



**UNIVERSITY SYSTEM  
OF GEORGIA**

**Board of Regents' August 6, 2020 - Committee Meetings' Agenda**

- 9:00 AM           Track I Committee Meetings: Academic Affairs  
Regent Erin Hames
- Track I Committee Meetings: Organization & Law  
Regent Don L. Waters
- 10:30 AM         Track II Committee Meetings: Internal Audit, Risk, and Compliance  
Regent Philip A. Wilheit, Sr.
- Track II Committee Meetings: Real Estate & Facilities  
Regent Samuel D. Holmes
- Intercollegiate Athletics Committee  
Regent Sarah-Elizabeth Langford Reed

**AGENDA**  
**COMMITTEE ON ACADEMIC AFFAIRS**  
**AUGUST 6, 2020**

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## **1. Establishment of a Bachelor of Business Administration with a Major in Data Intelligence and Business Analytics, University of West Georgia**

**Recommended:** That the Board approve the request of President Brendan B. Kelly that the University of West Georgia (“UWG”) be authorized to establish a Bachelor of Business Administration with a Major in Data Intelligence and Business Analytics effective August 11, 2020.

**Need/Demand:** As of October 31, 2019, there were 279 unfilled jobs for data analysts, with salaries ranging from \$52,000 to \$83,000 listed in Glassdoor.com for the 25-mile radius extending from the center of the City of Atlanta. Labor market data obtained from Jobs EQ indicates the total employment for Georgia has increased by 287 jobs over the past three years. A number expected to increase by another 186 jobs over the next 7 years displaying growth at an annual average rate of 2.2%. When adding the number of employees exiting the profession through attrition the total demand as of 2020Q1 is 859 additional employees over seven years.

The Bachelor of Business Administration with a Major in Data Intelligence and Business Analytics fills a gap in the existing curriculum opportunities at UWG. Current institution programs provide some of the program courses embedded within other existing degree programs. Students seeking coursework in data intelligence and business analytics have been required to complete double majors or complete certificate offerings. This new program provides a stand-alone degree option.

**Program Summary:** The B.B.A. with a Major in Data Intelligence and Business Analytics is a 120-hour undergraduate program housed in the Richards College of Business at the University of West Georgia. The degree provides a new path for students to directly enter the workforce with a mix of practical training, problem solving, and critical thinking often provided only at the certificate or graduate level. Graduates often will work in computer system design, company management, scientific and technical consulting services and for insurance carriers and employment services. All but three courses in the new degree program currently exist.

### **Career Placement Outlook:**

- Students who graduate with a Bachelor of Business Administration with a major in data intelligence and business analytics pursue careers in several settings including management of companies and enterprises, accounting tax preparation, payroll systems, management, scientific, and technical consulting services insurance carriers, and depository credit intermediation (JobsEQ, U.S BLS).
- Positions for graduates are anticipated to increase by 16% over the next 10 yrs. (U.S. BLS).
- In Georgia there were 6224 positions advertised over the first quarter of 2020 (JobsEQ).
- The current unemployment rate for graduates with degrees in this field in Georgia is just over 2% (JobsEQ).
- The University of West Georgia will collect and analyze career placement data on their graduates.

**1. Establishment of a Bachelor of Business Administration with a Major in Data Intelligence and Business Analytics, University of West Georgia (Continued)**

**Salary Outlook:**

- The U.S. median salary average for graduates with less than 5 years of experience and who were employed across a variety of work environments including those listed above was \$96,940 (U.S BLS).
- In general, entry starting salaries for graduates in Georgia are \$53,900 (JobsEQ) with a 5-year salary average of \$71,821 (GOSA).

**List of Similar USG Programs:** There are no other institutions in the USG that offer an undergraduate degree specifically in Data Intelligence and Business Analytics. Master's degrees are offered at Georgia State University, the University of Georgia and Kennesaw State University offers a similar program at the doctoral level. College of Coastal Georgia was recently approved to offer a Bachelor of Science in Data Analytics.

**Fiscal and Facilities:** The new program will not require additional faculty. Existing faculty have expertise and qualifications to teach the courses in the program. The program is utilizing existing space, no new classrooms are needed.

**Assessment:** Students will be assessed on learning outcomes common to all programs in the Richard College of Business every two years. Students learning will be assessed throughout the program using assessment measures such as exams, writing assignments, and internships. Additionally, students completing the B.B.A with a Major in Data Intelligence and Business Analytics will be required to complete a capstone course, ECON 4476: Senior Seminar in Data Intelligence and Business Analytics with assignments and activities designed to measure all program objectives. The program will submit a post approval review to the USG at year four and year seven to track enrollment progression and graduation rates.

## **2. Establishment of a Master of Science in Athletic Training (M.S.A.T), University of Georgia**

**Recommended:** That the Board approve the request of President Jere W. Morehead, that the University of Georgia (“UGA”) be authorized to establish a Master of Science in Athletic Training, effective August 11, 2020.

**Need/Demand:** Athletic Trainers (AT’s) are highly skilled medical professionals who work closely with physicians and other medical professionals. Currently, ATs must graduate from a nationally accredited bachelor’s or master’s program and then must pass a national accrediting examination to be considered certified athletic trainers. This practice will change by 2022, when only candidates completing an initial preparation program at the graduate level will be recognized. Athletic Training is recognized by the American Medical Association, Health Resources Services Administration, and the Department of Health and Human Services as an allied health care profession.

Student demand for Athletic Training Programs at the master’s level is expected to grow over the next 10 years as bachelor’s programs in the United States are eliminated and societal demands increase ([https://www.bls.gov/oes/current/oes\\_ga.htm#29-0000](https://www.bls.gov/oes/current/oes_ga.htm#29-0000)). By proactively seeking to develop the master’s program prior to the 2022 CAATE mandate, the University of Georgia will be better prepared to meet student demand and produce qualified graduates.

AT employment opportunities are growing at the state and national levels. Nationally, employment of ATs is projected to grow 23% from 2016-2026, which is considered much faster than average (Bureau of Labor Statistics, Department of Labor 2017). In the state of Georgia, as of 2020Q1, total employment for Athletic Trainers was 972. Over the prior three years the occupation added 159 jobs and is expected to increase by 134 jobs over the next 7 years. Employment of athletic trainers is expected to grow at 21.4% annually from 2016 to 2026 ([https://www.bls.gov/oes/current/oes\\_ga.htm#29-0000](https://www.bls.gov/oes/current/oes_ga.htm#29-0000)). As of 2020 Q1, the colleges and universities in Georgia graduated a total of 214 students.

**Program Summary:** The Master of Science in Athletic Training program is designed to prepare students to function collaboratively with physicians and other health care team members to manage acute and chronic health care problems associated with physical activity. UGA’s MSAT program is a 79-credit hour, six semester program based upon recognized state of the art education and training standards of the fields accrediting commissions. This program is a professional healthcare degree that is required to be taught entirely at the graduate level, as per CAATE Accreditation requirements.

**Program Degree Credit Hour Waiver:** Nationally, AT program semester credit hours range from 39 credit hours to 98 credit hours, all completed in no more than 6 semesters. The M.S.A.T. program is a professional healthcare degree that is required to be taught entirely at the graduate level, as per CAATE Accreditation requirements. The amount and intensity of the content required is well beyond what can be instructed during a 36 credit-hour program. In addition to professional content requirements, the CAATE requires the foundational knowledge of statistics, research design, epidemiology, pathophysiology, biomechanics, pathomechanics, exercise physiology,

**2. Establishment of a Master of Science in Athletic Training (M.S.A.T), University of Georgia (Continued)**

nutrition, human anatomy, pharmacology, public health, healthcare delivery systems, and payor systems. Clinical education is required to occur over a two-year span. The University of Georgia’s proposed MSAT program credit hour requirement aligns with the credit hour requirement of other USG MSAT approved programs.

**Career Placement Outlook:**

- Athletic Trainers (AT)pursue careers in several settings including hospitals, colleges, universities, and professional schools, offices of other health professions, physician offices, secondary schools and fitness and recreational sports centers (JobsEQ, U.S BLS).
- Positions for ATs are anticipated to increase by 19% over the next 10 yrs. (U.S. BLS).
- In Georgia there were 51 positions advertised during 2020 Q1 (JobsEQ).
- The current unemployment rate for ATs in Georgia is less than 2% (JobsEQ).
- The University of Georgia will collect and analyze career placement data on their graduates.

**Salary Outlook:**

- The median annual salary for Athletic Trainers who were employed across a variety of work environments including colleges and universities, hospitals, offices of other health practitioners was \$49,770 (U.S BLS).
- In general, average starting salaries for ATs in Georgia are \$51,300 (JobsEQ), with a 5-year salary average of \$74,395 (GOSA).

**List of Similar USG Programs:** Currently the University System of Georgia has five accredited athletic training programs.

**Table 1: Enrollment/Graduates from USG athletic programs prior three years**

Institution	AY 2017	AY 2018	AY 2019	3-Year Average
UGA				
Enrollment BS	149	114	64	109
Graduation BS	21	25	21	22.3
UNG *				
Enrollment - MS		6	8	4.7
Graduation-MS				0 *11/2017
GC&SU *				
Enrollment- MS			7	7
Graduation MS				0 *8/2016
GASOU *				
Enrollment - MS	17	22	24	21
Graduation - MS	10	11	7	9.3

QLIK/Jobs EQ \*transitioned to MSAT First cohorts

2. **Establishment of a Master of Science in Athletic Training (M.S.A.T), University of Georgia (Continued)**

**Fiscal and Facilities:** The new program will not require additional faculty. Existing faculty have expertise and qualifications to teach the courses in the program. Classes, faculty offices, and labs will be housed in the existing BS program space in Ramsey Center. Additional lab space in Russell Hall will be used. Startup costs are primarily dedicated to a one-time purchase of lab equipment.

**Assessment:** Program outcomes will be assessed on an annual basis by the program faculty. The accrediting body, the Commission on Accreditation of Athletic Training Education Programs (CAATE) imposes additional standards and guidelines that will be measured annually and aggregated periodically per accreditation cycles. Such measurements include student learning outcomes, alumni surveys, first time board pass rates and overall pass rates on the Board of Certification Examination post-graduation. The program will submit an internal review to the USG at year four and year seven to track enrollment, progression and graduation rates.

### **3. Establishment of a Master of Education with a Major in College Student Affairs, University of West Georgia**

**Recommended:** That the Board approve the request of President, Brendan B. Kelly that the University of West Georgia (“UWG”) be authorized to establish a Master of Education in College Student Affairs, effective August 11, 2020.

**Need/Demand:** The Master of Education in Professional Counseling with a concentration in student affairs was approved in 2010. According to the U.S. BLS, there will be 13, 500 openings between 2018 and 2028. The positions within Student Affairs encompass areas such as administrators, Dean/Associate Deans of Student Affairs, Health, Wellness and Student Services, Residential coordinators, Student Disability, and enrollment management.

**Program Summary:** The Master of Education with a Major in College Student Affairs has been housed within the Department of Communication Sciences and Professional Sciences for the past 7 years as a concentration and has graduated 176 students. This proposal seeks to establish the College Student Affairs program as a standalone Master of Education as opposed to a concentration within Professional Counseling. The program has recruited 20-25 students per academic year and is designed to provide students with the ability to provide a wide variety of advising skills. The program has been highly successful and will maintain the current curricular offerings of 42 credit hours.

#### **Career Placement Outlook:**

- Students who graduate with a Master of Education with a major in college student administration pursue careers primarily in colleges and universities and technical schools (JobsEQ, U.S. BLS).
- Positions for graduates are anticipated to increase nationally by 1.2% over the next 10 yrs. (U.S. BLS).
- In Georgia, there were 232 positions advertised during 2020 Q1 (JobsEQ). Of those postings, 54 were identified in the subfields of counseling and psychology with 125 in the broader category of higher education administration.
- The current unemployment rate for graduates with degrees in this field in Georgia is 1% (JobsEQ).
- The University of West Georgia will collect and analyze career placement data on their graduates.

#### **Salary Outlook:**

- The median salary average for graduates with less than 5 years of experience and who were employed across a variety of work environments including those listed above was \$92,360 (U.S BLS).
- In general, average median salaries for graduates in Georgia are \$ 88,700 (JobsEQ) with a 5-year salary average of \$ 102,900 (GOSA).

**List of Similar USG Programs:** There are two institutions in Georgia with similar programs to the M.Ed. in College Student Affairs. The two institutions most similar are Valdosta State University and the University of Georgia. Comparable programs in our region include the University of Alabama, University of Tennessee Knoxville, Clemson and Auburn.

**3. Establishment of a Master of Education with a Major in College Student Affairs, University of West Georgia (Continued)**

Table 2. **Enrollment/Graduates from USG M.Ed. with a Major in College Student Affairs Administration programs prior three years**

Institution	AY 2017	AY 2018	AY 2019	3-Year Average
Georgia Southern University				
Enrollment	138	183	206	175.7
Graduation	64	67	51	60.7
University of Georgia				
Enrollment	13	9	6	9.3
Graduation	4	7	5	5.3

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**Fiscal and Facilities:** The proposed program will not require additional faculty. Existing faculty have expertise and qualifications to teach the courses in the program. No new courses are needed for the program.

**Assessment:** The College of Education at the University of West Georgia has an extensive assessment system designed to evaluate the quality of all education programming. Student learning will be assessed at the completion of each level and includes maintenance of a 3.0 GPA, grades of “B” or better on all coursework, successful practicum experiences, course assignments, and, achieving passing scores on a comprehensive examination upon completion of the program. The program will submit an internal review to the USG at year four and year seven to track enrollment, progression and graduation rates.

#### **4. Establishment of an Occupational Therapy Doctorate, Georgia State University**

**Recommended:** That the Board approve the request of President Mark P. Becker that Georgia State University (“GSU”) be authorized to establish a Doctorate in Occupational Therapy effective August 11, 2020.

**Need/Demand:** In August 2018, the national accrediting association, ACOTE announced that from July 1<sup>st</sup>, 2027, it would only provide accreditation to doctoral level education in OT. With this mandate, the majority of the programs across the nation have been transitioning into an entry-level doctoral program. Last year, the top 10% of GSU’s accepted students declined offers for admission to the master’s program and moved to entry-level doctoral programs. In order to keep with the national trend and remain competitive at the regional and national level, it is now necessary for the GSU OT entry-level master's program to transition to an entry-level doctoral program.

Practitioners in occupational therapy have been one of the top jobs in the United States for several years, and the demand is ever increasing throughout the nation. In January 2019, US News and World Report published “The 25 Best Jobs,” and Occupational Therapist was ranked number 13. In January 2019, Glassdoor also published “50 Best Jobs in America” and Occupational Therapist was ranked number four. Given that the GSU OT program is the only public OT program within Atlanta metro area, there is greater need for the program to produce graduates to serve the demand of the metro Atlanta area and the state of Georgia. The Atlanta area has hospitals and rehabilitation facilities that employ occupational therapists. As demonstrated in Jobsite Indeed, a quick search on the website found 137 open full-time occupational therapy positions.

**Program Summary:** The new doctoral program in Occupational Therapy will prepare students to improve human lives through innovations in evidence-based clinical practice and research, delivery of occupational therapy services in interprofessional settings, unique community programming and interventions, and advocacy and leadership in occupational therapy and rehabilitation in general. The OT curriculum design is built upon “occupation” as a central concept. Progression of knowledge follows 6 threads bound together at an increasing level of complexity by an integrative course in each semester. The threads are 1) Foundational knowledge 2) Understanding the rich complexities of occupation (Individual, Family, Community, Society) 3) Using occupation as a basis of assessment and intervention 4) Investigating occupation by integrating science and therapy 5) Applying knowledge to practice and 6) Advocacy, leadership, and cultural competency.” The OTD is 110 credit hours and students apply for admissions after completion of their bachelor’s degree.

#### **Career Placement Outlook:**

- Occupational Therapists pursue careers in several settings including academic positions, clinical positions in colleges, universities and K-12 schools, and as primary clinical providers.
- Positions for OTs are anticipated to increase by 18% over the next 10 yrs (U.S. BLS).
- In Georgia there have been 281 positions advertised during 2020 Q1 (JobsEQ).
- The current unemployment rate for OTs in Georgia is at 1% (JOBSEQ).
- Georgia State will collect and analyze career placement data on their graduates.

#### **4. Establishment of an Occupational Therapy Doctorate, Georgia State University (Continued)**

##### **Salary Outlook:**

- The median annual salary for OTs who were employed across a variety of work environments including academic settings, offices of other health practitioners, medical and surgical hospital settings is was \$84,950 (JobsEQ).
- In general, average starting salaries for OT's in Georgia are \$84,600 (JOBSEQ), with a 5-year salary average of \$91,600 (GOSA).

**List of Similar USG Programs:** As a recognized educational leader in the health sciences community, BFLCNHP is proposing to become the only public university in the state of Georgia offering an innovative practitioner- focused doctorate in occupational therapy (OTD) that provides occupational therapists with advanced clinical practice, teaching and management skills. Thus, program graduates will be qualified for a diverse range of working environments that will make them leaders in the profession.

**Fiscal and Facilities:** As of Fall 2019, the OT department currently has eight full-time faculty with a comprehensive expertise Another faculty line is approved to start in Fall of 2020. Therefore, by Fall 2020, the department will have 10 full time faculty line. In full capacity, the OTM program will have 90-100 students; creating a faculty-student ration of 1:10. Once the OTD program is approved and the remaining students in the OT/M program has graduated the OT/M program will be deactivated. All the funding associated with the OT/M program will be redirected to support the OTD program.

The space currently occupied and/or used by the OT/M program will be assigned to the OTD program. This includes dedicated space of 2,458 square feet departmental offices/ administrative support and 1,348 square feet dedicated OT teaching laboratory. In addition, the OTD will have access to approximately 4,918 square feet of teaching laboratory space that is shared with the department of physical therapy. The OTD will also have access to teaching space that is shared by all programs within the college, which includes a community home health teaching laboratory, a large (100 seats) and a small (45 seats) classroom totaling 5,328 square feet. The OTD program will add a third cohort of students.

**Assessment:** Program outcomes will be assessed on an annual basis by the program faculty. Students must pass a culminating program completion examination in OT 7300. Competency Testing and Clinical review seminar is a comprehensive course that assesses student understanding of core areas of occupational therapy knowledge through case study analysis and answering open ended or selected response questions. The national accrediting body, the American Occupational Therapy Association (AOTA) Level II Fieldwork competencies will be assessed on all subcomponents of Clinical Competency. AOTA imposes additional standards and guidelines that will be measured annually and aggregated periodically per accreditation cycles. Such measurements include student learning outcomes, academic resources, operational policies, strategic plan and program assessment. The program will submit an internal review to the USG at year four and year seven to track enrollment, progression and graduation rates.

## **5. Establishment of a Ph.D. Communication Sciences and Disorders, Georgia State University**

**Recommended:** That the Board approve the request of President Mark P. Becker that Georgia State University (“GSU”) be authorized to establish a Ph.D. in Communication Sciences and Disorders, effective August 11, 2020.

**Need/Demand:** The CSD Master’s degree program at GSU, a clinical, professional degree program that trains speech-language pathologists, currently has the distinction of being the only CSD program in the Atlanta metropolitan area and is in high demand. Each year there are approximately 300 applicants to fill 30 slots. According to the Bureau of Labor Statistics employment report, the projected growth for speech- language pathology from 2016 – 2026 is 18%, much faster than the average for all occupations. This projected number is even higher for the State of Georgia at 21%. This PhD personnel shortage is due largely to a shortage of doctoral training programs; programs located in the Southeastern and Western regions of the country are particularly scarce despite the fact that disability related to strokes is highest in the South.

The state of Georgia reflects the national trend in CSD shortages both at the graduate and doctoral levels. There is a critical shortage of CSD research doctoral training programs in this state. Though every graduate represents an important addition to our discipline, the average number of doctoral students being trained currently at University of Georgia (N = 5), at less than one per year, is insufficient to meet the faculty and research needs in the state of Georgia much less the national needs.

**Program Summary:** The proposed CSD-PhD degree program will prepare and develop PhD scholars whose research experience is interdisciplinary and prepares them to publish in top tier journals, compete for federal funding, as well as to lead in their chosen research environments (i.e., universities, state education agencies, nonprofits, etc. ). The CSD-PhD will be delivered as an on-campus, face-to-face program. Courses will be held on weekdays and weekday evenings primarily but will be offered on weekends if the need arises. It is also possible that hybrid courses and distance-learning options will be developed, but this is not part of the immediate plans. Students will enroll in the program full-time and complete their degree programs in four years, five years maximum. The CSD-PhD will require 51 credit hours total.

### **Career Placement Outlook:**

- Communication Disorders/Speech language Pathologists pursue careers in several settings including academic positions, clinical positions in colleges, universities and K-12 schools, and as primary clinical providers.
- Positions for SLPs are anticipated to increase by 27% over the next 10 yrs (U.S. BLS).
- In Georgia there have been 1218 positions advertised during 2020 Q1 (JOBSEQ).
- The current unemployment rate for SLPs in Georgia is less than 1% (JOBSEQ).
- Georgia State will collect and analyze career placement data on their graduates.

**5. Establishment of a Ph.D. Communication Sciences and Disorders, Georgia State University (Continued)**

**Salary Outlook:**

- The median annual salary for SLPs who were employed in an academic setting was \$63,338-(CAPCSD, ASHA).
- The median annual salary for SLPs who primarily are serving as clinical service providers is was \$72,000 (CAPCSD, ASHA).
- In general, average starting salaries for SLPs in Georgia are \$52,000 (JOBSEQ), with a 5-year salary average of \$91,600 (GOSA).

**List of Similar USG Programs:** There are two institutions in Georgia with similar programs to the M.Ed. in College Student Affairs. The two institutions most similar are Valdosta State University and the University of Georgia. Comparable programs in our region include the University of Alabama, University of Tennessee Knoxville, Clemson and Auburn.

