall be reviewed and expectations moving forward shall be established.
3. Once Sodexo has identified the current Client expectations, Sodexo shall develop a proposed plan of initiatives, strategies and innovations for the upcoming year. This plan ensures that Sodexo is aligning its service delivery with the expectations of Client.

Participants:

The Parties shall mutually agree upon the participants for each Expectations Session.

AMENDMENT

MISSISSIPPI UNIVERSITY FOR WOMEN

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated April 30, 2024, is between MISSISSIPPI UNIVERSITY FOR WOMEN ("Client") and SODEXO MANAGEMENT, INC., a New York corporation ("Sodexo").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain Management Agreement, dated November 18, 2022, as amended ("Agreement"), whereby Sodexo manages the Services for Client's students, faculty, staff, employees, visitors and guests at 1100 College Street in Columbus, Mississippi 39701; and

WHEREAS, the Parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

- Section 7.1.A is deleted in its entirety and the following substituted therefor:

"A. Resident Dining Rates. The following resident dining rates shall be in effect for the 2024-2025 academic year:

Scale Increments		Meal Plan A	Meal Plan B	Meal Plan C	Meal Plan D
From	To	Unlimited Access + \$200 Flex per Semester	14 meals per week + \$275 Flex per Semester	10 meals per week + \$375 Flex per Semester	8 meals per week + \$425 Flex per week
131	150	\$21.69	\$21.69	\$21.69	\$21.69
151	170	\$18.66	\$18.66	\$18.66	\$18.66
171	190	\$19.94	\$19.94	\$19.94	\$19.94
191	210	\$19.17	\$19.17	\$19.17	\$19.17
211	230	\$18.48	\$18.48	\$18.48	\$18.48
231	250	\$17.86	\$17.86	\$17.86	\$17.86
251	270	\$17.28	\$17.28	\$17.28	\$17.28
271	290	\$16.74	\$16.74	\$16.74	\$16.74
291	310	\$16.25	\$16.25	\$16.25	\$16.25
311	330	\$15.79	\$15.79	\$15.79	\$15.79
331	350	\$15.36	\$15.36	\$15.36	\$15.36
351	370	\$13.94	\$13.94	\$13.94	\$13.94
371	390	\$14.61	\$14.61	\$14.61	\$14.61
391	410	\$14.26	\$14.26	\$14.26	\$14.26
411	430	\$13.92	\$13.92	\$13.92	\$13.92
431	450	\$13.62	\$13.62	\$13.62	\$13.62
		Meal Plan E		\$131.00/semester	
		Meal Plan F		\$ 15.75/per person per day	

Any unused Flex Dollars and Declining Balance shall carry over from Fall to Spring semester. At the end of each Spring semester, any unused Declining Balance shall expire and be remitted by Sodexo to Client, and any unused Flex Dollars shall expire and shall be for Sodexo's account.

Rates for Meal Plans A, B, C and D are for each resident dining patron for each day with a minimum number of two hundred ten and two hundredths (210.02) days required each academic year.

*Rates for Meal Plan F are for each MSMS student, resident and staff dining patron for each day with a minimum number of two hundred thirty-seven and ninety-five hundredths (237.95) days required each academic year."

2. Section 7.1.C is deleted in its entirety and the following substituted therefor:

"C. Guest Meals in Resident Dining Facilities: Prices for guest meals purchased in resident dining facilities shall be as follows:

Breakfast:	\$ 9.40 plus tax, if applicable
Lunch:	\$11.65 plus tax, if applicable
Dinner:	\$11.65 plus tax, if applicable"

3. Section 7.1.F is deleted in its entirety and the following substituted therefor:

"F. Summer Meal Rates. Sodexo shall provide Food Service for the 2024 summer period at the following rates:

Summer 10 Meal Plan	\$16.54 per person per day
Summer 19 Meal Plan	\$19.64 per person per day"

4. Section 9.8 is amended to reflect changes in the notification addresses to Sodexo as follows:

"To Sodexo: Sodexo Management, Inc.
Attention: Moses DeBord
COO, Campus North America
6121 Marble Mill Place
Frederick, Colorado 80516

and: Sodexo Management, Inc.
Attention: Suite 1500 - Law Department
915 Meeting Street
North Bethesda, Maryland 20852
Email: SodexoLawDept.USA@sodexo.com"

5. All capitalized terms used herein shall have the same meanings set forth in the Agreement unless otherwise expressly provided in this Amendment.