**Table 3 Enrollment/Graduates from USG Doctoral degrees**

Institution	AY 2017	AY 2018	AY 2019	3-Year Average
University of Georgia <sup>1</sup>	1	0	1	1
Enrollment	4	6	6	5
Graduation				
Valdosta State University <sup>2</sup>				
Enrollment	9	15	14	13
Graduation			3	

<sup>1</sup> Ph.D. with a major in Communication Sciences and Disorders

<sup>2</sup> Clinical Doctorate in Speech Language Pathology

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**Fiscal and Facilities:** The startup of the PhD program in CSD is cost-neutral, requiring no new money from the University or College. The program will be housed on the 8<sup>th</sup> floor of the College of Education on GSU's main campus. Classes will be delivered in existing classrooms on the GSU main campus by faculty in Communication Sciences and Disorders and affiliated faculty in related disciplines.

**Assessment:** The Office of Academic Affairs will work with the institution to measure the success and continued effectiveness of the proposed program. The review is in concert with the institution's schedule of comprehensive program reviews.

6. **Establishment of Endowed Position(s):**

a. **Establishment of the Leon Henri Charbonnier Endowed Chair, Augusta University**

**Recommended:** That the Board of Regents approve the request of President Brooks Keel that Augusta University (“AU”) be authorized to establish a fifth Leon Henri Charbonnier Endowed Chair effective, August 11, 2020.

**Abstract:** Augusta University has verified funding to support the addition of a fifth Leon Henri Charbonnier Endowed Chair as required by the Board of Regents Policy 8.3.2.2. The fund has a balance more than 8 million dollars.

b. **Establishment of the Ralph N. Read Chair, Georgia Institute of Technology**

**Recommended:** That the Board of Regents approve the request of President Ángel Cabrera that Georgia Institute of Technology (“GIT”) be authorized to establish the Ralph N. Read Chair, effective, August 11, 2020.

**Abstract:** Georgia Institute of Technology Foundation has verified funding of \$2 million dollars sufficient to establish this position as required by Board of Regents Policy 8.3.2.2. The chair is supported by the generosity of Jane B. Read. The Ralph N. Read Chair shall enhance the School’s ability to attract and retain eminent teacher-scholars to this senior position of academic leadership.

**Bio:** The Ralph N. Read Chair is created in memory of Ralph Newton Read. Mr. Ralph Read earned his bachelor's degree in Aerospace Engineering in 1932 from Georgia Tech, and he began his military career as an Army mail pilot. Mr. Read served in military service at the onset of World War II and was tapped to serve as pilot for high government officials including President Franklin D. Roosevelt, Army Chief of Staff General George C. Marshall, and Secretary of State Cordell Hull. Ralph Read then served a 33-year career as a commercial pilot with United Airlines. Mr. Read later worked for the Department of Transportation, the Federal Aviation Administration, and was appointed as the director of the Transportation, Aviation, and Weather Subcommittee of the Committee on Science and Transportation in the United States House of Representatives. Throughout his career, Ralph was recognized as a leader in the promotion of aviation and aerospace engineering, receiving many accolades and the respect of his peers and constituents.

**c. Establishment of the Williams Family Faculty Fund, Georgia Institute of Technology**

**Recommended:** That the Board of Regents approve the request of President Ángel Cabrera that Georgia Institute of Technology (“GIT”) be authorized to establish the Williams Family Faculty Fund effective, August 11, 2020.

**Abstract:** Georgia Institute of Technology Foundation has verified funding of \$750,000 dollars sufficient to establish this position as required by Board of Regents Policy 8.3.2.2. The Williams Family Faculty Fund is supported by the generosity of Frank E. Williams. The Williams Family Faculty Fund shall enhance the School’s ability to attract and retain eminent teacher-scholars to these positions of academic leadership.

**Bio:** Frank E. Williams, Jr., is the President of the Williams Family Foundation of Virginia. Mr. Williams is retired from Williams Industries, Inc., the heavy construction services company that he founded in northern Virginia in 1960. The company focuses on steel fabrication and erection, rigging and heavy-hauling, and equipment rental, with five subsidiaries active in various facets of the steel industry. After his retirement, Williams served on corporate boards including Williams Enterprises of Georgia, Global Power Equipment Group, Industrial Alloy Fabricators LLC, and Diamondhead Casino Corporation. He is a past member of the Alumni Trustee Board and his 40th and 50th Reunion Committees.

**d. Establishment of the Ring Family Chair, Georgia Institute of Technology**

**Recommended:** That the Board of Regents approve the request of President Ángel Cabrera that Georgia Institute of Technology (“GIT”) be authorized to establish the Ring Family Chair effective, August 11, 2020.

**Abstract:** Georgia Institute of Technology Foundation has verified funding of 2 million dollars, sufficient to establish this position as required by Board of Regents Policy 8.3.2.2. The Ring Family Chair shall enhance the School’s ability to attract and retain teacher-scholars to these positions of academic leadership.

**Bio:** Mr. Carl Ring (ME 1978) is the retired Chairman of Ring Container Technologies, one of the largest plastic container manufacturers in North America with approximately \$300 million in annual sales. The company was founded by his father in 1968, and currently employs more than 700 people in 17 cities across the U.S., Canada, and the United Kingdom. Ring Container Technologies is a part of the Ring Companies, which also includes RAPAC, a leader in eco-friendly polystyrene resins and finished products and the largest recycler of polystyrene in the U.S. In September 2017, it was announced that Ring Container and RAPAC would be acquired by MSD Partners LP, an investment business backed by Michael Dell. Mr. Carl Ring joined the Georgia Tech Foundation Board of Trustees in 2019. Carl previously served on the Georgia Tech Advisory Board from 2013 to 2019, and on the Woodruff School of Mechanical Engineering Advisory Board from 2011 to 2019. Carl Ring received the College of Engineering Distinguished Alumnus award in 2012.

e. **Establishment of Terrell Distinguished Professorship in Wildlife Management, University of Georgia**

**Recommended:** That the Board of Regents approve the request by President Jere Morehead that the University of Georgia (“UGA”) be authorized to upgrade the Terrell Professorship in Wildlife Management to the Terrell Distinguished Professorship in Wildlife Management, effective August 11, 2020.

**Abstract:** The University of Georgia Foundation has verified funding of over \$513,000 dollars sufficient to establish this position as required by Board of Regents Policy 8.3.2.2. This upgraded position is being created using funds from the sale of the Charles Terrell Memorial Timber Farm. This professorship will honor the generosity of Mr. Charles Terrell of Whigham, Georgia who in 1990 donated 1,018 acres of timberland in Grady County to the Warnell School of Forestry & Natural Resources to benefit its research, teaching and service missions.

**Bio:** Mr. Terrell was a civil engineer who was dedicated to the sustainable management of the natural resources on his property. He donated his property to the Warnell School because of his love of the land and our School's reputation for managing natural resources and educating students to ensure the future sustainable management of them.

## **7. Named Faculty Positions**

Names regarding institutional requests to appoint faculty with the appropriate qualifications into named faculty positions are listed below:

**Institution Name:** Augusta University

**University Faculty's Name:** James D. St. Lewis, M.D.

**Named Position:** J. Harold Harrison, MD, Distinguished Chair in Pediatric Cardiothoracic Surgery

**Institution Name:** Augusta University

**University Faculty's Name:** Peter Rosenquist, M.D.

**Named Position:** Leon Henri Charbonnier Endowed Chair

**Institution Name:** Augusta University

**University Faculty's Name:** Muhammad Saeed, M.D.

**Named Position:** Carlos and Marguerite Mason Distinguished Chair in Transplant Surgery

**Institution Name:** Georgia State University

**University Faculty's Name:** Tim Sass, Ph.D.

**Named Position:** W.J. Usery Chair of the American Workplace

**Institution Name:** Georgia State University

**University Faculty's Name:** John Thomas, Ph.D.

**Named Position:** Michael and Enid Mescon Endowed Chair

**Institution Name:** Georgia Institute of Technology

**University Faculty's Name:** Ching-Hua Huang, Ph.D.

**Named Position:** Turnipseed Family Chair

**Institution Name:** Georgia Institute of Technology

**University Faculty's Name:** Nikolaos V. Sahinidis

**Named Position:** Butler Family Chair

**Institution Name:** University of Georgia

**University Faculty's Name:** Dr. Marla Carlson, Ph.D.

**Named Position:** Caroline Reid Ridlehuber Professorship in Theater Arts

**Institution Name:** University of Georgia

**University Faculty's Name:** Michael J. Chamberlain, Ph.D.

**Named Position:** Terrell Distinguished Professorship in Wildlife Management

**Institution Name:** University of Georgia

**University Faculty's Name:** Jacqueline Hammersley, Ph.D.

**Named Position:** Harold M. Heckman Chair of Public Accounting

**Institution Name:** University of Georgia

**University Faculty's Name:** Marie S. Mitchell, Ph.D.

**Named Position:** I. W. Cousins Professorship of Business Ethics

**7. Named Faculty Positions (Continued):**

**Institution Name:** University of Georgia

**University Faculty's Name:** Stephen Nicholson, Ph.D.

**Named Position:** Philip H. Alston, Jr. Distinguished Chair

**Institution Name:** University of Georgia

**University Faculty's Name:** Roberto Perdisci, Ph.D.

**Named Position:** Patty and D.R. Grimes Distinguished Professorship in Computer Science

**Institution Name:** University of Georgia

**University Faculty's Name:** Jessica Rodell, Ph.D.

**Named Position:** William Harry Willson Distinguished Chair

**Institution Name:** University of Georgia

**University Faculty's Name:** Amrit Tiwana

**Named Position:** L. Edmund Rast Professor of Business

**AGENDA**  
**COMMITTEE ON ORGANIZATION & LAW**

**August 6, 2020**

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**INFORMATION ITEM**

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**EXECUTIVE SESSION**

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| 5. Executive Session | 5 |
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1. **Delegated Authority**

Report on the Chancellor's actions taken pursuant to delegated authority.

June 1, 2020

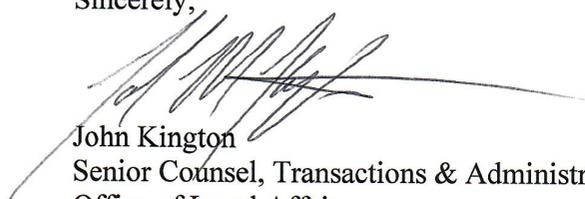
Edward Tate, Esq  
Vice Chancellor of Legal Affairs  
University System of Georgia  
270 Washington Street,  
Atlanta, Georgia

**RE: 3<sup>rd</sup> Party Use of GT Logo on Website – Covid-19 Contact Tracing Protocols**

Dear Vice Chancellor Tate,

Georgia Tech's Office of the General Counsel has been approached by several faculty members, including our EVPR Dr. Abdallah, who wish to contribute to a coalition on contact tracing protocols for COVID-19. The coalition is the TCN Coalition (<https://tcn-coalition.org>) which includes numerous research/educational entities. In order to join, there is a requirement that the TCN Coalition be allowed to display Georgia Tech's logo on their website under list of members. <https://tcn-coalition.org/members/>. No other use of Georgia Tech's name or logo would be permitted. While this ordinarily would not be permitted, this use has support at the highest levels of Georgia Tech and an exception is requested from the USG. I appreciate your time and any guidance in gaining approval for this limited use.

Sincerely,



John Kington  
Senior Counsel, Transactions & Administration  
Office of Legal Affairs  
Georgia Institute of Technology  
Atlanta, GA 30332-0495  
e-mail: [John.Kington@legal.gatech.edu](mailto:John.Kington@legal.gatech.edu)  
phone: 404-385-7668

Georgia Institute of Technology  
760 Spring Street, NW  
Suite 324  
Atlanta, Georgia 30332-0495 U.S.A.

2. **Honorary Degree Request**

President Ángel Cabrera of the Georgia Institute of Technology seeks the Board's approval to award an honorary degree to Mr. Stephen P. Zelnak, Jr.



# Georgia Institute of Technology®

Office of the President

Edward Tate, Esq.  
Vice Chancellor for Legal Affairs  
Board of Regents of the University System of Georgia  
Suite 7025  
270 Washington Street, SW  
Atlanta, Georgia 30334

July 30, 2020

Dear Mr. Tate:

It is my pleasure to propose Stephen P. Zelnak, Jr., IM 1969 for Honorary Doctor of Philosophy Degree to be awarded by the Georgia Institute of Technology on behalf of the Board of Regents during the December 2020 commencement ceremonies. A short biography of Mr. Zelnak is enclosed. A dedicated philanthropist and influential leader in the corporate world, Mr. Zelnak graduated from the Georgia Institute of Technology in 1969 with a degree in Industrial Management. He retired as Chairman of Martin Marietta Materials, Inc in 2010 after almost three decades with the company. Under his direction and vision as CEO, he led the company from a \$450 million subsidiary, through an initial public offering, into a \$2.2 billion enterprise that is one of the top producers of aggregates for highway, infrastructure, commercial, and residential construction in the United States.

Demonstrating his deep commitment to Georgia Tech, Mr. Zelnak has fostered an entrepreneurial spirit at his alma mater through significant philanthropic investments that will benefit Georgia Tech students and faculty for many generations to come. Along with his wife Judy, Mr. Zelnak is a member of The Hill Society, Georgia Tech's most prestigious donor recognition society. Therein, he has focused his philanthropy on the Ernest Scheller Jr. College of Business, and intercollegiate athletics, where his support includes funding for a Dean's Chair in the Scheller College, and funding for several facilities initiatives which will enable intercollegiate athletics to build upon its competitiveness in recruiting the finest student-athletes and continue its success in the Atlantic Coast Conference.

Mr. Zelnak also has provided extensive volunteer leadership and service to the Institute through his involvement as Vice Chair of the \$1.8 billion *Campaign Georgia Tech* Steering Committee, the Georgia Tech Foundation Board of Trustees, the Georgia Tech Advisory Board, the Alumni Association Board of Trustees, the Alexander-Tharpe Fund Board of Directors, and the Scheller College of Business Advisory Board.

Thank you for your consideration.

Sincerely,



Ángel Cabrera  
President

Enclosures

Georgia Institute of Technology  
Atlanta, Georgia 30332-0325 U.S.A.  
PHONE 404-385-2700  
FAX 404-894-1277

## **Stephen P. Zelnak, Jr. IM 1969**

Renowned business leader Steve Zelnak has tirelessly served his community through volunteer leadership and transformative philanthropy. After graduating from the Georgia Institute of Technology, Mr. Zelnak served in the U.S. Army before earning his master's degree in administrative science from the University of Alabama in Huntsville, and his MBA from the University of Alabama at Birmingham. In 1981, he joined the Martin Marietta Corporation as vice president of planning and business development, ultimately rising through the corporate ranks to become president and CEO of Martin Marietta Materials Inc. in 1993, a year before the aggregates subsidiary was spun off as a separate public company. Three years later Mr. Zelnak was named chairman, a position he held until retiring in 2010. He continued with Martin Marietta Materials as a non-executive chairman until he stepped down in May 2014, but he remained on the board of directors until 2020. Under his leadership and vision as CEO, the company grew from a \$450 million subsidiary into a \$2.2 billion enterprise, and it is one of the top producers of aggregates for highway, infrastructure, commercial, and residential construction in the United States.

For more than four decades, Mr. Zelnak and his wife, Judy, have provided visionary, quietly steadfast philanthropy to the Institute, directing their support to intercollegiate athletics and the Ernest Scheller Jr. College of Business. Through their support of a Dean's Chair, two undergraduate scholarships, and a graduate fellowship in the Scheller College of Business, the Zelnaks have provided critical resources necessary for students, faculty, and staff to excel and reach their full potential. Their devotion to the athletics program has led them to give generously to the football stadium renovation, the basketball expansion projects, the baseball stadium, and the O'Keefe gymnasium renovation. The Zelnaks' support of facilities initiatives will enable intercollegiate athletics to build upon its competitiveness in recruiting the finest student-athletes and continue its success in the Atlantic Coast Conference, ultimately elevating the Institute and the City of Atlanta through national exposure of Georgia Tech's top-ranked athletic and academic programs.

Mr. Zelnak has provided extensive counsel and advice to his alma mater through his involvement on the Georgia Tech Advisory Board, the Georgia Tech Foundation Board of Trustees, the *Campaign Georgia Tech* Steering Committee, the Alexander-Tharpe Fund Board of Directors, the Ernest Scheller Jr. College of Business Advisory Board, and the Georgia Tech Alumni Association Board of Trustees. In 2008, Mr. Zelnak was named to the Hall of Fame in the Scheller College of Business in recognition of his service to the college. In 2014, he received the Joseph Mayo Pettit Alumni Distinguished Service Award, the highest award conferred by the Georgia Tech Alumni Association, in recognition of lifetime leadership, achievement, and service to the Institute and to the community.

**3. Mutual Aid Agreement: Georgia Southern University**

Georgia Southern University seeks the Board of Regents' permission to enter into a mutually beneficial emergency services arrangement with the City of Savannah.

**MEMORANDUM OF AGREEMENT BETWEEN  
THE MAYOR AND ALDERMEND OF THE CITY OF SAVANNAH  
AND  
GEORGIA SOUTHERN UNIVERSITY**

1. **Parties.** This Memorandum of Agreement (hereinafter referred to as “MOA”) is made and entered into as of the date of the last signature below (the “Effective Date”) by and between the Mayor and Aldermen of the City of Savannah (the “City”), 2 East Bay Street, Savannah, Georgia 31401 and Georgia Southern University (“University”), an institution of the University System of Georgia, whose address is P. O. Box 8020, Statesboro, Georgia 30460.
2. **Purpose.** The purpose of this MOA is to establish the terms and conditions under which the City may utilize certain facilities in the event that a man-made or natural disaster warrants full or partial evacuations from the Southeast Georgia coast. It is anticipated that a State of Emergency will be declared by the Governor and/or the Mayor in association with the event. The facilities will be used to support the preparation, response and recovery efforts in response to these events. The parties understand and agree that this MOA is not exclusive, and the University retains the right to form like agreements with other entities and to allow other entities use of other areas at any time for any reason.
3. **Terms.** This MOA is effective as of the date below and shall remain in effect for one year. Thereafter, the agreement shall auto-renew on an annual basis unless terminated by the parties. This MOA may be suspended or terminated by either party at any time in writing with a thirty (30) day notification.
4. **General Provisions**
  - a. **Amendments.** Either party may request changes to this MOA. Any changes, modifications, revisions or amendments to this MOA which are mutually agreed upon by and between the parties to this MOA shall be incorporated by written instrument and effective when executed and signed by all parties to this MOA.
  - b. **Authority Granted and Chain of Command.** The MOA Primary Coordinators identified in this MOA (Section 7A and 7B) are authorized to coordinate the planning and exercise the terms of this MOA. Unless the Primary Coordinators identified are executive members with authority to make commitments on behalf of their respective organization, neither of the Primary Coordinators identified have the authority to commit funds of either governing body without proper approval through their respective organizations.
  - c. **Retention of Rights.** The City expressly understands and agrees that the use of facilities as described herein is strictly subject to availability. University retains the right to substitute, in its sole discretion, another campus location for the facilities named herein, in the event that the described facilities are unavailable for any reason. University does not guarantee the availability of any facility or service and shall have no responsibility to provide any facilities in the event that the buildings contemplated herein are not readily operational.

- d. **Activity.** The City shall undertake all activities contemplated in this MOA in a manner so as not to damage or unreasonably interfere with the operation of University’s facilities. The City will be responsible for payment and/or reimbursement of any damages caused by the City’s occupation of campus facilities, including but not limited to excessive costs related to power generation and costs related to cleaning, repair and replacement of facilities. To the extent not prohibited by law, the City agrees to indemnify and hold harmless University and its officers, directors, agents, employees and representatives from any incident which occurs in connection with and caused by the negligence of the City, its employees, agents and representatives during the execution of this MOA.
  - e. **Entirety of Agreement.** This MOA outlines the foundation of a coordinated effort. Through proper planning and exercise, additional responsibilities from the parties identified in the MOA and other outside parties not identified in this MOA will be cause for adjustments to this MOA. The planning documents supporting this MOA will consist of the operational elements of this MOA and supersede all prior negotiations, representations and agreements.
  - f. **Applicable Law.** The construction, interpretation and enforcement of this MOA shall be governed by the laws of the State of Georgia.
  - g. **Severability.** Should any portion of this MOA be judicially determined to be illegal or unenforceable, the remainder of the MOA shall continue in effect and the parties may renegotiate the terms affected by the severance.
  - h. **Sovereign Immunity.** The City, University, the Board of Regents of the University System of Georgia, and their respective governing bodies do not waive their sovereign immunity by entering into this MOA. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.
  - i. **Remuneration.** The City and the University agree that the use of these facilities shall be without charge or payment except for repairs of damage to property.
5. **Responsibilities of the City**
- a. Administer this MOA.
  - b. Designate a staff member in Section 7A as the primary coordinator for this MOA and cooperatively plan, exercise and execute the provisions of this MOA with the identified University primary coordinator.
  - c. If the nature of the hurricane or significant event allows for advance notification, so notify University as soon as possible that the provisions of this MOA will be activated.
6. **Responsibilities of University.**
- a. Designate a staff member in Section 7B as the primary coordinator for this MOA and cooperatively plan, exercise and execute the provisions of this MOA with identified the City primary coordinator.
  - b. Provide access to mutually-agreed upon available campus facilities to accommodate City of Savannah Critical Workforce employees.

c. Provide assistance with food service where possible.

**7. MOA Primary Coordinators.**

a. **The City.** The Primary Coordinator for this MOA will be:

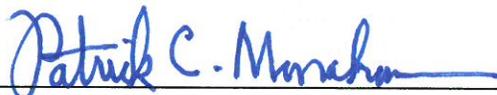
David Donnelly  
Emergency Management Director  
121 East Oglethorpe Avenue  
Savannah, GA 31401  
912.652.3812  
Email: [ddonnelly@savannahga.gov](mailto:ddonnelly@savannahga.gov)

b. **University.** The Primary Contact for this MOA will be:

Laura McCullough  
Chief of Police  
P. O. Box 8072  
Statesboro, GA 30460  
912-478-5234  
[lmccullough@georgiasouthern.edu](mailto:lmccullough@georgiasouthern.edu)

IN WITNESS WHEREOF, the parties to this MOA through their duly authorized representatives have executed this MOA on the days and dates set out below, and certify that they have read, understand and agreed to the terms and conditions of this MOA as set forth herein.

**THE MAYOR AND ALDERMEN OF  
THE CITY OF SAVANNAH**



CITY MANAGER

April 23, 2020

Date

**GEORGIA SOUTHERN UNIVERSITY**



**Robert L. Whitaker**  
Vice President for Business and Finance

2/21/2020

Date

**BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA**

**Teresa MacCartney**  
Executive Vice Chancellor of Administration

Date

Approved as to Form  
Georgia Southern University  
Office of Legal Affairs  
Geoffrey V. Carson  
2/20/2020

## Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the **16 of March, 2020**, by and between the **City of Savannah** and the **Georgia Southern University**, an institution within the University System of Georgia and the Board of Regents for the University System of Georgia. **City of Savannah** and the **Georgia Southern University** are hereinafter collectively referred to as "Party" or "Parties." This agreement incorporates by reference standards contained in O.C.G.A. § 36-69-1 *et seq.*, including subsequent amendments thereto.

### I. Purpose

WHEREAS, responses to emergency or special circumstances may exceed the immediate resources, skill, and equipment capacities of either Party's law enforcement agency, the **Savannah Police Department** and the **Georgia Southern University Police Department** may request that the other Party provide certified police officers to assist in providing law enforcement services.

WHEREAS, pursuant to O.C.G.A. § 36-69-1 *et seq.*, **Georgia Southern University** is authorized to furnish assistance extraterritorially to **City of Savannah** upon the approval of Board of Regents for the University System of Georgia and the President of **Georgia Southern University** with this MOU.

WHEREAS, pursuant to O.C.G.A. § 36-69-1 *et seq.*, **City of Savannah** is authorized to furnish assistance extraterritorially to **Georgia Southern University** with the approval of the President of **Georgia Southern University**, as well as the governing body for the local political subdivision or county sheriff, as applicable.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose:** The purpose of this MOU is to permit each Party to assign law enforcement officers to the other Party for law enforcement services within the **City of Savannah** or on the **Georgia Southern University** campus as requested by the law enforcement agencies of the Parties. In accordance with O.C.G.A. § 36-69-8, nothing in this MOU shall be construed as creating a duty on the part of the Parties to respond to a request for assistance, or to stay at the scene of a local emergency for any length of time.
2. **Requests:** Requests for assistance may be made by the **Chief of Police or Designee of City of Savannah** or **Chief of Police or Designee of Georgia Southern University** in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case.
3. **Authorities:** The senior officer of the requesting Party shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations.
4. **Powers and Duties of Responding Personnel:** In accordance with O.C.G.A. § 36-69-4, responding employees of either Party "*shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or on the campus of the institution in which they are normally employed.*"

5. **Responsibility for Expenses and Compensation of Employees:** Parties responding to requests in conformance with this MOU shall pay any expense for furnishing of their own equipment, loss or damage to such equipment, and costs incurred in operation and maintenance of their equipment.

Responding Party shall compensate responding employees during the time they are rendering aid and defray actual travel expenses of employees. Compensation shall include compensation due to personal injury or death while employees are rendering aid. (O.C.G.A. § 36-69-5.)

II. Effective Date

This agreement shall take effect upon execution and approval by the hereinafter named officials, including the Board of Regents for the University System of Georgia, and shall continue in full force and effect unless terminated by any or all of the parties herein.

WHEREFORE, the parties hereto cause these presents to be signed in the \_\_\_ day of \_\_\_\_\_, 20\_\_

Patrick C. Monahan  
City Official Signature

Kyle Markero  
Institution President Signature

Patrick C. Monahan,  
City Official Name and Title, Printed  
City Manager

Kyle Markero, President, Georgia Southern  
President Name and Title, Printed

Presented to and approved by the Board of Regents:

\_\_\_\_\_  
Secretary to the Board Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Secretary to the Board, Printed

4. **Title IX Update**

Update on the new federal Title IX regulations.

## **CURRENT POLICY LANGUAGE:**

# 6.7 Sexual Misconduct Policy

In accordance with Title IX of the Education Amendments of 1972 (“Title IX”), the University System of Georgia (USG) does not discriminate on the basis of sex in any of its education programs or activities or in employment. The USG is committed to ensuring a safe learning and working environment for all members of the USG community. To that end, this Policy prohibits sexual misconduct, as defined herein.

In order to reduce incidents of sexual misconduct, USG institutions are required to provide prevention tools and to conduct ongoing awareness and prevention programming and training for the campus community. Such programs will promote positive and healthy behaviors and educate the campus community on consent, sexual assault, alcohol use, dating violence, domestic violence, stalking, bystander intervention, and reporting.

When sexual misconduct does occur, all members of the USG community are strongly encouraged to report it promptly through the procedures outlined in this Policy. The purpose of this Policy is to ensure uniformity throughout the USG in reporting and addressing sexual misconduct.

## **Reporting Structure**

All Equal Opportunity directors and others having responsibility for coordination of Title IX (“Coordinators”) at USG institutions shall have a direct reporting relationship to both the institution’s President or the President’s designee and the USG System Director for Equity and Investigations (“System Director”). The President of each institution shall determine the organizational and operating reporting relationships for the Coordinators at the institution and exercise oversight of institutional issues relating to sexual misconduct. However, the System Director shall have authority to direct the Coordinators’ work at each institution as needed to address system-wide issues or directives. The President of each institution shall consult with the System Director on significant personnel actions involving Coordinators, to include but not be limited to, appointment, evaluation, discipline, change in reporting structure, and termination.

## 6.7.1 Definitions and Prohibited Conduct

**Community:** Students, faculty, and staff, as well as contractors, vendors, visitors and guests.

**Complainant:** An individual lodging a complaint. The complainant may not always be the alleged victim.

**Consent:** Words or actions that show a knowing and voluntary willingness to engage in mutually agreed-upon sexual activity. Consent cannot be gained by force, intimidation or coercion; by ignoring or acting in spite of objections of another; or by taking advantage of the incapacitation of another where the respondent knows or reasonably should have known of such incapacitation. Minors under the age of 16 cannot legally consent under Georgia law.

Consent is also absent when the activity in question exceeds the scope of consent previously given. Past consent does not imply present or future consent. Silence or an absence of resistance does not imply consent.

Consent can be withdrawn at any time by either party by using clear words or actions.

**Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the alleged victim. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

**Domestic Violence:** Violence committed by a current or former spouse or intimate partner of the alleged victim; by a person with whom the alleged victim shares a child in common; by a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner, or by a person similarly situated to a spouse of the alleged victim.

**Incapacitation:** The physical and/or mental inability to make informed, rational judgments. It can result from mental disability, sleep, involuntary physical restraint, status as a minor under the age of 16, or from intentional or unintentional taking of alcohol and/or other drugs. Whether someone is incapacitated is to be judged from the perspective of an objectively reasonable person.

**Nonconsensual Sexual Contact:** Any physical contact with another person of a sexual nature without the person's consent. It includes but is not limited to touching (or penetrating) of a person's intimate parts (such as genitalia, groin, breasts, or buttocks); touching (or penetrating) a person with one's own intimate parts; or forcing a person to touch his or her own or another person's intimate parts.

**Confidential Employees:** Institution employees who have been designated by the Institution's Coordinator to talk with an alleged victim in confidence. Confidential Employees must only report that the incident occurred and provide date, time, location, and name of alleged respondent (if known) without revealing any information that would personally identify the alleged victim. This minimal reporting must be submitted in compliance with Title IX and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"). Confidential Employees may be required to fully disclose details of an incident in order to ensure campus safety.

**Privileged Employees:** Individuals employed by the institution to whom a complainant or alleged victim may talk in confidence, as provided by law. Disclosure to these employees will not automatically trigger an investigation against the complainant's or alleged victim's wishes. Privileged Employees include those providing counseling, advocacy, health, mental health, or sexual-assault related services (e.g., sexual assault resource centers, campus health centers, pastoral counselors, and campus mental health centers) or as otherwise provided by applicable law. Exceptions to confidentiality exist where the conduct involves suspected abuse of a minor (in Georgia, under the age of 18) or otherwise provided by law, such as imminent threat of serious harm.

**Respondent:** Individual who is alleged to have engaged in conduct that violates this Policy.

**Responsible Employees:** Those employees who must promptly and fully report complaints of or information regarding sexual misconduct to the Coordinator. Responsible Employees include any administrator, supervisor, faculty member, or other person in a position of authority who is not a Confidential Employee or Privileged Employee. Student employees who serve in a supervisory, advisory, or managerial role are in a position of authority for purposes of this Policy (e.g., teaching assistants, residential assistants, student managers, orientation leaders).

**Sexual Exploitation:** Taking non-consensual or abusive sexual advantage of another for one's own advantage or benefit, or for the benefit or advantage of anyone other than the one being exploited.

Examples of sexual exploitation may include, but are not limited to, the following:

1. Invasion of sexual privacy;
2. Prostituting another individual;
3. Non-consensual photos, video, or audio of sexual activity;
4. Non-consensual distribution of photo, video, or audio of sexual activity, even if the sexual activity was consensual;
5. Intentional observation of nonconsenting individuals who are partially undressed, naked, or engaged in sexual acts;
6. Knowingly transmitting an STD or HIV to another individual through sexual activity;
7. Intentionally and inappropriately exposing one's breasts, buttocks, groin, or genitals in non-consensual circumstances; and/or
8. Sexually-based bullying.

**Sexual Harassment:** Unwelcome verbal, nonverbal, or physical conduct, based on sex or on gender stereotypes, that is implicitly or explicitly a term or condition of employment or status in a course, program, or activity; is a basis for employment or educational decisions; or is sufficiently severe, persistent, or pervasive to interfere with one's work or educational performance creating an intimidating, hostile, or offensive work or

learning environment, or interfering with or limiting one's ability to participate in or to benefit from an institutional program or activity.

**Sexual Misconduct:** Includes, but is not limited to, such unwanted behavior as dating violence, domestic violence, nonconsensual sexual contact, sexual exploitation, sexual harassment and stalking.

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress. Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with person's property. Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim. Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily, require medical or other professional treatment or counseling.

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## 6.7.2 Reporting Sexual Misconduct

A complainant of sexual misconduct may, but need not, file a criminal complaint with law enforcement officials; file a misconduct report with a Responsible Employee or Coordinator; or file both. A report may be filed anonymously, although anonymous reports may make it difficult for the institution to address the complaint. Any individual who believes that he or she has been a victim of sexual misconduct is encouraged to report allegations of sexual misconduct promptly.

All reports of sexual misconduct alleged to have been committed by a student must be handled consistently with requirements set forth in [Section 4.6.5, Standards for Institutional Student Conduct Investigation and Disciplinary Proceedings](#).

All reports of sexual misconduct alleged to have been committed by a non-student member of the institution community will be addressed and/or resolved through the institution's and the Board of Regents' applicable policies for discipline of non-students.

### 6.7.2 (A) Institutional Reports

Complainants of sexual misconduct who wish to file a report with the institution should notify a Responsible Employee or the Coordinator. Responsible Employees informed about sexual misconduct allegations involving any student should not attempt to resolve the situation, but must notify and report all relevant information to the Coordinator as soon as practicable. Confidential Employees are not bound by this

requirement but may be required to report limited information about incidents without revealing the identities of the individuals involved to the Title IX Coordinator, consistent with their ethical and legal obligations. All members of the University System of Georgia institutions' communities are encouraged to report incidents of sexual misconduct promptly.

The Coordinator's identity and contact information shall be published by each institution prominently on the institution's website, as well as in any relevant publication. Each institution may choose to have Deputy Title IX Coordinators to whom reports may be made, as well. Institutions should encourage complainants to report their complaints in writing, though oral complaints should also be accepted, taken seriously, and investigated, to the extent possible. While complaints should be made as quickly as possible following an alleged incident of sexual misconduct, all reports should be accepted regardless of when reported.

The Coordinator shall refer to the System Director any allegation(s) of sexual misconduct that could, standing alone as reported, lead to the suspension or expulsion of the respondent(s). The System Director will work with the institution to determine whether any interim measure(s) are necessary and to assign an investigator who will work under the direction of the System Director or designee, if directed by System Director. If an allegation is not initially identified as one that would lead to the suspension or expulsion of the respondent(s), but facts arise during the course of the investigation that would require transfer to the System Director, the Title IX Coordinator shall transfer oversight to the System Director or designee. The System Director shall have the discretion to retain oversight or transfer oversight to the institution.

#### 6.7.2 (B) Law Enforcement Reports

Because sexual misconduct may constitute criminal activity, a complainant also has the option, should he or she so choose, of filing a report with campus or local police, for his or her own protection and that of the surrounding community. The institution may assist the complainant in reporting the situation to law enforcement officials.

Complainants considering filing a report of sexual misconduct with law enforcement should preserve any evidence of sexual misconduct, including, but not limited to, the following:

1. Clothing worn during the incident including undergarments;
2. Sheets, bedding, and condoms, if used;
3. Lists of witnesses with contact information;
4. Text messages, call history, social media posts;
5. Pictures of injuries; and/or
6. Videos.

### 6.7.2 (C) Anonymous Reports

Each institution shall provide a mechanism by which individuals can report incidents of alleged sexual misconduct anonymously. Complainants should understand, however, that it will be more difficult for the institution to investigate and to take action upon anonymous reports.

### 6.7.2 (D) Retaliation

Anyone who, in good faith, reports what he or she believes to be misconduct under this Policy, or who participates or cooperates in, or is otherwise associated with any investigation, shall not be subjected to retaliation. Anyone who believes that he or she has been the target of retaliation for reporting, participating, cooperating in, or otherwise being associated with an investigation should immediately contact the Coordinator for the institution. Any person found to have engaged in retaliation in violation of this Policy shall be subject to disciplinary action.

### 6.7.2 (E) False Complaints

Individuals are prohibited from intentionally giving false statements to a system or institution official. Any person found to have intentionally submitted false complaints, accusations, or statements, including during a hearing, in violation of this Policy shall be subject to appropriate disciplinary action (up to and including suspension or expulsion) and adjudicated under the student conduct policy.

### 6.7.2 (F) Amnesty

Individuals should be encouraged to come forward and to report sexual misconduct notwithstanding their choice to consume alcohol or to use drugs. Information reported by an individual during an investigation concerning use of drugs or alcohol will not be used against the particular individual in a disciplinary proceeding or voluntarily reported to law enforcement; however, individuals may be provided with resources on drug and alcohol counseling and/or education, as appropriate.

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## 6.7.3 Handling Reports of Sexual Misconduct

### 6.7.3 (A) Support Services

Once a student or employee makes a complaint or receives notice that a complaint has been made against him or her, or the coordinator otherwise learns of a complaint of sexual misconduct. The complainant, respondent and alleged victim (where applicable) should receive written information about support services, such as counseling,

advocacy, housing assistance, academic support, disability services, health and mental services, and legal assistance, available at the student's institution.

Information on support services will be provided regardless as to whether an individual elects to go forward with filing a formal complaint of sexual misconduct or with notifying law enforcement. Information on support services will also be provided to students and employees, regardless of where the alleged misconduct occurs.

Available support services should also be listed on the institution's Title IX website.

### 6.7.3 (B) Interim Measures

Interim measures may be undertaken at any point after the institution becomes aware of an allegation of sexual misconduct and should be designed to protect the alleged victim and the community.

Before an interim suspension is issued, the institution must make all reasonable efforts to give the respondent the opportunity to be heard, consistent with the provisions in [Policy 4.6.5](#).

### 6.7.3 (C) Jurisdiction

Each USG institution shall take necessary and appropriate action to protect the safety and well-being of its community. Sexual misconduct allegedly committed by a student are addressed by this Policy when the misconduct occurs on institution property, or at institution-sponsored or affiliated events, or off-campus, as defined by the institution's student conduct policies.

### 6.7.3 (D) Advisors

Both the alleged victim and respondent, as parties to the matter, shall have the opportunity to use an advisor (who may or may not be an attorney) of the party's choosing at the party's own expense for the express purpose of providing advice and counsel, pursuant to the provisions of [Policy 4.6.5](#).

### 6.7.3 (E) Informal Resolutions

Allegations of sexual misconduct may be resolved informally, without a determination of misconduct, if all of the following are met:

1. When complainant(s) and respondent agree to an informal resolution;
2. When the initial allegation could not result in expulsion;
3. When the complainant(s) and respondent(s) agree to the terms of the informal resolution; and

4. When the investigator concludes that informal resolution is in the best interest of the parties and the institution's community.

The alleged victim(s) and respondent(s) have the option to end informal resolution discussions and request a formal process at any time before the terms of an informal resolution are reached. However, matters resolved informally shall not be appealable.

### 6.7.3 (F) Timeframe

Efforts will be made to complete the investigation within a reasonable timeframe, which will be determined based upon the allegations, availability of witnesses and/or evidence, etc. in a particular case. When the timeframe will extend past the reasonable timeframe, the parties will be informed of the delay and the reason for the delay. The investigator shall keep the parties informed of the status of the investigation.

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## 6.7.4 Investigations

All sexual misconduct investigations involving a student respondent, whether overseen by the institution's Coordinator or the System Director, shall follow the investigation process set forth in [Section 4.6.5, Standards for Institutional Student Conduct Investigation and Disciplinary Proceedings](#).

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## 6.7.5 Hearings, Possible Sanctions and Appeals

All sexual misconduct hearings, sanctions, and appeals involving a student respondent, whether overseen by the institution's Coordinator or the System Director, shall follow the investigation process set forth in [Section 4.6.5, Standards for Institutional Student Conduct Investigation and Disciplinary Proceedings](#).

All sexual misconduct adjudication involving an employee respondent, shall be addressed utilizing the institution's employment policies and procedures.

## **PROPOSED NEW POLICY LANGUAGE:**

# 6.7 Sexual Misconduct Policy

In accordance with federal and state law including, Title IX of the Education Amendments of 1972 (“Title IX”) and Title VII of the Civil Rights Act of 1964 (“Title VII”), the University System of Georgia (USG) prohibits discrimination on the basis of sex in any of its education programs or activities or in employment. The USG is committed to ensuring the highest ethical conduct of the members of its community by promoting a safe learning and working environment. To that end, this Policy prohibits Sexual Misconduct, a form of sex discrimination, as defined herein.

USG institutions are committed to reducing incidents of Sexual Misconduct, providing prevention tools, conducting ongoing awareness and prevention programming, and training the campus community in accordance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”) and the Violence Against Women Act (“VAWA”). Prevention programming and training will promote positive and healthy behaviors and educate the campus community on consent, sexual assault, sexual harassment, alcohol and drug use, dating violence, domestic violence, stalking, bystander intervention, and reporting.

When Sexual Misconduct does occur, all members of the USG community are strongly encouraged to report it promptly through the procedures outlined in this Policy. The purpose of this Policy is to ensure uniformity throughout the USG in reporting and addressing sexual misconduct. This Policy applies to all members of the USG community. This Policy is not intended to infringe or restrict rights guaranteed by the United States Constitution including free speech under the First Amendment, or the due process clauses of Fifth and Fourteenth Amendments.

### **Reporting Structure**

Title IX Coordinators (“Coordinators”) at USG institutions shall have a direct reporting relationship to both the institution’s President or the President’s designee and the USG System Director for Equity and Investigations (“System Director”). The President of each institution shall determine the organizational and operating reporting relationships for the Coordinators at the institution and exercise oversight of institutional issues relating to Sexual Misconduct. However, the System Director shall have authority to direct the Coordinators’ work at each institution as needed to address system-wide issues or directives. The President of each institution shall consult with the System Director on significant personnel actions involving Coordinators, to include but not be limited to, appointment, evaluation, discipline, change in reporting structure, and termination.

## 6.7.1 Definitions and Prohibited Conduct

**Community:** Students, faculty, and staff, as well as contractors, vendors, visitors and guests.

**Complainant:** An individual who is alleged to have experienced conduct that violates this Policy.

**Consent:** Words or actions that show a knowing and voluntary willingness to engage in mutually agreed-upon sexual activity. Consent cannot be gained by force, intimidation or coercion; by ignoring or acting in spite of objections of another; or by taking advantage of the incapacitation of another where the respondent knows or reasonably should have known of such incapacitation. Minors under the age of 16 cannot legally consent under Georgia law.

Consent is also absent when the activity in question exceeds the scope of consent previously given. Past consent does not imply present or future consent. Silence or an absence of resistance does not imply consent.

Consent can be withdrawn at any time by a party by using clear words or actions.

**Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the alleged victim. The existence of such relationship shall be determined based on the totality of the circumstances including, without limitation to: (1) the length of the relationship; (2) the type of relationship; and (3) the frequency of interaction between the persons involved in the relationship.

Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of Domestic Violence.

**Domestic Violence:** Violence committed by a current or former spouse or intimate partner of the alleged victim; by a person with whom the alleged victim shares a child in common; by a person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner, or by a person similarly situated to a spouse of the alleged victim.

**Incapacitation:** The physical and/or mental inability to make informed, rational judgments. It can result from mental disability, sleep or any state of unconsciousness, involuntary physical restraint, status as a minor under the age of 16, or from intentional or unintentional taking of alcohol and/or other drugs. Whether someone is incapacitated is to be judged from the perspective of an objectively reasonable person.

**Nonconsensual Sexual Contact:** Any physical contact with another person of a sexual nature without the person's consent. It includes, but is not limited to, the touching of a person's intimate parts (for example, genitalia, groin, breasts, or buttocks); touching a person with one's own intimate parts; or forcing a person to touch their own or another person's intimate parts. This provision also includes "Fondling" as defined by the Clery Act.

**Nonconsensual Sexual Penetration:** Any penetration of the vagina, anus, or mouth by a penis, object, tongue, finger, or other body part; or contact between the mouth of one person and the genitals or anus of another person. This provision also includes "Rape, Incest, and Statutory Rape" as defined by the Clery Act.