6. This Amendment is effective July 25, 2024, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

MISSISSIPPI UNIVERSITY FOR WOMEN

SODEXO MANAGEMENT, INC.

DocuSigned by:
Carla Lowery
By: 0695CCAC9AF843F...
Carla Lowery
Interim Vice President of Operations/CFO

DocuSigned by:
Ronald Guillory
By: 9A11321577AD405...
Ronald Guillory
Senior Vice President

Attachment # 3

**CONTRACT OF EMPLOYMENT WITH
THE MISSISSIPPI SCHOOL FOR MATHEMATICS AND SCIENCE
FOR LICENSED EMPLOYEES**

This agreement is made and entered into as of the dates indicated below, by and between **Thomas Grayson Easterling** (employee), and The Mississippi School for Mathematics and Science (employer or MSMS), with the employee having been duly elected and approved for employment by the Mississippi State Board of Education (SBE).

This agreement provides:

That the employee will be employed by the employer for the scholastic year(s) 2024-2025 and shall hold the position of **Director for Academic Affairs**.

That employee will be employed for **240 days** during said scholastic year. And that employee shall be available to perform assigned duties beginning **July 1, 2024, and ending June 30, 2025**, or otherwise, as may be amended by the employer due to an emergency or other good cause in accordance with the policies of the employer.

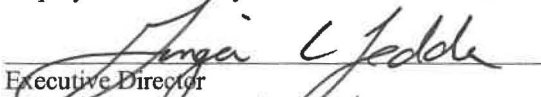
That the employee will perform assigned duties during the school term. And that the school term will consist of 180 days and will commence and end on dates established in accordance with the policies of the employer.

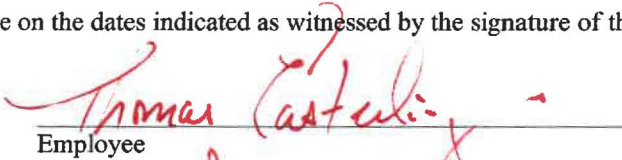
That the employee agrees to reassignment during the school term to any area for which a valid license is held.

That in consideration for the duties performed under this agreement, the employer agrees to compensate the employee with an annual salary of _____, which shall be paid on a basis as determined by the Mississippi State Board of Education. And that the annual salary is established in accordance with the policies of the employer and based on an amount from the Adequate Education Program scale for the appropriate license and years of experience of the employee and an amount from the local salary supplement scale of the employer, and/or an amount from the employer as compensation for which other duties are to be performed by the employee. The school district may reduce the employee's state minimum salary by a pro rata daily amount to comply with the employer's furlough provisions provided in statute. The payment of such salary is conditioned upon the availability of adequate education funds provided for salaries. Employee's salary shall be payable in accordance with applicable state and federal law and the Constitution of the State of Mississippi, in equal monthly installments beginning in the first month of employment, regardless of the number of days worked in any particular month by the employee. If employee fails to complete the contractual obligation and receives any overpayment, employee shall become liable immediately to the school board of the employer for the sum of all amounts received in payment less the corresponding amount of any compensation paid for which service has been rendered, plus interest accruing at the current Stafford Loan rate at the time employee discontinues service.

This contract shall be subject to all applicable policies, resolutions, rules and regulations of the employer, the Mississippi Educator Code of Ethics and Standard of Conduct adopted by the state Board of Education, and the laws of the State of Mississippi, copies of which are available from the Executive Director's office. This contract is subject to being terminated immediately prior to the end of the school year by an Interim Superintendent appointed by the State Board of Education in a District of Transformation established pursuant to Miss. Code Ann. §§37-17-6 and/or 37-17-13.

This contract of employment has been executed in duplicate on the dates indicated as witnessed by the signature of the employee and the duly authorized Executive Director.


Executive Director
Date 5/29/24


Employee
Date 29 May 2024

The employer does not discriminate on the basis of sex, race, religion, color, national origin, age or handicap.

NOTE: In accordance with state law, if the employee should arbitrarily and willfully breach this contract and abandon his or her employment without first being released by the school board of the school district, then the school board may recommend to the Mississippi State Board of Education that the teaching license of the employee be suspended for a period of one(1) scholastic year.