**Confidential Employees:** Institution employees who have been designated by the institution to talk with a Complainant or Respondent in confidence. Confidential Employees must only report that the incident occurred and provide date, time, location, and name of the Respondent (if known) without revealing any information that would personally identify the alleged victim. This minimal reporting must be submitted in compliance with Title IX and the Clery Act. Confidential Employees may be required to fully disclose details of an incident in order to ensure campus safety.

**Privileged Employees:** Individuals employed by the institution to whom a complainant or alleged victim may talk in confidence, as provided by law. Disclosure to these employees will not automatically trigger an investigation against the complainant's or alleged victim's wishes. Privileged Employees include those providing counseling, advocacy, health, mental health, or sexual-assault related services (e.g., sexual assault resource centers, campus health centers, pastoral counselors, and campus mental health centers) or as otherwise provided by applicable law. Exceptions to confidentiality exist where the conduct involves suspected abuse of a minor (in Georgia, under the age of 18) or otherwise provided by law, such as imminent threat of serious harm.

**Reasonable Person:** An individual who is objectively reasonable under similar circumstances and with similar identities to the person being evaluated by the institution.

**Reporter:** An individual who reports an allegation of conduct that may violate this Policy but who is not a party to the complaint.

**Respondent:** An individual who is alleged to have engaged in conduct that violates this Policy.

**Responsible Employees:** Those employees who must promptly and fully report complaints of or information regarding sexual misconduct to the Coordinator. Responsible Employees include any administrator, supervisor, faculty member, or other person in a position of authority who is not a Confidential Employee or Privileged Employee. Student employees who serve in a supervisory, advisory, or managerial role

are in a position of authority for purposes of this Policy (e.g., teaching assistants, residential assistants, student managers, orientation leaders).

**Sexual Exploitation:** Taking non-consensual or abusive sexual advantage of another for one's own advantage or benefit, or for the benefit or advantage of anyone other than the one being exploited.

Examples of sexual exploitation may include, but are not limited to, the following:

1. Invasion of sexual privacy;
2. Prostituting another individual;
3. Non-consensual photos, video, or audio of sexual activity;
4. Non-consensual distribution of photo, video, or audio of sexual activity, even if the sexual activity or capturing of the activity was consensual;
5. Intentional observation of nonconsenting individuals who are partially undressed, naked, or engaged in sexual acts;
6. Knowingly transmitting an STD or HIV to another individual through sexual activity;
7. Intentionally and inappropriately exposing one's breasts, buttocks, groin, or genitals in non-consensual circumstances; and/or
8. Sexually-based bullying.

**Sexual Harassment (Student on Student):** Unwelcome verbal, nonverbal, or physical conduct based on sex (including gender stereotypes), determined by a Reasonable Person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to participate in or to benefit from an institutional education program or activity in violation of Title IX.

**Sexual Harassment (Other than Student on Student):** Unwelcome verbal, nonverbal, or physical conduct, based on sex (including gender stereotypes), that may be any of the following:

1. Implicitly or explicitly a term or condition of employment or status in a course, program, or activity;
2. A basis for employment or educational decisions; or
3. Is sufficiently severe, persistent, or pervasive to interfere with one's work or educational performance creating an intimidating, hostile, or offensive work or learning environment, or interfering with or limiting one's ability to participate in or to benefit from an institutional program or activity.

The USG also prohibits unwelcome conduct determined by a Reasonable Person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a USG education program or activity in violation of Title IX.

**Sexual Misconduct:** Includes, but is not limited to, such unwanted behavior as dating violence, domestic violence, nonconsensual sexual contact, nonconsensual sexual penetration, sexual exploitation, sexual harassment and stalking.

**Stalking:** Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

For the purposes of this definition:

1. Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with person's property.
2. Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily, require medical or other professional treatment or counseling.

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## 6.7.2 Reporting Sexual Misconduct

USG encourages the reporting of all Sexual Misconduct as soon as possible. While there is no statute of limitations on an institution's ability to respond to a report, the ability to respond diminishes with time as information and evidence may be more difficult to secure.

### 6.7.2 (A) Institutional Reports

An institutional report occurs when the institution has notice of a complaint. That notice occurs in two instances:

1. When a Responsible Employee receives a complaint; or
2. When the Title IX Coordinator or their designee receives a complaint.

Any individual may make a report, but the institution does not have notice of the report until information is known to a Responsible Employee or the Coordinator. The report may be made directly to the Coordinator in multiple formats to include: writing, email, phone, letter, fax, interview, or other method that provides the basis of the complaint of sexual misconduct. There is no specific information required to constitute a report; however, the report should contain as much information as can be provided. Reporting options should be included on the Title IX website.

Complainants, or anyone with knowledge of Sexual Misconduct, may file a report with a Responsible Employee or the Coordinator. That Responsible Employee must provide a complete reporting of all information known to them to the Coordinator. Responsible Employees informed about Sexual Misconduct allegations should not attempt to resolve the situation, but must notify and report all relevant information to the Coordinator as soon as practicable.

Upon receipt of an institutional report, the Coordinator will contact the Complainant. That contact will discuss the availability of supportive measures, the invitation to discuss their wishes with respect to implementation of supportive measures, and explain the process of filing a complaint. An institutional report does not automatically prompt an investigation.

The Coordinator's identity and contact information shall be published by each institution prominently on the institution's website, as well as in any relevant publication. Each institution may choose to have Deputy Title IX Coordinators to whom reports may be made, as well.

The Coordinator shall notify the System Director of any allegation(s) of Sexual Misconduct that could, standing alone as reported, lead to the suspension or expulsion of the Respondent(s). The System Director will work with the institution to determine whether any support services or interim measure(s) are necessary and to assign an investigator who will work under the direction of the System Director or designee, if directed by System Director. If an allegation is not initially identified as one that would lead to the suspension or expulsion of the Respondent(s), but facts arise during the course of the investigation that could lead to the Respondent's suspension or expulsion, the Title IX Coordinator shall notify the System Director or designee. The System Director shall have the discretion to oversee the handling of the complaint.

#### 6.7.2 (B) Confidential Reports

Confidential Employees or Privileged Employees may receive reports of Sexual - based Misconduct without the requirement to report that information to the Coordinator, except as dictated by law or professional standards. Upon request by the Complainant, Confidential Employees and Privilege Employees may make a report to the Coordinator within the degree of specificity dictated by the Complainant.

Nothing in this provision shall prevent an institution staff member who is otherwise obligated by law (i.e, the Clery Act) to report information or statistical data as required.

#### 6.7.2 (C) Law Enforcement Reports

Because Sexual Misconduct may constitute criminal activity, a Complainant also has the option, should the Complainant so choose, of filing a report with campus or local

police, for the Complainant's own protection and that of the surrounding community. The institution may assist the Complainant in reporting the situation to law enforcement officials. Filing a criminal report does not automatically constitute an institutional report.

#### 6.7.2 (D) Anonymous Reports

Each institution shall provide a mechanism by which individuals can report incidents of alleged Sexual Misconduct anonymously. Individuals should understand, however, that it will be more difficult for the institution to respond and to take action upon anonymous reports.

#### 6.7.2 (E) Complaint Consolidation

Each institution may consolidate complaints as to allegations of Sexual Misconduct against more than one Respondent, by more than one Complainant against one or more Respondents, or cross-complaints between parties, where the allegations of sexual misconduct arise out of the same facts or circumstances.

Parties shall have the opportunity to request or object to the consolidation; however, the institution shall have the authority to make the final determination. For the purpose of this Policy consolidation may occur during the investigation and/or the adjudication phases of the sexual misconduct process.

#### 6.7.2 (F) Complaint Dismissal

Each institution is permitted, but not required, to dismiss complaints on the following grounds:

1. The alleged conduct, even if proved, would not constitute sexual misconduct;
2. The Complainant notifies the Coordinator in writing that they would like to withdraw the complaint;
3. The Respondent is no longer enrolled or employed by the institution; or
4. There are circumstances that prevent the institution from gathering evidence sufficient to reach a determination regarding the complaint.

The parties shall receive simultaneous written notice of the dismissal and the reason(s) for the dismissal. The parties shall have a right to appeal the institution's decision to dismiss the complaint.

#### 6.7.2 (G) Retaliation

Anyone who has made a report or complaint, provided information, assisted, participated or refused to participate in any manner in the sexual misconduct process, shall not be subjected to retaliation. Anyone who believes that they have been subjected to retaliation should immediately contact the Coordinator or their designee. Any person

found to have engaged in retaliation in violation of this Policy shall be subject to disciplinary action.

#### 6.7.2 (H) False Statements

Individuals are prohibited from knowingly making false statements or knowingly submitting false information to a system or institution official. Any person found to have knowingly submitted false complaints, accusations, or statements, including during a hearing, in violation of this Policy shall be subject to appropriate disciplinary action (up to and including suspension or expulsion) and adjudicated under the appropriate institutional process.

#### 6.7.2 (G) Amnesty

Individuals should be encouraged to come forward and to report sexual misconduct notwithstanding their choice to consume alcohol or to use drugs. Information reported by a student during an investigation concerning use of drugs or alcohol will not be used against the particular student in a disciplinary proceeding or voluntarily reported to law enforcement; however, students may be provided with resources on drug and alcohol counseling and/or education, as appropriate. Nevertheless, these students may be required to meet with staff members in regards to the incident and may be required to participate in appropriate educational program(s). The required participation in an educational program under this amnesty procedure will not be considered a sanction.

Nothing in this amnesty provision shall prevent an institution staff member who is otherwise obligated by law (the Clery Act) to report information or statistical data as required.

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### 6.7.3 Responding to Reports of Sexual Misconduct

#### 6.7.3 (A) Support Services

Once the Title IX Coordinator has received information regarding an allegation of Sexual Misconduct the parties will be provided written information about support services. Support services are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without charge that are made available to the Complainant and Respondent before or after the filing of a complaint or where no complaint has been filed. Support Services include counseling, advocacy, housing assistance, academic support, disability services, health and mental services,

and other services, available at the student's institution. Available support services should be listed on the institution's Title IX website.

### 6.7.3 (B) Interim Measures

Interim measures may be implemented at any point after the institution becomes aware of an allegation of sexual misconduct and should be designed to protect any student or other individual in the USG community. Such measures are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the campus community, or deter Sexual Misconduct and retaliation. Interim measures must be provided consistent with the provisions in applicable Board and institutional policies and procedures.

### 6.7.3 (C) Emergency Removal

Emergency removal should only occur where necessary to maintain safety and should be limited to those situations where the Respondent poses a serious and immediate danger or threat to persons or property. In making such an assessment, the institution should consider the existence of a significant risk to the health or safety of the Complainant or the campus community; the nature, duration, and severity of the risk; the probability of potential injury; and whether less restrictive means can be used to significantly mitigate the risk.

### 6.7.3 (D) Jurisdiction

Each USG institution shall take necessary and appropriate action to protect the safety and well-being of its community. Sexual misconduct allegedly committed is addressed by this Policy when the misconduct occurs on institution property, or at institution-sponsored or affiliated events, or off-campus, as defined by other Board or institution conduct policies.

### 6.7.3 (E) Advisors

Both the Complainant and the Respondent, as parties to the matter, shall have the opportunity to use an advisor (who may or may not be an attorney) of the party's choosing at the party's own expense. The advisor may accompany the party to all meetings and may provide advice and counsel to their respective party throughout the Sexual Misconduct process, including providing questions, suggestions and guidance to the party, but may not actively participate in the process except as outlined in BOR 6.7.4 (D). All communication during the Sexual Misconduct process will be between the

institution and the party and not the advisor. With the party's permission, the advisor may be copied on all communications.

### 6.7.3 (F) Informal Resolutions

Allegations of sexual misconduct may be resolved informally. The Complainant, the Respondent, and the institution must agree to engage in the informal resolution process and to the terms of the informal resolution. The Complainant(s) and the Respondent(s) have the option to end informal resolution discussions and request a formal process at any time before the terms of an informal resolution are reached. However, matters resolved informally shall not be appealable.

### 6.7.3 (G) Timeframe

Efforts will be made to complete the investigation and resolution within 120 business days. Temporary delays and limited extensions may be granted by the institution for good cause throughout the investigation and resolution process. The parties will be informed in writing of any extension or delay and the applicable reason. The institution shall keep the parties informed of the status of the investigation.

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## 6.7.4 Responding to Reports of Sexual Harassment Pursuant to Title IX

The implementing Title IX regulations require special handling of complaints of sexual harassment, as defined in the regulations and listed below. The following section outlines the required specialized handling of these matters that may differ from an institution's handling of Sexual Misconduct, as defined in this Policy. Unless expressly mentioned in this section, other provisions of this Policy shall apply to all alleged Sexual Misconduct.

Other Title IX sex-discrimination allegations are handled pursuant to other applicable Board and/or institutional policies.

### 6.7.4 (A) Definition of Sexual Harassment

Under Title IX sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

- (1) An employee conditioning the provision of an aid, benefit, or service of the institution on an individual's participation in unwelcome sexual conduct
- (2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the institution's education program or activity; or
- (3) "Sexual assault" as defined by the Clery Act and "dating violence," "domestic violence," and "stalking" as defined by the VAWA Amendments.

#### 6.7.4. (B) Jurisdiction

Alleged misconduct is addressed by Title IX when the misconduct occurs against a person in the United States on institution property, or at institution-sponsored or affiliated events where the institution exercises substantial control over both the Respondent and the context, or in buildings owned or controlled by a student organization that is officially recognized by the institution. .

#### 6.7.4 (C) Formal Complaints

A Formal Complaint is a written document filed by the Complainant or signed by the Coordinator alleging sexual harassment, as defined by Title IX and its implementing regulations, against a Respondent and requesting that the institution open an investigation. In order to file a Formal Complaint, the Complainant must be participating in or attempting to participate in the education program or activity of the institution occurring within the United States at the time of the filing.

#### 6.7.4 (C) Informal Resolution

Formal Complaints may be resolved informally, except in the instance of an allegation by a student against an institution employee. The following must be met in order to proceed with the informal resolution process:

1. The parties have received written notice of the allegations
2. The parties have received written explanation of the informal process to include, but not limited to:
  - a. Written agreement of the parties to initiate the informal resolution process;
  - b. Written notice that the parties may withdraw from the process at any time prior to the agreement of the terms of the resolution;
  - c. Written notice that the final resolution precludes any further institutional actions on the allegations
3. The institution has agreed to engage in the informal resolution process.

#### 6.7.4 (D) Advisors

Both the Complainant and the Respondent, as parties to the matter, shall have the opportunity to use an advisor (who may or may not be an attorney) of the party's choosing. The advisor may accompany the party to all meetings and may provide advice and counsel to their respective party throughout the Sexual Misconduct process but may not actively participate in the process except to conduct cross-examination at the hearing. If a party chooses not to use an advisor during the investigation, the institution will provide an advisor for the purpose of conducting cross-examination on behalf of the relevant party.

All communication during the Sexual Misconduct process will be between the institution and the party and not the advisor. The institution will copy the party's advisor prior to the finalization of the investigation report when the institution provides the parties the right to inspect and review directly related information gathered during the investigation. With the party's permission, the advisor may be copied on all communications.

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## 6.7.5 Investigations

All Sexual Misconduct investigations involving a student Respondent shall follow the investigation process set forth in [Section 4.6.5, Standards for Institutional Student Conduct Investigation and Disciplinary Proceedings](#).

All Sexual Misconduct investigations involving an employee Respondent, shall be addressed utilizing Board and institutional employment policies and procedures.

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## 6.7.6 Hearings, Possible Sanctions and Appeals

All Sexual Misconduct hearings, sanctions, and appeals involving a student Respondent shall follow the hearing and resolution process set forth in this Policy and [Section 4.6.5, Standards for Institutional Student Conduct Investigation and Disciplinary Proceedings](#).

All Sexual Misconduct adjudication involving an employee Respondent, shall be addressed utilizing Board and institutional employment policies and procedures.

## **CURRENT POLICY LANGUAGE:**

### 4.6.5 Standards for Institutional Student Conduct Investigation and Disciplinary Proceedings

(This policy will take effect Fall Semester, 2017)

This Policy establishes minimum procedural standards for investigations and resolutions of alleged student conduct violations, which each institution must incorporate into its respective student conduct policies. The purpose of this Policy is to ensure uniformity in the quality of investigations while providing for due process that affords fairness and equity in all student conduct investigations.

These procedures apply to matters relating to student misconduct, except matters relating to academic dishonesty, which may be covered under separate institutional policies. Institutions shall inform students of their procedures governing student misconduct complaints and investigations.

#### 4.6.5.1 Reports of Student Misconduct

Institutions must provide clear notice to students and other campus community members as to how to file complaints of misconduct.

Complaints to the appropriate department and/or person(s) should include as much information as possible – such as: (1) the type of misconduct alleged; (2) the name and contact information of the individual(s) accused of misconduct; (3) the date(s), time(s), and place(s) of the misconduct; (4) the name(s) and contact information of any individual(s) with knowledge of the incident; (5) whether any tangible evidence has been preserved; and (6) whether a criminal complaint has been made.

Information from complaints may be shared as necessary to investigate and to resolve the alleged misconduct. Complaints shall be investigated and resolved as outlined below. The need to issue a broader warning to the community in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”) shall be assessed in compliance with federal law.

Where appropriate, complainants may file a law enforcement report as well as an institutional report, but are not required to file both.

1. **Confidentiality:** Where a complainant or alleged victim requests that his or her identity be withheld or the allegation(s) not be investigated, the institutions should consider whether or not such request(s) can be honored while still providing a safe and nondiscriminatory environment for the institution and

conducting an effective review of the allegations. The institution should inform the requesting party that the institution cannot guarantee confidentiality.

2. **Retaliation:** Anyone who, in good faith, reports what she or he believes to be student misconduct participates or cooperates in, or is otherwise associated with any investigation, shall not be subjected to retaliation. Anyone who believes he or she has been the target of retaliation for reporting, participating or cooperating in, or otherwise being associated with an investigation should immediately contact the appropriate department or individual(s) for that institution. Any person found to have engaged in retaliation in violation of the student conduct policy shall be subject to disciplinary action, pursuant to the institution's policy.
3. **False Complaints/Statements:** Individuals are prohibited from intentionally giving false statements to an institution official. Any person found to have intentionally submitted false complaints, accusations, or statements, including during a hearing, in violation of this Policy shall be subject to appropriate disciplinary action (up to and including suspension or expulsion) and adjudicated under the student conduct policy.
4. **Amnesty:** Students should be encouraged to come forward and report violations of the law and/or student code of conduct notwithstanding their own improper use of alcohol or drugs. Any student(s) who voluntarily and in good faith reports information to college or university faculty or staff prior to any investigation concerning use of drugs or alcohol will not be voluntarily reported to law enforcement; nor will information that the individual provides be used against the individual for purposes of conduct violations. Nevertheless, these students may be required to meet with staff members in regard to the incident and may be required to participate in appropriate educational program(s). The required participation in an educational program under this amnesty procedure will not be considered a sanction.  
Nothing in this amnesty procedure shall prevent a university staff member who is otherwise obligated by law (the Clery Act) to report information or statistical data as required.

#### 4.6.5.2 Process for Investigating and Resolving Disputed Reports

**Jurisdiction:** Each institution shall take necessary and appropriate action to protect the safety and well-being of its community. Accordingly, student conduct should be addressed when such acts occur on institution property, at institution-sponsored or affiliated events, or otherwise violate the institution's student conduct policies, regardless as to where such conduct occurs. If the student has admitted responsibility and has voluntarily decided to participate in the informal process, the procedures outlined in this section will not apply.

**Access to Advisors:** The respondent and alleged victim (where applicable), as parties to these proceedings, shall have the right to have an advisor (who may or may not be an attorney) of his or her choosing, and at his or her own expense, for the express purpose

of providing advice and counsel. The advisor may be present during meetings and proceedings during the investigatory and/or resolution process at which his or her advisee is present. The advisor may advise his or her advisee in any manner, including providing questions, suggestions, and guidance on responses to any questions posed to the advisee, but shall not participate directly during the investigation or hearing process. The institution shall not prohibit family members of a party from attending the hearing if the party requests such attendance, but may limit each participant to having two family members present.

**Initial Evaluation of Student Conduct Reports:** Regardless of how an institution becomes aware of misconduct, the institution shall ensure a prompt, fair, and impartial review and resolution of complaints alleging student misconduct. Where a report of student misconduct has been made to the appropriate department and/or person, the institution shall review the complaint to determine whether the allegation(s) describes conduct in violation of the institution's policies and/or code of conduct. If the reported conduct would not be a violation of the institution's policies and/or code of conduct, even if true, then the report should be dismissed. Otherwise, a prompt, thorough, and impartial investigation, and review shall be conducted into each complaint received to determine whether charges against the respondent should be brought.

Where a report of student misconduct alleges sexual misconduct or other forms of harassment and/or discrimination, the report will be referred to and the investigation will be conducted through or as directed by the appropriate office trained and equipped to investigate such matters.

Any report that involves allegation(s) of conduct that could lead to the suspension or expulsion of the respondent(s) in an initial violation must be promptly reported to the System Director by the institution. The System Director will work with the institution to determine whether any interim measure(s) are necessary, to assign an investigator and will collaboratively supervise the investigation with the appropriate institution professional (e.g., the Title IX Coordinator, Dean of Students). If an allegation is not initially identified as one that could lead to suspension or expulsion of the respondent(s), but facts arise during the course of the investigation that would require oversight from the System Director, then the institution shall report that case to the System Director or her designee prior to proceeding.

### **Interim Measures**

Interim measures may be provided by the institution at any point during an investigation and should be designed to protect the alleged victim and the community. To the extent interim measures are imposed, they should minimize the burden on both the alleged victim and the respondent, where feasible. Interim measures may include, but are not limited to:

1. Change of housing assignment;

2. Issuance of a “no contact” directive;
3. Restrictions or bars to entering certain institution property;
4. Changes to academic or employment arrangements, schedules, or supervision;
5. Interim suspension; and
6. Other measures designed to promote the safety and well-being of the parties and the institution’s community.

An interim suspension should only occur where necessary to maintain safety and should be limited to those situations where the respondent poses a serious and immediate danger or threat to persons or property. In making such an assessment, the institution should consider the existence of a significant risk to the health or safety of the alleged victim or the campus community; the nature, duration, and severity of the risk; the probability of potential injury; and whether less restrictive means can be used to significantly mitigate the risk.

Before an interim suspension is issued, the institution must make all reasonable efforts to give the respondent the opportunity to be heard on whether his or her presence on campus poses a danger. If an interim suspension is issued, the terms of the suspension take effect immediately. Upon request, the respondent will have an opportunity to be heard by the respective conduct officer, Title IX Coordinator, or System Director, as appropriate, within three business days in order to determine whether the interim suspension should continue.

## **Investigation**

Throughout any investigation and resolution proceedings, a party shall receive written notice of the alleged misconduct, shall be provided an opportunity to respond, and shall be allowed to remain silent or otherwise not participate in or during the investigation and resolution process without an adverse inference resulting. If a party chooses to remain silent or otherwise not participate in an investigation, the investigation may still proceed and policy charges may still result and be resolved. Additionally, in any investigation involving allegations of sexual misconduct, timely notice of meetings shall be provided to each party of any meeting at which the complainant, respondent or alleged victim may be present. Timely and equal access to information that will be used during the investigation will be provided to the complainant, respondent and alleged victim (where applicable).

Where the potential sanctions for the alleged misconduct may involve a suspension or expulsion (even if such sanctions were to be held “in abeyance,” such as probationary suspension or expulsion) the institution’s investigation and resolution procedures must provide the additional minimal safeguards outlined below.

1. The alleged victim and respondent shall be provided with written notice of the complaint/allegations, pending investigation, possible charges, possible sanctions, and available support services. The notice should also include the

identity of any investigator(s) involved. Notice should be provided via institution email to the address on file.

2. Upon receipt of the written notice, the respondent shall have at least three business days to respond in writing. In that response, the respondent shall have the right to admit or to deny the allegations, and to set forth a defense with facts, witnesses, and supporting materials. A non-response will be considered a general denial of the alleged misconduct. Any alleged victim shall also be provided three business days to respond to or to supplement the notice.
3. If the respondent admits responsibility, the process may proceed to the sanctioning phase or may be informally resolved, if appropriate.
4. If at any point the investigator determines there is insufficient evidence to support a charge or to warrant further consideration of discipline, then the complaint should be dismissed.
5. An investigator shall conduct a thorough investigation and should retain written notes and/or obtain written or recorded statements from each interview. The investigator shall also keep a record of any party's proffered witnesses not interviewed, along with a brief, written explanation of why the witnesses were not interviewed.
6. The initial investigation report shall be provided to the respondent and the alleged victim (where applicable). This report should clearly indicate any resulting charges (or alternatively, a determination of no charges), as well as the facts and evidence in support thereof, witness statements, and possible sanctions. For purposes of this Policy, a charge is not a finding of responsibility, but indicates that there is sufficient evidence to warrant further consideration and adjudication.
7. The final investigation report should be provided to the misconduct panel or hearing officer for consideration in adjudicating the charges brought against the respondent. A copy shall also be provided to the respondent and alleged victim (where applicable) before any hearing. The investigator may testify as a witness regarding the investigation and findings, but shall otherwise have no part in the hearing process and shall not attempt to otherwise influence the proceedings outside of providing testimony during the hearing.

### **Resolution/Hearing**

In no case shall a hearing to resolve charge(s) of student misconduct take place before the investigative report has been finalized.

Where the respondent indicates that he or she contests the charges, the matter shall be set for a hearing and once the investigative report has been finalized and copies provided to the respondent and alleged victim (where applicable); however, the alleged victim (where applicable) and respondent may have the option of selecting informal resolution as a possible resolution in certain student misconduct cases where they mutually agree, except where deemed inappropriate by the Vice President for Student Affairs (or his/her designee) or the System Director.

Where a case is not resolved through informal resolution or informal resolution is not available due to the nature of the charges, the respondent shall have the option of having the charges heard either by an administrator (hearing officer) or a hearing panel. However, all cases involving charges of sexual misconduct that go to a hearing shall be heard by a panel of staff and/or faculty. Sexual misconduct panel members shall receive appropriate annual training as directed by the System Director or Coordinator and required by the Clery Act. If an administrative hearing is requested, the respondent shall use his or her discretion to determine whether the case should be heard by a hearing panel. Notice of the date, time, and location of the hearing shall be provided to the respondent, complainant, and alleged victim (where applicable) at least five business days prior to the hearing. Notice shall be provided via institution email where applicable. Additionally, the following standards will apply to any such hearing:

The respondent shall have the right to present witnesses and evidence to the hearing officer or panel. Witness testimony, if provided, shall pertain to knowledge and facts directly associated with the case being heard. Both parties shall have the right to confront any witnesses, including the other party, by submitting written questions to the hearing officer for consideration. Advisors may actively assist in drafting questions. The Panel shall ask the questions as written and will limit questions only if they are unrelated to determining the veracity of the charge leveled against the respondent(s). In any event, the Panel shall err on the side of asking all submitted questions and must document the reason for not asking any particular questions.

1. Where the hearing officer or panel determines that a party or witness is unavailable and unable to be present due to extenuating circumstances, the hearing officer or panel may establish special procedures for providing testimony from a separate location. In doing so, the hearing officer or panel must determine whether there is a valid basis for the unavailability, ensure proper sequestration in a manner that ensures testimony has not been tainted, and make a determination that such an arrangement will not unfairly disadvantage any party. Should it be reasonably believed that a party or witness who is not physically present has presented tainted testimony, the hearing officer or panel will disregard or discount the testimony.  
In sexual misconduct cases, the hearing officer reserves the right to allow a party to testify in a separate room, so long as no party is unfairly disadvantaged by this procedure. A party must still give testimony in the presence of the Panel, and the opposing party must have the opportunity to view the testimony remotely and to submit follow-up questions.
2. Formal civil rules of evidence do not apply to the investigatory or resolution process.
3. The standard of review shall be a preponderance of the evidence; however, any decision to suspend or to expel a student must also be supported by substantial evidence at the hearing.

4. Institutions should maintain documentation of the proceedings, which may include written findings of fact, transcripts, audio recordings, and/or video recordings.
5. Following a hearing, both the respondent and alleged victim (where applicable) shall be simultaneously provided a written decision via institution email (where applicable) of the outcome and any resulting sanctions. The decision should include details on how to appeal, as outlined below. Additionally, the written decision must summarize the evidence in support of the sanction. The same form will be completed, regardless of whether the student opts for a hearing panel or an administrative proceeding.

### **Possible Sanctions**

In determining the severity of sanctions or corrective actions the following should be considered: the frequency, severity, and/or nature of the offense; history of past conduct; an offender's willingness to accept responsibility; previous institutional response to similar conduct; strength of the evidence; and the wellbeing of the university community. The hearing panel, hearing officer or administrator that found that a policy violation occurred will determine sanctions and issue notice of the same, as outlined above.

The broad range of sanctions includes: expulsion; suspension for an identified time frame or until satisfaction of certain conditions or both; temporary or permanent separation of the parties (e.g., change in classes, reassignment of residence, no contact orders, limiting geography of where parties can go on campus) with additional sanctions for violating no-contact orders; required participation in sensitivity training/awareness education programs; required participation in alcohol and other drug awareness and abuse prevention programs; counseling or mentoring; volunteering/community service; loss of institutional privileges; delays in obtaining administrative services and benefits from the institution (e.g., holding transcripts, delaying registration, graduation, diplomas); additional academic requirements relating to scholarly work or research; financial restitution; or any other discretionary sanctions directly related to the violation or conduct.

#### 4.6.5.3 Appeals

Where the sanction imposed includes a suspension or expulsion (even for one held in abeyance), the following appellate procedures must be provided. The alleged offender (and in cases involving sexual misconduct or other forms of discrimination and/or harassment, the alleged victim) shall have the right to appeal the outcome on any of the following grounds: (1) to consider new information, sufficient to alter the decision, or other relevant facts not brought out in the original hearing, because such information was not known or knowable to the person appealing during the time of the hearing; (2) to allege a procedural error within the hearing process that may have substantially impacted the fairness of the hearing, including but not limited to whether any hearing

questions were improperly excluded or whether the decision was tainted by bias; or (3) to allege that the finding was inconsistent with the weight of the information.

Appeals may be made for the above reasons in any case where sanctions are issued, even when such sanctions are held “in abeyance,” such as probationary suspension or expulsion. The appeal must be made in writing, and must set forth one or more of the bases outlined above, and must be submitted within five business days of the date of the final written decision. The appeal should be made to the institution’s Vice President for Student Affairs or his/her designee.

The appeal shall be a review of the record only, and no new meeting with the respondent or any alleged victim is required. The Vice President, or his or her designee, may affirm the original finding and sanction, affirm the original finding but issue a new sanction of lesser severity, remand the case back to the decision-maker to correct a procedural or factual defect, or reverse or dismiss the case if there was a procedural or factual defect that cannot be remedied by remand. The Vice President or his or her designee shall then issue a decision in writing to the respondent within a reasonable time period.

The decision of the Vice President or his or her designee may be appealed in writing within five business days (as determined by the date of the decision letter) to the President of the institution solely on the three grounds set forth above.

The President may affirm the original finding and sanction, affirm the original finding but issue a new sanction of greater or lesser severity, remand the case back to the decision maker to correct a procedural or factual defect, or reverse or dismiss the case if there was a procedural or factual defect that cannot be remedied by remand. The President’s decision shall be simultaneously issued in writing to the complainant, the respondent and the alleged victim (where applicable) within a reasonable time period. The President’s decision shall be the final decision of the institution.

Should the respondent or alleged victim (where applicable) wish to appeal the President’s decision, he or she may request review by the Board of Regents in accordance with the Board of Regents’ Policy on Discretionary Review.

#### 4.6.5.4 Recusal/Challenge for Bias

Any party may challenge the participation of any institution official, employee or student panel member in the process on the grounds of personal bias by submitting a written statement to the institution’s designee setting forth the basis for the challenge. The designee shall not be the same individual responsible for investigating or adjudicating the conduct allegation. The written challenge should be submitted within a reasonable time after the individual knows or reasonably should have known of the existence of the bias. The institution’s designee will determine whether to sustain or deny the challenge and, if sustained, the replacement to be appointed.



**PROPOSED NEW POLICY LANGUAGE:**

## 4.6.5 Standards for Institutional Student Conduct Investigation and Disciplinary Proceedings

(This policy will take effect Fall Semester, 2020)

This Policy establishes minimum procedural standards for investigations and resolutions of alleged student conduct violations, which each institution must incorporate into its respective student conduct policies. The purpose of this Policy is to ensure uniformity in the quality of investigations while providing for due process that affords fairness and equity in all student conduct investigations.

These procedures apply to matters relating to student misconduct, except matters relating to academic dishonesty, which may be covered under separate institutional policies. Institutions shall inform students of their procedures governing student misconduct complaints and investigations.

For the purposes of this Policy the term Complainant means an individual who is alleged to be a victim of conduct that would violate any Board or other applicable institution policy. The term Respondent means an individual who is alleged to have engaged in behavior that would violate any Board or other applicable institution policy. Other individuals who report information to an institution regarding alleged policy violations are deemed Reporters. Institutions may establish to what extent the procedures outlined in this Policy may apply to Reporters. 4.6.5.1 Reports of Student Misconduct

Institutions must provide clear notice to students and other campus community members as to how to file complaints of misconduct.

Complaints to the appropriate department and/or person(s) should include as much information as possible – such as: (1) the type of misconduct alleged; (2) the name and contact information of the individual(s) accused of misconduct; (3) the date(s), time(s), and place(s) of the misconduct; (4) the name(s) and contact information of any individual(s) with knowledge of the incident; (5) whether any tangible evidence has been preserved; and (6) whether a criminal complaint has been made.

Information from complaints may be shared as necessary to investigate and to resolve the alleged misconduct. Complaints shall be investigated and resolved as outlined below. The need to issue a broader warning to the community in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”) shall be assessed in compliance with federal law.

Where appropriate, an individual who is alleged to be a victim of conduct that would be a violation of this Policy (Complainant) may file a law enforcement report as well as an institutional report, but are not required to file both.

1. **Confidentiality:** Where a Complainant requests that their identity be withheld or the allegation(s) not be investigated, the institution should consider whether or not such request(s) can be honored while still promoting a safe and nondiscriminatory environment for the institution and conducting an effective review of the allegations. The institution should inform the requesting party that the institution cannot guarantee confidentiality and that even granting requests for confidentiality shall not prevent the institution from reporting information or statistical data as required by law, including the Clery Act.
2. **Retaliation:** Anyone who has made a report or complaint, provided information, assisted, participated or refused to participate in any investigation or resolution under applicable Board or institution policy shall not be subjected to retaliation. Anyone who believes they have been subjected to retaliation should immediately contact the appropriate department or individual(s) for that institution. Any person found to have engaged in retaliation shall be subject to disciplinary action, pursuant to the institution's policy.
3. **False Complaints/Statements:** Individuals are prohibited from knowingly giving false statements to an institution official. Any person found to have knowingly submitted false complaints, accusations, or statements, including during a hearing, in violation of applicable Board or institution policy shall be subject to appropriate disciplinary action (up to and including suspension or expulsion) and adjudicated pursuant to the institution's policy.
4. **Amnesty:** Students should be encouraged to come forward and report violations of the law and/or student code of conduct notwithstanding their choice to consume alcohol or drugs. Information reported by a student during the conduct process concerning their consumption of drugs or alcohol will not be voluntarily reported to law enforcement; nor will information that the individual provides be used against the individual for purposes of conduct violations. Nevertheless, these students may be required to meet with staff members regarding the incident and may be required to participate in appropriate educational program(s). The required participation in an educational program under this amnesty procedure will not be considered a sanction. Nothing in this amnesty procedure shall prevent a university staff member who is otherwise obligated by law (the Clery Act) to report information or statistical data as required.

#### 4.6.5.2 Process for Investigating and Resolving Disputed Student Conduct Reports

**Jurisdiction:** Each institution shall take necessary and appropriate action to protect the safety and well-being of its community. Accordingly, student conduct should be addressed when such acts occur on institution property, at institution-sponsored or

affiliated events, or otherwise violate the institution's student conduct policies, regardless as to where such conduct occurs. If the student has admitted responsibility and has voluntarily decided to participate in the informal process, the procedures outlined in this section will not apply.

**Access to Advisors:** The Respondent and Complainant, as parties to these proceedings, shall have the right to have an advisor (who may or may not be an attorney) of the party's choosing, and at their own expense, for the express purpose of providing advice and counsel. The advisor may be present during meetings and proceedings during the investigatory and/or resolution process at which their advisee is present. The advisor may advise their advisee in any manner, including providing questions, suggestions, and guidance on responses to any questions posed to the advisee, but shall not participate directly during the investigation or hearing process.

**Initial Evaluation of Student Conduct Reports:** Regardless of how an institution becomes aware of alleged misconduct, the institution shall ensure a prompt, fair, and impartial review and resolution of complaints alleging student misconduct. Where a report of student misconduct has been made to the appropriate department and/or person, the institution shall review the complaint to determine whether the allegation(s) describes conduct in violation of the institution's policies and/or code of conduct. If the reported conduct would not be a violation of the institution's policies and/or code of conduct, even if true, then the report should be dismissed. Otherwise, a prompt, thorough, and impartial investigation, and review shall be conducted into each complaint received to determine whether charges against the Respondent should be brought.

Any report that involves allegation(s) of conduct that could lead to the suspension or expulsion of the Respondent(s) in an initial violation must be promptly reported to the System Director of Equity & Investigations ("System Director") by the institution. The System Director will work with the institution to determine whether any interim measure(s) are necessary, to assign an investigator and may collaboratively supervise the investigation with the appropriate institution professional (e.g., the Title IX Coordinator, Dean of Students). If an allegation is not initially identified as one that could lead to suspension or expulsion of the Respondent(s), but facts arise during the course of the investigation that would require notice to the System Director, then the institution shall report that case to the System Director or their designee prior to proceeding.

### **Interim Measures**

Interim measures may be implemented by the institution at any point after the institution becomes aware of alleged student misconduct and should be designed to protect any student or other individual in the USG community. To the extent interim measures are imposed, they should minimize the burden on both the Complainant and the Respondent, where feasible. Interim measures may include, but are not limited to:

1. Change of housing assignment;
2. Issuance of a “no contact” directive;
3. Restrictions or bars to entering certain institution property;
4. Changes to academic or employment arrangements, schedules, or supervision;
5. Interim suspension; and
6. Other measures designed to promote the safety and well-being of the parties and the institution’s community.

An interim suspension should only occur where necessary to maintain safety and should be limited to those situations where the Respondent poses a serious and immediate danger or threat to persons or property. In making such an assessment, the institution should consider the existence of a significant risk to the health or safety of the Complainant or the campus community; the nature, duration, and severity of the risk; the probability of potential injury; and whether less restrictive means can be used to significantly mitigate the risk.

Before an interim suspension is issued, the institution must make all reasonable efforts to give the Respondent the opportunity to be heard on whether the Respondent’s presence on campus poses a danger. If an interim suspension is issued, the terms of the suspension take effect immediately. The Respondent shall receive notice of the interim suspension and the opportunity to respond to the interim suspension.

Within three business days of receiving a challenge the institution will determine whether the interim suspension should continue.

### **Investigation**

Throughout any investigation and resolution proceedings, a party shall receive written notice of the alleged misconduct, shall be provided an opportunity to respond, and shall be allowed to remain silent or otherwise not participate in or during the investigation and resolution process without an adverse inference resulting. If a party chooses to remain silent or otherwise not participate in an investigation, the investigation may still proceed and policy charges may still result and be resolved. Timely and equal access to information that will be used during the investigation will be provided to the Complainant and Respondent..

Where the potential sanctions for the alleged misconduct may involve a suspension or expulsion (even if such sanctions were to be held “in abeyance,” such as probationary suspension or expulsion) the institution’s investigation and resolution procedures must provide the additional minimal safeguards outlined below.

1. The Complainant and Respondent shall be provided with written notice of the complaint/allegations, pending investigation, possible charges, possible sanctions, and available support services. The notice should also include the

identity of any investigator(s) involved. Notice should be provided via institution email to the address on file.

2. Upon receipt of the written notice, the Respondent shall have at least three business days to respond in writing. In that response, the Respondent shall have the right to admit or to deny the allegations, and to set forth a defense with facts, witnesses, and supporting materials. A non-response will be considered a general denial of the alleged misconduct. Any Complainant shall also be provided three business days to respond to or to supplement the notice.
3. If the Respondent admits responsibility, the process may proceed to the sanctioning phase or may be informally resolved, if appropriate.
4. If at any point the investigator determines there is insufficient evidence to support a charge or to warrant further consideration of discipline, then the complaint should be dismissed.
5. An investigator shall conduct a thorough investigation and should retain written notes and/or obtain written or recorded statements from each interview. The investigator shall also keep a record of any party's proffered witnesses not interviewed, along with a brief, written explanation of why the witnesses were not interviewed.
6. The initial investigation report shall be provided to the Respondent and the Complainant. This report should clearly indicate any resulting charges (or alternatively, a determination of no charges), as well as the facts and evidence in support thereof, witness statements, and possible sanctions. For purposes of this Policy, a charge is not a finding of responsibility, but indicates that there is sufficient evidence to warrant further consideration and adjudication.
7. The final investigation report should be provided to the misconduct panel or hearing officer for consideration in adjudicating the charges brought against the Respondent. A copy shall also be provided to the Respondent and the Complainant before any hearing. The investigator may testify as a witness regarding the investigation and findings, but shall otherwise have no part in the hearing process and shall not attempt to otherwise influence the proceedings outside of providing testimony during the hearing.

### **Resolution/Hearing**

In no case shall a hearing to resolve charge(s) of student misconduct take place before the investigative report has been finalized.

Where the Respondent indicates that they contest the charges, the matter shall be set for a hearing and once the investigative report has been finalized and copies provided to the Respondent and the Complainant; however, the Complainant and Respondent may have the option of selecting informal resolution as a possible resolution in certain student misconduct cases where they mutually agree, except where deemed inappropriate by the Vice President for Student Affairs (or their designee) or the System Director.

Where a case is not resolved through informal resolution or informal resolution is not available due to the nature of the charges, the Respondent shall have the option of having the charges heard either by an administrator (hearing officer) or a hearing panel. If an administrative hearing is requested, the Respondent shall use their discretion to determine whether the case should be heard by a hearing panel. Notice of the date, time, and location of the hearing shall be provided to the Respondent and Complainant at least five business days prior to the hearing. Notice shall be provided via institution email where applicable. Hearings shall be conducted in-person or via conferencing technology as reasonably available. Additionally, the following standards will apply to any such hearing:

The parties shall have the right to present witnesses and evidence to the hearing officer or panel. Witness testimony, if provided, shall pertain to knowledge and facts directly associated with the case being heard. The parties shall have the right to confront any witnesses, including the other party, by submitting written questions to the hearing officer for consideration. Advisors may actively assist in drafting questions. The Panel shall ask the questions as written and will limit questions only if they are unrelated to determining the veracity of the charge leveled against the Respondent(s). In any event, the Panel shall err on the side of asking all submitted questions and must document the reason for not asking any particular questions.

1. Where the hearing officer or panel determines that a party or witness is unavailable and unable to be present due to extenuating circumstances, the hearing officer or panel may establish special procedures for providing testimony from a separate location. In doing so, the hearing officer or panel must determine whether there is a valid basis for the unavailability, ensure proper sequestration in a manner that ensures testimony has not been tainted, and make a determination that such an arrangement will not unfairly disadvantage any party. Should it be reasonably believed that a party or witness who is not physically present has presented tainted testimony, the hearing officer or panel will disregard or discount the testimony.
2. Formal civil rules of evidence do not apply to the investigatory or resolution process.
3. The standard of review shall be a preponderance of the evidence.
4. Institutions should maintain documentation of the proceedings, which may include written findings of fact, transcripts, audio recordings, and/or video recordings.
5. Following a hearing, both the Respondent and Complainant shall be simultaneously provided a written decision via institution email (where applicable) of the outcome and any resulting sanctions. The decision should include details on how to appeal, as outlined below. Additionally, the written decision must summarize the evidence relied on in support of the outcome and the rationale for the resulting sanction. The same form will be completed,

regardless of whether the student opts for a hearing panel or an administrative proceeding.

#### 4.6.5.3 Reports of Sexual Misconduct<sup>1</sup>

**Initial Evaluation of Sexual Misconduct Reports:** Upon notice of the alleged Sexual Misconduct the institution's Title IX Coordinator ("Coordinator") will assess whether a formal investigation, informal resolution, or dismissal would be appropriate. In making this determination, the Coordinator will assess whether the allegation(s), if true, would rise to the level of prohibited conduct, whether a Formal Complaint must be filed, whether an investigation is appropriate in light of the circumstances, whether the parties prefer an informal resolution, and whether any safety concerns exist for the campus community. The need to issue a broader warning to the community in compliance with the Clery Act shall be assessed in compliance with federal law.

**Confidentiality:** Where a Complainant requests that their identity be withheld or the allegation(s) not be investigated, the Coordinator should consider whether or not such request(s) can be honored in a manner consistent with the institution's obligations to promote a safe and nondiscriminatory environment. The institution should inform the Complainant that the institution cannot guarantee confidentiality. Honoring a Complainant's request for confidentiality shall not prevent the institution from reporting information or statistical data as required by law, including the Clery Act.

**Retaliation:** Anyone who has made a report or complaint, provided information, assisted, participated, or refused to participate in any manner in the Sexual Misconduct process, shall not be subjected to retaliation. Anyone who believes that they have been subjected to retaliation should immediately contact the Coordinator or their designee. Any person found to have engaged in retaliation shall be subject to disciplinary action.

**False Complaints/Statements:** Individuals are prohibited from knowingly making false statements or knowingly submitting false information to a system or institution official. Any person found to have knowingly submitted false complaints, accusations, or statements, including during a hearing, shall be subject to appropriate disciplinary action (up to and including suspension or expulsion) under the appropriate institutional process.

**Amnesty:** Students should be encouraged to come forward and to report Sexual Misconduct notwithstanding their choice to consume alcohol or to use drugs. Information reported by a student during the Sexual Misconduct process concerning the consumption of drugs or alcohol will not be used against the particular student in a disciplinary proceeding or voluntarily reported to law enforcement; however, students

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<sup>1</sup> Terms in this Section shall have their meaning as outlined in BOR 6.7.

may be provided with resources on drug and alcohol counseling and/or education, as appropriate. Nevertheless, these students may be required to meet with staff members regarding the incident and may be required to participate in appropriate educational program(s). The required participation in an educational program under this amnesty procedure will not be considered a sanction.

Nothing in this amnesty provision shall prevent an institution staff member who is otherwise obligated by law (the Clery Act) to report information or statistical data as required.

**Jurisdiction:** Each institution shall take necessary and appropriate action to promote the safety and well-being of its community. Accordingly, Sexual Misconduct should be addressed when such acts occur on institution property, at institution-sponsored or affiliated events, or otherwise violates the institution's student conduct policies, regardless as to where such conduct occurs.

**Access to Advisors:**

1. For Formal Title IX Complaints: Both the Complainant and the Respondent, as parties to the matter, shall have the opportunity to use an advisor (who may or may not be an attorney) of the party's choosing. The advisor may accompany the party to all meetings and may provide advice and counsel to their respective party throughout the Sexual Misconduct process, including providing questions, suggestions and guidance to the party, but may not actively participate in the process except to conduct cross-examination at the hearing as outlined in the Resolution/Hearing section below. If a party chooses not to use an advisor during the investigation, the institution will provide an advisor for the purpose of conducting cross-examination on behalf of the relevant party.

All communication during the Sexual Misconduct process will be between the institution and the party and not the advisor. The institution will copy the party's advisor prior to the finalization of the investigation report when the institution provides the parties the right to inspect and review directly related information gathered during the investigation. With the party's permission, the advisor may be copied on all communications.

2. For Non-Title IX Sexual Misconduct Complaints: Both the Complainant and the Respondent, as parties to the matter, shall have the opportunity to use an advisor (who may or may not be an attorney) of the party's choosing at the party's own expense. The advisor may accompany the party to all meetings and may provide advice and counsel to their respective party throughout the Sexual Misconduct process but may not actively participate in the process. All communication

during the Sexual Misconduct process will be between the institution and the party and not the advisor. With the party's permission, the advisor may be copied on all communications.

**Interim Measures:** Interim measures may be implemented at any point after the institution becomes aware of an allegation of Sexual Misconduct and should be designed to protect any student or other individual in the USG community. Such measures are designed to restore or preserve equal access to the education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter Sexual Misconduct and retaliation. Interim measures must be implemented consistent with the provisions in applicable Board and institutional policies and procedures.

An interim suspension should only occur where necessary to promote safety and should be limited to those situations where the Respondent poses a serious and immediate danger or threat to persons or property. In making such an assessment, the institution should consider the existence of a significant risk to the health or safety of the Complainant or the campus community; the nature, duration, and severity of the risk; the probability of potential injury; and whether less restrictive means can be used to significantly mitigate the risk.

Before an interim suspension is issued, the institution must make reasonable efforts to give the Respondent the opportunity to be heard on whether the Respondent's presence on campus poses a danger. If an interim suspension is issued, the terms of the interim suspension take effect immediately. The Respondent shall receive notice of the interim suspension and the opportunity to respond to the interim suspension.

Within three business days of receiving a challenge the institution will determine whether the interim suspension should continue.

#### 4.6.5.4 Process for Investigating and Resolving Sexual Misconduct Reports<sup>2</sup>

##### **Investigation**

Throughout any investigation and resolution proceeding, a party shall receive written notice of the alleged Sexual Misconduct, shall be provided an opportunity to respond, and shall be allowed the right to remain silent or otherwise not participate in or during the investigation and resolution process without an adverse inference resulting.

If a party chooses to remain silent or otherwise not participate in the investigation or resolution process, the investigation and resolution process may still proceed, and

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<sup>2</sup> Terms in this Section shall have their meaning as outlined in BOR 6.7.

policy violations may still result. A party's choice to remain silent or otherwise not participate will be considered a general denial.

Until a final determination of responsibility, the Respondent is presumed to have not violated the Sexual Misconduct Policy. Prior to the finalization of the investigation report, timely and equal access to information directly related to the allegations that has been gathered during the investigation and may be used at the hearing will be provided to the Complainant, the Respondent, and a party's advisor (where applicable).

Formal civil rules of evidence do not apply to the investigation process, additionally the standard of review throughout the Sexual Misconduct process is a preponderance of the evidence.

1. The parties shall be provided with written notice of the: report/allegations with sufficient details, pending investigation, possible charges, possible sanctions, available support services and interim measures, and other rights under applicable institutional policies. For the purposes of this provision sufficient details include the identities of the parties involved, if known, the conduct allegedly constituting Sexual Misconduct, and the date and location of the alleged incident, if known. This information will be supplemented as necessary with relevant evidence collected during the investigation. The notice should also include the identity of any investigator(s) involved. Notice should be provided via institution email to the party's institution email.
2. Upon receipt of the written notice, the parties shall have at least three business days to respond in writing. In that response, the Respondent shall have the right to admit or deny the allegations, and to set forth a defense with facts, witnesses, and supporting materials. A Complainant shall have the right to respond to and supplement the notice. Throughout the Sexual Misconduct process the Complainant and the Respondent shall have the right to present witnesses and other inculpatory and exculpatory evidence.
3. If the Respondent admits responsibility, the process may proceed to the sanctioning phase or may be informally resolved, if appropriate.
4. An investigator shall conduct a thorough investigation and should retain written notes and/or obtain written or recorded statements from each interview. The investigator shall also keep a record of any party's proffered witnesses not interviewed, along with a brief, written explanation of why the witnesses were not interviewed.
5. An investigator shall not access, consider, disclose, or otherwise use a party's records made or maintained by a physician, psychiatrist, psychologist, or other recognized professional made in connection with the party's treatment unless the party has provided voluntary written consent. This also applies to information protected by recognized legal privilege.
6. The initial investigation report shall be provided to the Complainant, the Respondent, and a party's advisor (if applicable). This report should fairly summarize the relevant evidence gathered during the investigation and clearly

indicate any resulting charges or alternatively, a determination of no charges. For purposes of this Policy, a charge is not a finding of responsibility.

7. The Complainant and the Respondent shall have at least 10 calendar days to review and respond in writing to the initial investigation report and directly related information gathered during the investigation. The investigator will review the Complainant's and the Respondent's written responses, if any, to determine whether further investigation or changes to the investigation report are necessary.
8. The final investigation report should be provided to the Complainant, the Respondent, and a party's advisor, if applicable, at least 10 calendar days prior to the Hearing. The final investigation report should also be provided to all Hearing Panel members for consideration during the adjudication process.

### **Resolution/Hearing**

The Respondent and the Complainant, as parties to the matter, may have the option of selecting informal resolution as a possible resolution in certain cases where the parties agree, and it is deemed appropriate by the institution. Where a matter is not resolved through informal resolution a hearing shall be set. All Sexual Misconduct cases shall be heard by a panel of faculty and/or staff. All institutional participants in the Sexual Misconduct resolution process shall receive appropriate annual training as directed by the System Director or Coordinator and required by the Clery Act and Title IX.

In no case shall a hearing to resolve a Sexual Misconduct allegation take place before the investigation report has been finalized. The investigator may testify as a witness regarding the investigation and findings but shall otherwise have no part in the hearing process and shall not attempt to otherwise influence the proceedings outside of providing testimony during the hearing. All directly related evidence shall be available at the hearing for the parties and their advisors to reference during the hearing.

Relevant facts or evidence that were not known or knowable to the parties prior to the issuance of the final investigative report shall be admissible during the hearing. The institution will determine how the facts or evidence will be introduced. The admissibility of any facts or evidence known or knowable by the parties prior to the issuance of the final investigative report, and which were not submitted during the investigation, shall be determined by the institution in compliance with the obligation to provide both parties an equal opportunity to present and respond to witnesses and other evidence.

Notice of the date, time, and location of the hearing as well as the selected hearing panel members shall be provided to the Complainant and the Respondent at least 10 calendar days prior to the hearing. Notice shall be provided via institution email to the parties' institution email. Parties may attend the hearing with their advisor.

Hearings shall be conducted in-person or via video conferencing technology. Where the institution determines that a party or witness is unable to be present in person due to

extenuating circumstances, the institution may establish special procedures to permit that individual to provide testimony from a separate location. In doing so, the institution must determine whether there is a valid basis for the individual's unavailability, require that the individual properly sequester in a manner that ensures testimony has not been tainted, and make a determination that such arrangement will not unfairly disadvantage any party. Should it be reasonably believed that the individual presented tainted testimony, the hearing panel will disregard or discount the testimony. Parties may also request to provide testimony in a separate room from the opposing party, so long as no party is unfairly disadvantaged, and they have the opportunity to view the testimony remotely and submit follow-up questions.

At all times participants in the hearing process, including parties, a party's advisor, and institution officials, are expected to act in a manner that promotes dignity and decorum throughout the hearing. Participants are expected to be respectful to others and follow procedural formalities outlined by this Policy and the institution. The institution reserves the right to remove any participant from the hearing environment if the participant refuses to adhere to the institution's established rules of decorum.

Each institution shall maintain documentation of the investigation and resolution process, which may include written findings of fact, transcripts, audio recordings, and/or video recordings. Any documentation shall be maintained for seven years.

Additionally, the following standards will apply to Title IX and Non-Title IX Sexual Misconduct hearings respectively:

A. Title IX Hearings

1. Where a party or a witness is unavailable, unable, or otherwise unwilling to participate in the hearing, including being subject to cross-examination, the hearing panel shall not rely on statements of that party or witness in reaching its determination regarding responsibility. The hearing panel shall not draw an adverse inference against the party or witness based solely on their absence from the hearing or refusal to subject to cross-examination.
2. The parties shall have the right to present witnesses and evidence at the hearing.
3. The parties shall have the right to confront any witness, including the other party, by having their advisor ask relevant questions directly to the witness. The Hearing Officer shall limit questions raised by the advisor when they are irrelevant to determining the veracity of the allegations against the Respondent(s). In any such event, the Hearing Officer shall err on the side of permitting all the raised questions and must document the reason for not permitting any particular questions to be raised.
4. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior, shall be deemed irrelevant, unless such questions and evidence are offered to prove that someone other than the

Respondent committed the alleged conduct or consent between the parties during the alleged incident.

5. The hearing panel shall not access, consider, disclose, or otherwise use a party's records made or maintained by a physician, psychiatrist, psychologist, or other recognized professional made in connection with the party's treatment unless the party has provided voluntary written consent. This also applies to information protected by recognized legal privilege.
6. Formal civil rules of evidence do not apply to the resolution process and the standard of evidence shall be a preponderance of the evidence.
7. Following a hearing, the parties shall be simultaneously provided a written decision via institution email of the hearing outcome and any resulting sanctions or administrative actions. The decision must include the allegations, procedural steps taken through the investigation and resolution process, findings of facts supporting the determination(s), determination(s) regarding responsibility, and the evidence relied upon and rationale for any sanction or other administrative action. The institution shall also notify the parties of their right to appeal as outlined below.

#### B. Non-Title IX Sexual Misconduct Hearings

1. The parties shall have the right to present witnesses and evidence at the hearing. Witness testimony, if provided, shall pertain to knowledge and facts directly associated with the case being heard.
2. The parties shall have the right to confront any witnesses, including the other party, by submitting written questions to the Hearing Officer for consideration. Advisors may actively assist in drafting questions. The Hearing Officer shall ask the questions as written and will limit questions only if they are irrelevant to determining the veracity of the allegations against the Respondent(s). In any such event, the Hearing Officer shall err on the side of asking all submitted questions and must document the reason for not asking any particular questions.
3. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior, shall be deemed irrelevant, unless such questions and evidence are offered to prove that someone other than the Respondent committed the alleged conduct or consent between the parties during the alleged incident.
4. The hearing panel shall not access, consider, disclose, or otherwise use a party's records made or maintained by a physician, psychiatrist, psychologist, or other recognized professional made in connection with the party's treatment unless the party has provided voluntary written consent. This also applies to information protected by recognized legal privilege.

5. Formal civil rules of evidence do not apply to the resolution process and the standard of evidence shall be a preponderance of the evidence.
6. Following a hearing, the parties shall be simultaneously provided a written decision via institution email of the hearing outcome and any resulting sanctions or administrative actions. The decision must include the allegations, procedural steps taken through the investigation and resolution process, findings of facts supporting the determination(s), determination(s) regarding responsibility, and the evidence relied upon and rationale for any sanction or other administrative action. The institution shall also notify the parties of their right to appeal, as outlined below.

#### 4.6.5.5 Possible Sanctions

In determining the severity of sanctions or corrective actions the following should be considered: the frequency, severity, and/or nature of the offense; history of past conduct; an offender's willingness to accept responsibility; previous institutional response to similar conduct; strength of the evidence; and the wellbeing of the university community. The institution will determine sanctions and issue notice of the same, as outlined above.

The broad range of sanctions includes: expulsion; suspension for an identified time frame or until satisfaction of certain conditions or both; temporary or permanent separation of the parties (e.g., change in classes, reassignment of residence, no contact orders, limiting geography of where parties can go on campus) with additional sanctions for violating no-contact orders; required participation in sensitivity training/awareness education programs; required participation in alcohol and other drug awareness and abuse prevention programs; counseling or mentoring; volunteering/community service; loss of institutional privileges; delays in obtaining administrative services and benefits from the institution (e.g., holding transcripts, delaying registration, graduation, diplomas); additional academic requirements relating to scholarly work or research; financial restitution; or any other discretionary sanctions directly related to the violation or conduct.

For suspension and expulsion, the institution must articulate, in its written decision, the substantial evidence relied upon in determining that suspension or expulsion were appropriate. For purposes of this Policy substantial evidence means evidence that a reasonable person might accept to support the conclusion.

#### 4.6.5.6 Appeals

Appeals may be made in any case where sanctions are issued, even when such sanctions are held "in abeyance," such as probationary suspension or expulsion. Where the sanction imposed includes a suspension or expulsion (even for one held in abeyance), the following appellate procedures must be provided.

The Respondent (and in cases involving Sexual Misconduct or other forms of discrimination and/or harassment, the Complainant) shall have the right to appeal the outcome on any of the following grounds: (1) to consider new information, sufficient to alter the decision, or other relevant facts not brought out in the original hearing, because such information was not known or knowable to the person appealing during the time of the hearing (or appeal); (2) to allege a procedural error within the hearing process that may have substantially impacted the fairness of the hearing (or appeal), including but not limited to whether any hearing questions were improperly excluded or whether the decision was tainted by a conflict of interest or bias by the Title IX Coordinator, Conduct Officer, investigator(s), decision maker(s); or (3) to allege that the finding was inconsistent with the weight of the information.

The appeal must be made in writing, and must set forth one or more of the bases outlined above, and must be submitted within five business days of the date of the final written decision. The appeal should be made to the institution's Vice President for Student Affairs or their designee.

The appeal shall be a review of the record only, and no new meeting with the Respondent or any Complainant is required. The Vice President, their designee, may affirm the original finding and sanction, affirm the original finding but issue a new sanction of greater or lesser severity, remand the case back to the decision-maker to correct a procedural or factual defect, or reverse or dismiss the case if there was a procedural or factual defect that cannot be remedied by remand. The Vice President or their designee shall then issue a decision in writing to the parties within a reasonable time period.

The decision of the Vice President or his or her designee may be appealed in writing within five business days (as determined by the date of the decision letter) to the President of the institution solely on the three grounds set forth above.

The President may affirm the original finding and sanction, affirm the original finding but issue a new sanction of greater or lesser severity, remand the case back to any lower decision maker to correct a procedural or factual defect, or reverse or dismiss the case if there was a procedural or factual defect that cannot be remedied by remand. The President's decision shall be simultaneously issued in writing to the parties within a reasonable time period. The President's decision shall be the final decision of the institution.

Should the Respondent or Complainant wish to appeal the President's decision, they may request review by the Board of Regents in accordance with the Board of Regents' Policy on Discretionary Review.

Appeals received after the designated deadlines above will not be considered unless the institution or Board of Regents has granted an extension prior to the deadline. If an appeal is not received by the deadline the last decision on the matter will become final.

#### 4.6.5.7 Recusal/Challenge for Bias

Any party may challenge the participation of any institution official, employee or student panel member in the process on the grounds of personal bias by submitting a written statement to the institution's designee setting forth the basis for the challenge. The designee shall not be the same individual responsible for investigating or adjudicating the conduct allegation. The written challenge should be submitted within a reasonable time after the individual knows or reasonably should have known of the existence of the bias. The institution's designee will determine whether to sustain or deny the challenge and, if sustained, the replacement to be appointed.

**5. Executive Session**

The Committee will enter executive session to discuss pending applications for review. These are made to the Board of Regents Office of Legal Affairs pursuant to Policy 6.26. Applications for Discretionary Review and are typically personnel matters and issues of academic status.

# AGENDA

## COMMITTEE ON INTERNAL AUDIT, RISK, AND COMPLIANCE

August 6, 2020

**Agenda Item**

**Page No.**

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### INFORMATION ITEMS

1. Update on the University System of Georgia's Ethics Awareness Week and Ethics and Compliance Reporting Line. 1

## AGENDA

### COMMITTEE ON INTERNAL AUDIT, RISK, AND COMPLIANCE

August 6, 2020

1. **Information Item: Update on the University System of Georgia's 2019 Ethics Awareness Week and Ethics & Compliance Reporting Line**

Dr. John M. Fuchko, III, Vice Chancellor for Organizational Effectiveness and Mr. Wesley Horne, Director of Ethics and Compliance, will provide an update on the University System of Georgia's (USG) annual Ethics Awareness Week and the USG's Ethics and Compliance Reporting Line.

Each year since 2014, the USG has promoted a week-long awareness campaign called Ethics Awareness Week. The USG uses this awareness event to celebrate and reinforce our shared ethical values and code of conduct. Central to this event are our shared Core Values of Integrity, Excellence, Accountability and Respect. As part of this awareness campaign, each USG institution takes part in campus activities to bring awareness to the importance of an Ethical Culture and compliance with USG policies and both state and federal law.

The USG implemented an Ethics Line in 2008 as part of the USG's Ethics and Compliance Program. All USG institutions and the University System Office have an Ethics Line which allows users to confidentially or anonymously report policy violations and suspected instances of fraud, waste and abuse. Reports may be made on-line, by telephone, in-person or manually entered by an authorized employee. The Ethics Line continues to be an important part of the USG's comprehensive Ethics & Compliance Program. Significant cases of fraud, waste and abuse and significant policy violations were addressed as a result of the Ethics Line.

## AGENDA

### COMMITTEE ON REAL ESTATE AND FACILITIES

August 6, 2020

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## AGENDA

### COMMITTEE ON REAL ESTATE AND FACILITIES

August 6, 2020

#### 1. Chancellor's Actions

Pursuant to authority delegated by the Board, the Chancellor took the following actions:

##### a. Amendments to Rental Agreements, University of Georgia

Summary: Authorized execution of amendments to thirteen (13) public private venture (“PPV”) rental agreements and two (2) operating rental agreements for the benefit of the University of Georgia (“UGA”). Collectively, these fifteen (15) amendments will enable UGA to defer four (4) months of rental payments (the “Deferrals”) totaling approximately \$6,122,814 from Fiscal Year (“FY”) 2020 and FY2021 to FY2022, with no change to the total rent obligation owed by UGA. The PPV rental agreement payment deferrals will assist UGA in maintaining adequate fund balances to address unanticipated COVID-19-related costs expenses in FY2021. The operating rental agreement payment deferrals will enable UGA to offset some COVID-19 related revenue losses to the UGA at Oxford program and the Washington Semester Program.

##### b. Authorization of Rental Agreement, Valdosta State University

Summary: Authorized execution of a ten (10) month rental agreement for up to 120 beds of off-campus student housing at The Grove Valdosta at a monthly rental amount not to exceed \$71,400. The beds will be used to transfer upper-class students who had been assigned on-campus housing to an off-campus location, freeing up on campus space to house incoming freshman.

2. **Authorization of Project No. BR-90-2101, Carmichael Student Center Bookstore Relocation/Renovation, Kennesaw State University**

Recommended: That the Board authorize Project No. BR-90-2101, Carmichael Student Center Bookstore Relocation/Renovation, Kennesaw State University (“KSU”), with a total project budget of \$2,500,000 to be funded with auxiliary services funds.

Understandings: The bookstore on the Kennesaw campus of KSU is currently located on two levels of the Carmichael Student Center (the “Center”) that are connected by an open stairway. KSU proposes to consolidate the bookstore to one level of the Center by renovating approximately 12,000 square feet on the second floor to create an efficient, contiguous, customer-friendly space. In addition to consolidation of operations to a single floor, the project scope includes removal of the stairway and replacement of the service elevator to provide better access to the loading dock.

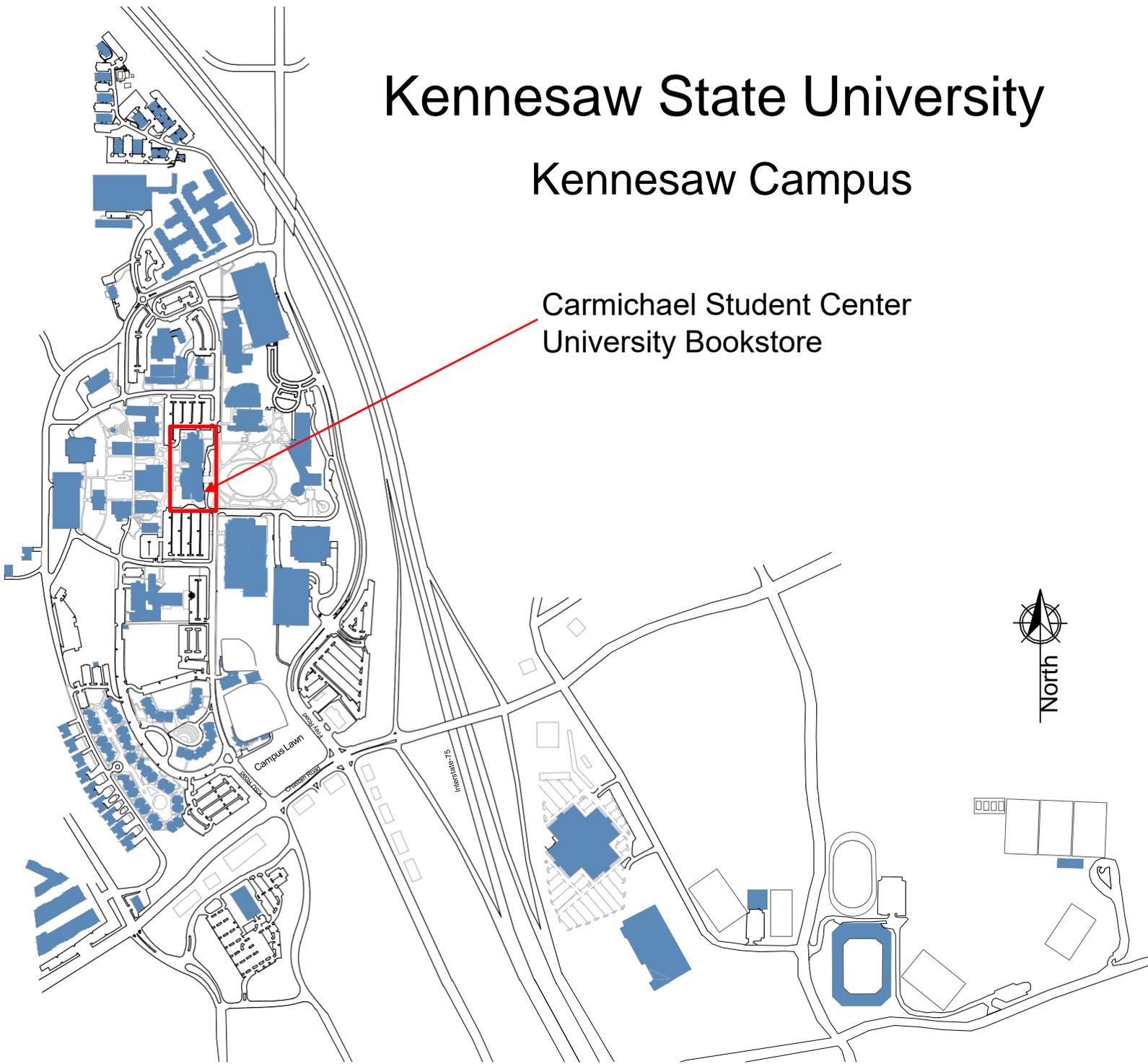
The project, which has an estimated construction cost of \$1,875,000, is consistent with KSU’s master plan.

If authorized by the Board, the University System Office staff and KSU will proceed with the design and construction of the project in accordance with Board of Regents procedures.

# Kennesaw State University

## Kennesaw Campus

Carmichael Student Center  
University Bookstore



3. **Authorization of Project No. BR-90-2102, Marietta Campus Recreation Center Renovation, Kennesaw State University**

Recommended: That the Board authorize Project No. BR-90-2102, Marietta Campus Student Recreation Center Renovation, Kennesaw State University (“KSU”) with a total project budget of \$5,400,000 to be funded with Recreation Center reserves.

Understandings: Constructed in 1996, the Marietta Campus Student Recreation Center (the “Center”) totals 35,948 square feet. The proposed renovation would be concentrated in approximately 16,500 square feet of space in the Center, and would involve upgrades to mechanical systems, infill of the existing swimming pool and creation of new recreation areas. In addition to new spaces for weights and exercise equipment, the project scope includes an “e-sports” area designed to help establish a unique identity for the Marietta campus.

KSU envisions that a newly renovated Center would strengthen the Marietta campus community by providing an improved student experience. Furthermore, KSU expects that the planned improvements would assist with the recruitment of new students, as well as retention of current enrollees.

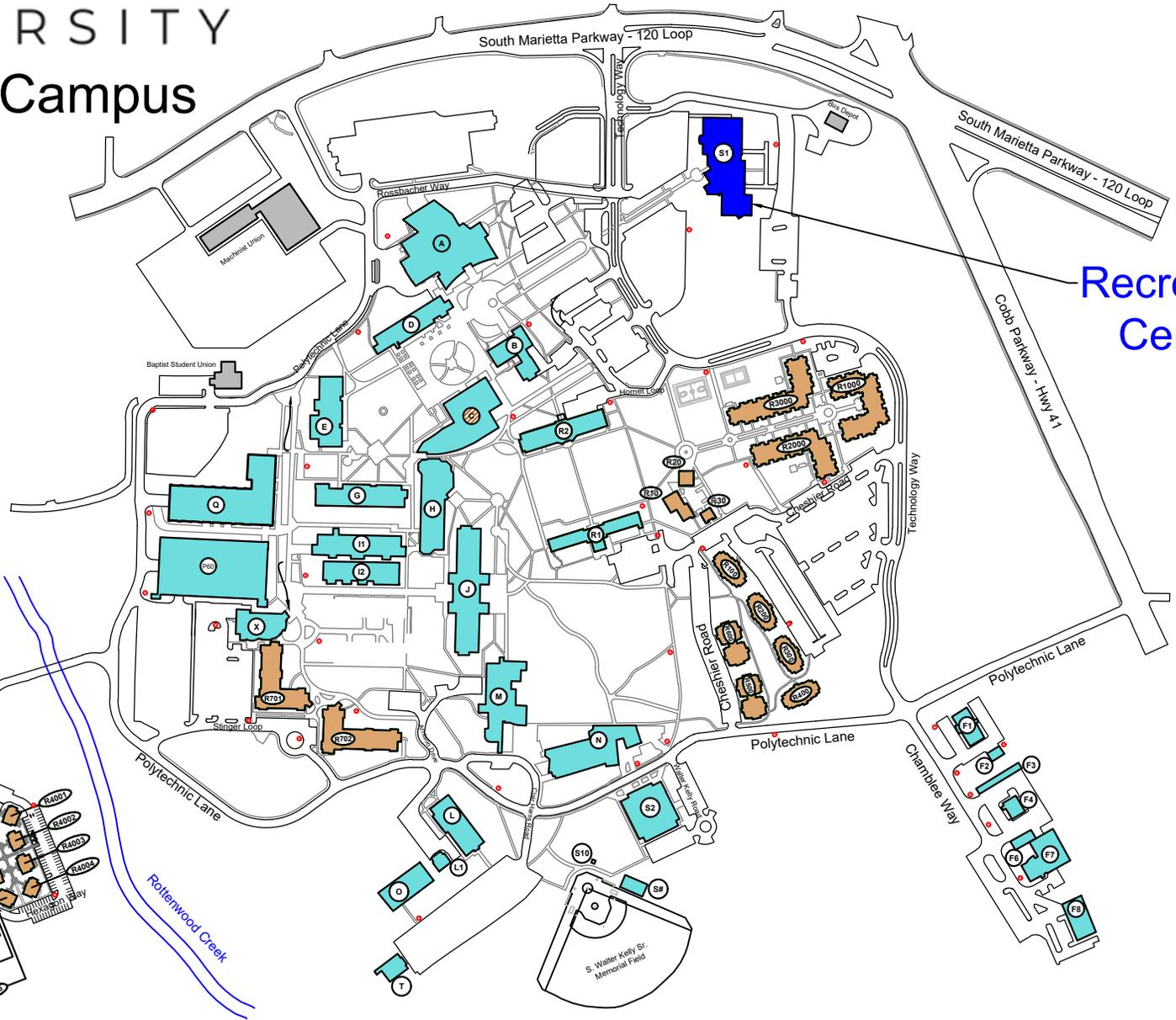
The project, which has an estimated construction cost of \$3,950,000, is consistent with KSU’s master plan.

If authorized by the Board, the University System Office staff and KSU will proceed with the design and construction of the project in accordance with Board of Regents procedures.

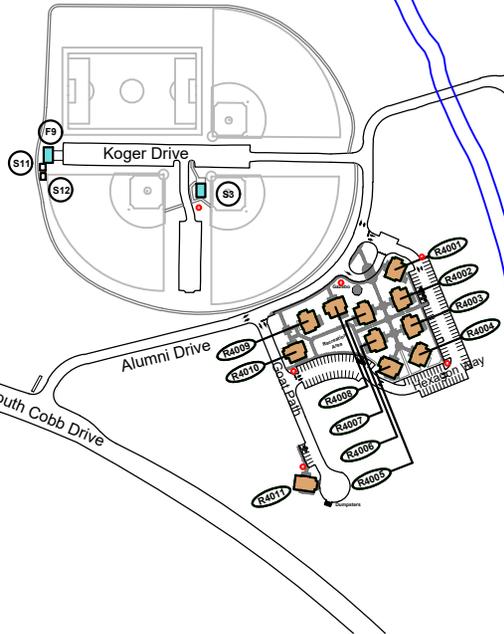


# KENNESAW STATE UNIVERSITY

## Marietta Campus



Recreation Center



4. **Authorization of Project No. BR-66-2101, South Campus Roadway Extension and Conveyance of Property, Georgia Southern University**

Recommended: That the Board authorize Project No. BR-66-2101, South Campus Roadway Extension and Conveyance of Property (the “Project”), Georgia Southern University (“GSOU”), with a total project budget of \$8,415,000. The Project would be partially funded through a Local Maintenance and Improvement Grant (“LMIG”) totaling \$1,205,400 from the Georgia Department of Transportation (“GDOT”) and an additional \$5,330,000 from GDOT’s Statewide Transportation Improvement Program (“STIP”) (collectively, the “GDOT Funds”). The remaining \$1,879,600 required to complete the Project would be sourced from institutional funds.

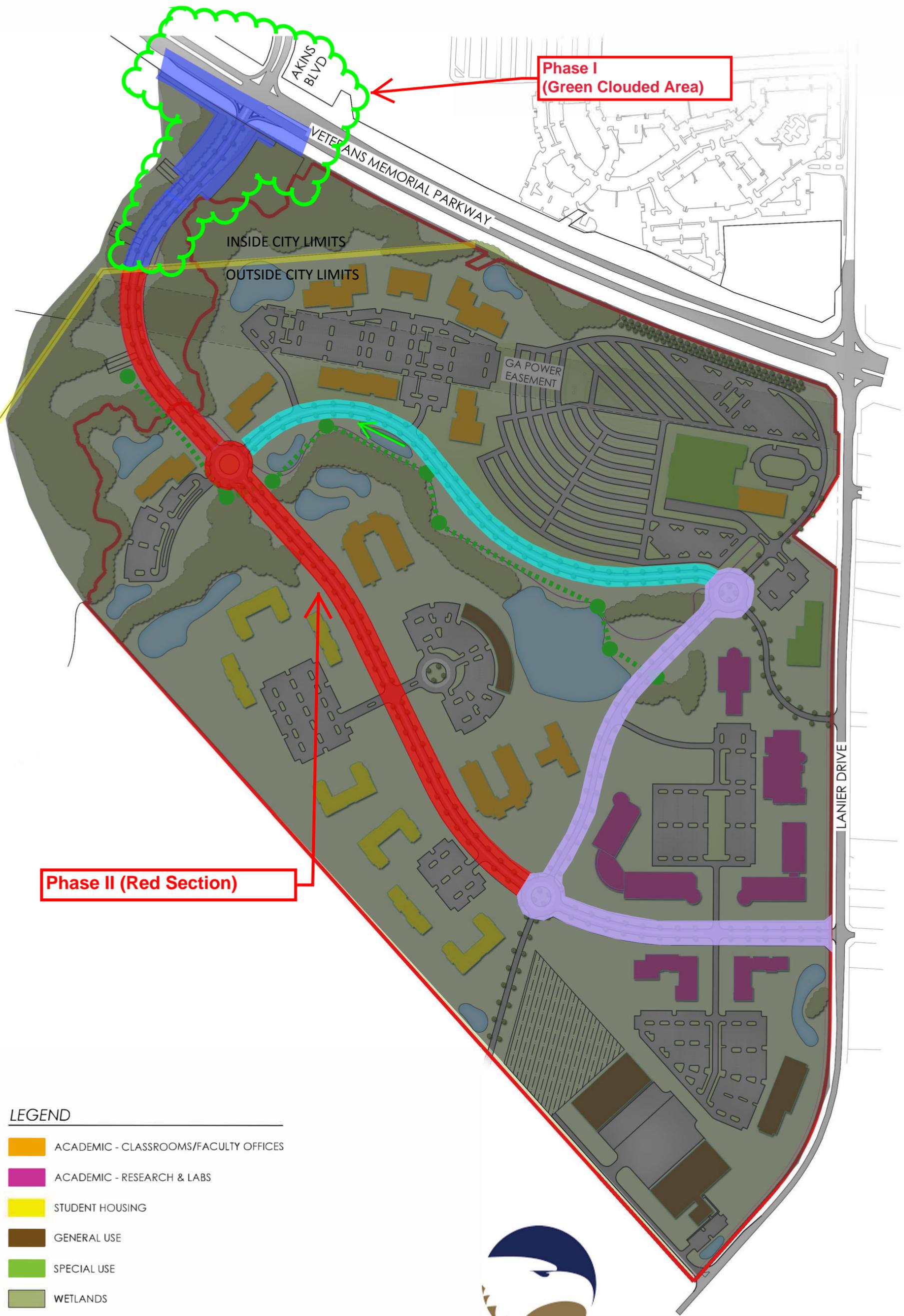
Recommended further: That the Board authorize Real Estate and Facilities staff, in coordination with staff from Legal Affairs, to execute any property conveyances necessary to obtain the GDOT Funds and complete the Project.

Understandings: The Project would extend Akins Boulevard across Veterans Memorial Parkway to connect the northern portion of the Statesboro Campus to the south. The first phase of the Project (“Phase I”) would intersect with the newly completed Tormenta Way, providing improved access to Old Register Road to the west. The Project’s second phase (“Phase II”) would join Phase I and the road completed pursuant to the J-302 South Campus Infrastructure Development project that the Board approved as part of the Fiscal Year 2017 Capital Outlay.

GSOU has partnered with the City of Statesboro (the “City”) and GDOT to secure the LMIG. The LMIG would cover 70% of all direct construction costs (the “Direct Costs”) of Phase I, with GSOU responsible for the remaining Direct Costs and 100% of the indirect, or non-essential, costs (the “Indirect Costs”), including design, sidewalks, landscaping and site lighting. The STIP funds would be applied to 100% of Phase II’s Direct Costs, with GSOU covering the Indirect Costs including some wetlands mitigation.

Requirements for securing the GDOT Funds mandate that the right-of-way necessary for the Project be conveyed to the City or GDOT prior to the start of construction. Approximately 3.69 acres of right-of-way needed for Phase I has been conveyed to the City pursuant to authority delegated to the Vice Chancellor for Real Estate and Facilities under Board Policy 9.8.2.2. An additional conveyance of approximately 11.4 acres of right-of-way would be required to obtain the STIP funding. Upon completion of Phase I and Phase II, these rights-of-way would be deeded back to the Board of Regents, for the benefit of GSOU. Upon completion of these transfers, GSOU would control use of the road and be responsible for its maintenance.

The stated cost limitation for the Project is \$6,650,000 for essential road construction, not including sidewalks or landscaping. The Project is consistent with GSOU’s master plan. If authorized by the Board, the University System Office staff and GSOU will proceed with design and construction of the Project in accordance with Board of Regents procedures.



**Phase I  
(Green Clouded Area)**

**Phase II (Red Section)**

**LEGEND**

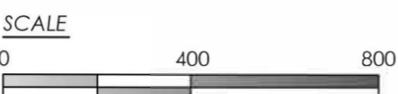
- ACADEMIC - CLASSROOMS/FACULTY OFFICES
- ACADEMIC - RESEARCH & LABS
- STUDENT HOUSING
- GENERAL USE
- SPECIAL USE
- WETLANDS
- GSOU Gravity Sanitary Sewer

- Existing Roads/Utilities
- Phase 3A Roads/Utilities
- Phase 3B Roads/Utilities
- Future Phase Roads/Utilities



**GEORGIA  
SOUTHERN  
UNIVERSITY**

**SOUTH CAMPUS ROADWAY EXTENSION**



**5. Sub-Rental Agreement, 2970 Presidential Drive, Fairborn, Ohio, Georgia Institute of Technology**

Recommended: That the Board authorize execution of a sub-rental agreement for office space at 2970 Presidential Drive in Fairborn, Ohio (the “Property”), between the Georgia Tech Research Corporation, as Landlord, and the Board of Regents, as Tenant, for the use and benefit of the Georgia Institute of Technology (“GIT”). This new agreement would allow GIT to expand its existing space at the Property from 10,603 square feet (“SF”) to approximately 14,697 SF at a monthly rental amount of \$26,528.09 (\$318,337.08 per year annualized/\$21.66 per SF) for a term effective July 1, 2020, and ending June 30, 2021. The agreement would include options to renew on an annual basis for nine (9) consecutive years through June 30, 2030, with rent increasing approximately 1.92% per year.

Understandings: In July 2005, GIT began leasing Suites 310, 320 and 340 at the Property for its Dayton, Ohio Field Office of the Georgia Tech Research Institute (“GTRI”). Proximate to Wright-Patterson Air Force Base, this office supports programs in the Aeronautical Systems Center and the Air Force Research Laboratory. Personnel at this location provide system engineering and technology assessment in a wide range of disciplines, including electronic warfare, human factors, modeling and simulation, system analysis/testing and radar.

Totaling approximately 4,094 SF, the proposed expansion space in Suite 360 would be utilized to meet increased demand for GTRI’s services by adding office and workstation areas for thirteen (13) more researchers, a larger conference room for sponsor meetings and short courses, and other new collateral areas. As part of the agreement to increase the leased space and incorporate additional renewal terms, the new lease would include a tenant improvement allowance of \$410,000 allocated towards the construction of renovations requested by GTRI.

All operating expenses associated with the agreement are included in the rental rate. Additional rent may be due for Tenant’s pro-rata share of any increases in building operating expenses over the term of the agreement.

**Dayton Office**  
**2970 Presidential Drive • Fairborn, Ohio**



6. **Resolution 2021 General Obligation Bond Issue, Georgia State Financing and Investment Commission, University System of Georgia**

Recommended: That the Board adopt the Resolution (Appendix I) prepared by the Revenue Division of the Georgia Department of Law covering the issuance of 2021 General Obligation Bonds (“G. O. Bonds”) by the State of Georgia through the Georgia State Financing and Investment Commission for use in funding the projects as listed on the following page for the University System of Georgia.



## Board of Regents FY 2021 Bond Sale Request

Modified

Project No.	Institution	Project	Amount
<b>Equipment Funds</b>			
J-311	Augusta University	College of Science and Math Building & Campus Infrastructure	\$6,100,000
J-326	Georgia College & State University	Integrated Science Complex	\$2,100,000
J-296	Kennesaw State University	Academic Learning Center (Kennesaw)	\$3,000,000
J-328	Middle Georgia State University	Academic & Student Success Renovations	\$1,200,000
J-314	University of Georgia	Interdisciplinary STEM Research Building	\$5,600,000
J-329	University of North Georgia	Lanier Tech Campus Space Rehabilitation and Infrastructure	\$2,300,000
J-330	University of West Georgia	College of Business Building	\$1,900,000
<b>Construction Funds</b>			
J-349	University of Georgia	Interdisciplinary STEM Research Building, Phase II	\$42,800,000
J-350	University of North Georgia	Mike Cottrell College of Business (Dahlonega)	\$19,500,000
<b>Planning &amp; Design Funds</b>			
J-361	Abraham Baldwin Agricultural College	Ag Facilities Enhancement	\$1,100,000
J-362	Albany State University	Nursing and Health Science Simulation Lab Facility	\$800,000
J-363	Fort Valley State University	Academic Renovation and Campus Infrastructure	\$1,000,000
J-364	University of Georgia	Poultry Science Complex, Phase I	\$2,200,000
J-365	University of West Georgia	Humanities Building Renovation and Infrastructure	\$2,500,000
J-366	Valdosta State University	Performing Arts Center	\$1,300,000
<b>Major Repair &amp; Renovation (MRR)</b>			
J-359	University System of Georgia	Major Repair and Rehabilitation (System-wide)	\$63,700,000
<b>Small Capital Projects</b>			
J-300	Augusta University	Greenblatt Library Renovation, Phase II	\$4,900,000
J-367	Clayton State University	Campus Infrastructure	\$3,000,000
J-368	Georgia College & State University	Andalusia Interpretive Center	\$2,000,000
J-369	Georgia Southern University	Memorial College Center Renovation (Armstrong)	\$4,500,000
J-370	Georgia Southern University	Williams Center Renovation (Statesboro)	\$3,000,000
J-371	Georgia State University	Dental Hygiene Teaching Lab (Dunwoody)	\$4,800,000
J-372	Kennesaw State University	Science Building Chemistry Lab Renovation (Kennesaw)	\$2,000,000
J-373	Middle Georgia State University	Aviation Equipment	\$5,000,000
J-374	Middle Georgia State University	Dublin Center and Library Building	\$4,800,000
J-358	University of Georgia	Driftmier Engineering Center Renovations, Phase III	\$5,000,000
<b>USG Capital Outlay Total</b>			<b>\$196,100,000</b>
<b>Georgia Public Libraries</b>			
GPL-111	Fannin County Public Library, Blue Ridge, Fannin County		\$1,385,000
GPL-112	Hickory Flat Library, Hickory Flat, Cherokee County		\$2,000,000
GPL-113	Pickens County Library, Jasper, Pickens County		\$2,000,000
GPL-114	LaGrange Memorial Library, LaGrange, Troup County		\$2,000,000
GPL-109	Repurposing Projects (Statewide)		\$1,110,000
GPL-108	Major Repair & Renovations (Statewide)		\$2,000,000
GPL-115	Dalton-Whitfield Library, Dalton, Whitfield County		\$2,000,000
GPL-117	Waycross-Ware County Library, Waycross, Ware County		\$1,010,000
GPL-116	Fowler Road Library, Cumming, Forsyth County		\$2,000,000
GPL-110	Library Technology Improvements & Upgrades (Statewide)		\$1,000,000
<b>GPL Capital Outlay Total</b>			<b>\$16,505,000</b>
<b>GRA, GPTC and GMC (Pass-Thru Agencies)</b>			
GRA-262	Georgia Research Alliance	Equipment for Research & Development Infrastructure	\$5,000,000
GPT-19	Georgia Public Telecommunications Commission	Replace Two Generators	\$350,000
GPT-20	Georgia Public Telecommunications Commission	Upgrade Emergency Alert Systems at FM Transmission Sites	\$130,000
GMC-13	Georgia Military College	Student Services and Academic Support Center	\$2,500,000
<b>GMC, GPT and GRA Capital Outlay Total</b>			<b>\$7,980,000</b>
<b>TOTAL BOND SALE REQUEST</b>			<b>\$220,585,000</b>

## 7. **Fiscal Year 2021 Major Repair and Rehabilitation Funds**

**Recommended:** That the Board authorize allocation of Major Repair and Rehabilitation (“MRR”) funds in accordance with staff recommendations.

**Understandings:** The Fiscal Year 2021 budget contains MRR funds in the amount of \$63,700,000 to be sourced from State of Georgia General Obligation Bonds.

MRR funds are intended for significant, non-routine capital improvements that preserve the function and extend the useful life of state-owned, resident instruction facilities. Routine facility maintenance expenses are covered by operating funds, not MRR.

Real Estate and Facilities staff has reviewed project requests from each institution for appropriateness and cost. Critical infrastructure needs and the renewal of key building systems and components are generally prioritized over programmatic space renovations. Funding recommendations are summarized below by institution. Appendix II contains a detailed list of the requested projects and funding recommendations.

### **FY 2021 Major Repair and Rehabilitation Summary**

#### **Research Universities**

Augusta University	\$	4,365,000
Georgia Institute of Technology	\$	4,675,000
Georgia State University	\$	6,880,000
University of Georgia	\$	14,960,000
Total - Research Universities	\$	30,880,000

#### **Regional Comprehensive Universities**

Georgia Southern University	\$	2,820,000
Kennesaw State University	\$	2,470,000
University of West Georgia	\$	1,770,000
Valdosta State University	\$	1,670,000
Total - Regional Comprehensive Universities	\$	8,730,000

**FY 2021 Major Repair and Rehabilitation Summary (cont'd)****State Universities**

Albany State University	\$	1,260,000
Clayton State University	\$	750,000
Columbus State University	\$	1,130,000
Fort Valley State University	\$	1,430,000
Georgia College & State University	\$	1,670,000
Georgia Southwestern State University	\$	1,410,000
Middle Georgia State University	\$	1,680,000
Savannah State University	\$	1,110,000
University of North Georgia	\$	1,400,000
Total - State Universities	\$	11,840,000

**State Colleges**

Abraham Baldwin Agricultural College	\$	1,070,000
Atlanta Metropolitan State College	\$	480,000
College of Coastal Georgia	\$	690,000
Dalton State College	\$	565,000
East Georgia State College	\$	437,000
Georgia Gwinnett College	\$	400,000
Georgia Highlands College	\$	945,000
Gordon State College	\$	710,000
South Georgia State College	\$	953,000
Total - State Colleges	\$	6,250,000

Requested Redirect	\$	6,000,000
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<b>System Total</b>	\$	<b>63,700,000</b>
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**8. Amendment to Extend Rental Agreement for Sports and Recreation Park, and Ground Lease and Rental Agreement for Howell Hall Renovation, Kennesaw State University**

Recommended: That the Board authorize an amendment to extend the rental agreement (the “Agreement”) between the KSU Sports and Recreation Park Real Estate Foundation, LLC (“LLC”), as Landlord, and the Board of Regents, as Tenant, for the KSU Sports and Recreation Park (the “Park”) located on the Kennesaw campus of Kennesaw State University (“KSU”). In July 2010, the Board entered into the Agreement, which includes consecutive, one-year lease option periods ending no later than June 30, 2040. The amendment would add four (4) consecutive, one-year periods to the Agreement at an aggregate base rent amount not to exceed \$4,350,000 per year for each remaining option period exercised in the revised Agreement through June 30, 2044. By adding the extension periods, the LLC would be able to refinance the bonds associated with the Park to raise funds for required repairs, replacement of some of the sports fields, and other facility improvements, while lessening the need for student fee increases.

Recommended further: That the Board declare approximately 0.429 acres of real property (the “Property”) located on the Marietta campus of Kennesaw State University (“KSU”) to be no longer advantageously useful to KSU or other units of the University System of Georgia, but only to the extent and for the purpose of allowing this real property to be ground leased to KSU Howell Hall Real Estate Foundation, LLC or an affiliated special purpose entity created for this transaction (the “Foundation”), for the renovation of an existing student housing facility and related amenities (the “Project”).

Recommended further: That the Board authorize the execution of a ground lease (the “Ground Lease”) of the Property and the grant of any necessary access and use easements between the Board of Regents, as Lessor and Grantor, and the Foundation, as Lessee and Grantee, for a construction term not to exceed twelve (12) months, and a primary term not to exceed thirty (30) years from the date the certificate of occupancy is obtained for the Project, along with an option to renew the Ground Lease for up to an additional five (5) years should there be debt outstanding at the end of the primary term. At the end of the term of the Ground Lease and/or upon termination of financial obligations, the Project (or portions thereof) and all associated real property, all improvements and remaining capital reserves would revert to the Board of Regents for the continued benefit of KSU.

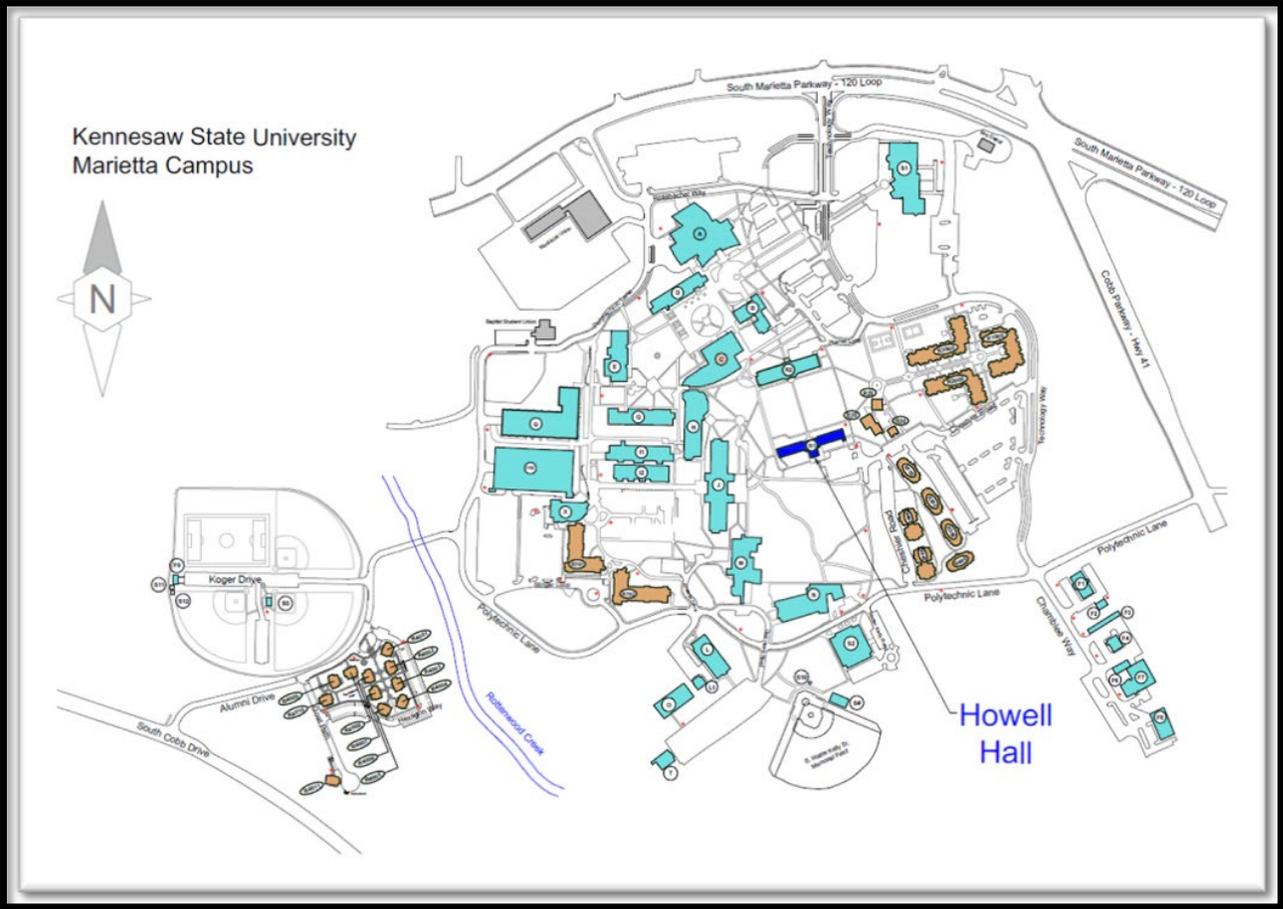
Recommended further: That the Board authorize the execution of a rental agreement between the Foundation, as Landlord, and the Board of Regents, as Tenant, for the initial term commencing on the first day of the month after the Foundation obtains the certificate of occupancy for the Project and ending the following June 30 at a base rent not to exceed \$700,000 per year, along with options to renew annually for up to thirty (30) consecutive, one-year periods.

**8. Amendment to Extend Rental Agreement for Sports and Recreation Park, and Ground Lease and Rental Agreement for Howell Hall Renovation, Kennesaw State University (continued)**

Understandings: Constructed in 1965 with state general obligation bonds, Howell Hall is a 57,672-square-foot student housing facility containing 281 beds in a traditional dormitory configuration. The Project will focus on replacing, or significantly upgrading, the building's HVAC, plumbing and electrical systems.

Authorized by the Board in January 2020, cost of the Project will total approximately \$12,000,000. Construction is expected to commence immediately following the expected sale of lease revenue bonds in October 2020, with completion expected by July 2021. The Foundation will contract for, and facilitate the planning, design and construction, of the Project.





**9. Naming of Carnes Hall for Music, Clayton State University**

Recommended: That the Board approve the naming of the Music Education Building at Clayton State University (“CLSU”) as “Carnes Hall for Music” in recognition of the philanthropy of Dr. Lon Melson Carnes, Jr., a longtime resident of Clayton County and supporter of CLSU’s Spivey Hall.

Understandings: President Thomas Hynes, Jr. confirms that this naming conforms to CLSU naming guidelines and with the Board of Regents naming policy.

Born in 1932, Dr. Carnes spent his childhood years in Nashville, Tennessee and Jonesboro, Georgia. In 1954, he received a bachelor’s degree in business administration from the University of Georgia and subsequently joined the United States Army where he achieved the rank of lieutenant. Upon completion of his military service, Carnes returned to Atlanta and began graduate studies while employed at Southern Bell Telephone Company. After graduating from Georgia State University in 1967 with a doctorate of business administration, Dr. Carnes began a 27-year tenure as a professor at Georgia Southern University, a portion of which was served as chair of the College of Business. Upon his retirement in 1994, he was named Professor Emeritus in Finance.

Dr. Carnes had a deep appreciation for music and the arts. In 2012, he established the Lon Carnes Music Scholarship Endowment at Georgia Southern, which recognizes outstanding students majoring in music. In May of 2020, the Clayton State University Foundation, Inc. received a gift in the amount of \$4 million from the Estate of Dr. Lon Melson Carnes, Jr. An additional \$1 million gift is anticipated once certain assets of the estate have been liquidated by the executor.

Dr. Carnes gave special support to CLSU’s renowned Spivey Hall, often attending concerts, musical programs, and recordings on his frequent trips back to his home in Jonesboro. His generosity reflects his deep belief that Clayton State University can not only attract outstanding artists to perform on campus, but it can educate and train extraordinary musicians as well.



Music Education Building



**10. Naming of Center Parc Credit Union Stadium, Georgia State University**

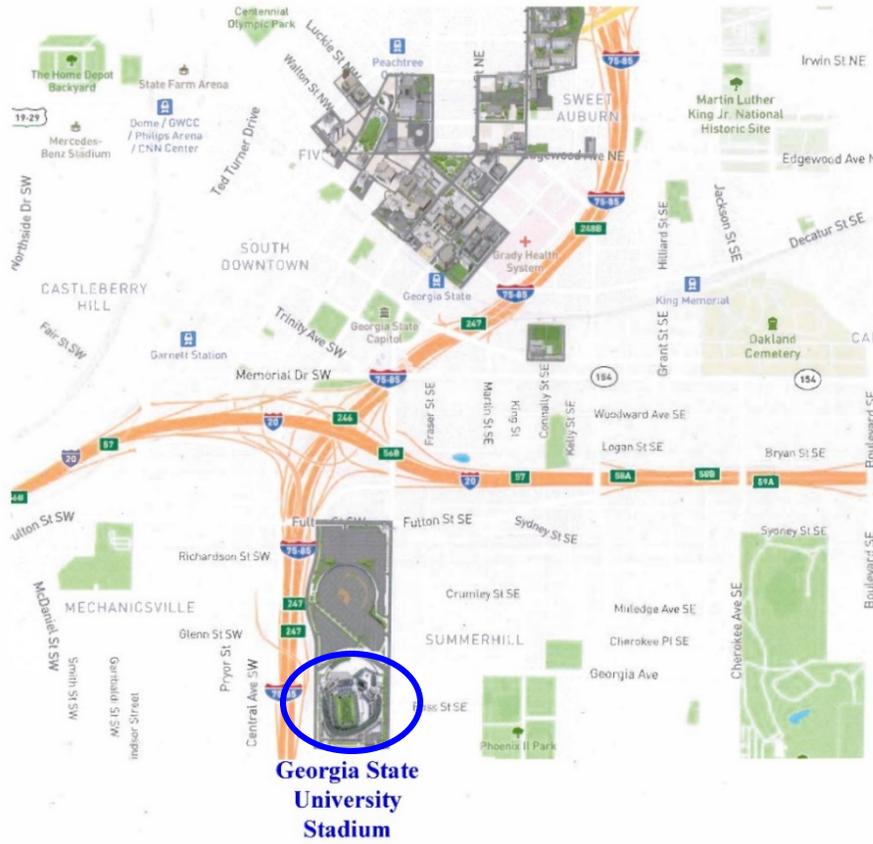
Recommended: That the Board approve the naming of the Georgia State University Stadium (the “Stadium”) as “Center Parc Credit Union Stadium”.

Understandings: President Mark Becker confirms that this naming conforms to the Georgia State University (“GSU”) naming guidelines and with the Board of Regents naming policy.

In November 2016, the Board approved the acquisition of 755 Hank Aaron Drive Southeast in Atlanta, for the use and benefit of GSU. Home of the Atlanta Braves for nearly two decades, the facility formerly known as Turner Field has since been transformed into a modern football venue for the GSU football team, with reconfigured seating, new locker rooms, and numerous concession options.

GSU intends to enter into a naming rights and sponsorship agreement with the Atlanta Postal Credit Union (“APCU”) to change the name of the Stadium to Center Parc Credit Union Stadium, which would be informally known as “Center Parc Stadium”. As part of this agreement, APCU would pay GSU a sponsorship fee of \$21,578,563 over fifteen annual payments. APCU would have the right to change the Stadium name no more than twice during the term, subject to Board of Regents and GSU approval. APCU would bear all costs and expenses associated with any subsequent name change including the design, production and installation of new signage and development of logos and stylized forms of the name.

# Georgia State University Downtown Campus



# APPENDIX I

**RESOLUTION  
OF THE  
BOARD OF REGENTS OF  
THE UNIVERSITY SYSTEM OF GEORGIA**

**I. WHEREAS**, the Board of Regents of the University System of Georgia (the “Board”) was created as an institution of the State of Georgia (the “State”), in accordance with O.C.G.A. § 20-3-20;

**II. WHEREAS FURTHER**, pursuant to Article VII, Section IV of the Constitution of the State of Georgia (the “Georgia Constitution”), the State may finance certain capital needs directly through the issuance of general obligation debt;

**III. WHEREAS FURTHER**, pursuant to Article VII, Section IV, Paragraph VII(a) of the Georgia Constitution, and the “Georgia State Financing and Investment Commission Act”, O.C.G.A. § § 50-17-20 through 50-17-30, as amended (the “Commission Act”), the Georgia State Financing and Investment Commission (the “Commission”) is the agency and instrumentality of the State charged with issuing debt of the State and ensuring the proper application, as provided by law, of the proceeds of such debt to the purposes for which the debt is incurred;

**IV. WHEREAS FURTHER**, Article VII, Section IV, Paragraph I (c) of the Georgia Constitution, and the Commission Act provide that certain general obligation debt (as defined by O.C.G.A. § 50-17-21 (5) and hereinafter “General Obligation Debt”) may be incurred to acquire, construct, develop, extend, enlarge, or improve land, waters, property, highways, buildings, structures, equipment, or facilities of the State, its agencies, departments, institutions, and of those State authorities which were created and activated prior to November 8, 1960;

**V. WHEREAS FURTHER**, Article VII, Section IV, Paragraph I (d) of the Georgia Constitution, and the Commission Act provide that certain General Obligation Debt may be incurred to provide educational facilities for county and independent school systems and to provide public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems;

**VI. WHEREAS FURTHER**, as set forth in **ATTACHMENT 1** attached hereto and incorporated herein, the General Assembly of the State of Georgia (the “General Assembly”) has passed and the Governor of the State of Georgia (the “Governor”) has signed various appropriations acts authorizing amounts from state general funds to be appropriated for the purpose of financing certain capital projects through the issuance of General Obligation Debt, and such appropriations are more fully set forth in such **ATTACHMENT 1**;

**VII. WHEREAS FURTHER,** the Board finds an immediate need for certain project funding for the purposes of financing some or all of the projects and facilities associated with the appropriations set forth in **ATTACHMENT 1** hereto (the “Projects”) in the aggregate principal amount of \$220,585,000;

**VIII. WHEREAS FURTHER,** the Board therefore desires to request the issuance of \$220,585,000 in aggregate principal amount of State of Georgia General Obligation Bonds, the instruments of which shall have maturities not in excess of the respective appropriations set forth in **ATTACHMENT 1** hereto (the “General Obligation Bonds”), for the purpose of financing some or all of the Projects;

**IX. WHEREAS FURTHER,** the Board is aware that the “Tax-Exempt Projects” (as defined below) shall be completed with proceeds derived from the sale of the General Obligation Bonds with the intent that interest on such General Obligation Bonds be excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) (such General Obligation Bonds being referred to as the “Tax-Exempt Bonds”);

**X. WHEREAS FURTHER,** the Board is aware of the provisions and requirements of the Code and the regulations issued thereunder respecting arbitrage bonds, private activity bonds, and recovery zone economic development bonds, and is aware that the Projects must proceed with due diligence and be timely completed following receipt of the proceeds derived from the sale of the General Obligation Bonds (the “Bond Proceeds”);

**XI. WHEREAS FURTHER,** as used in this resolution (the “Resolution”):

A. “Private Use Projects” shall mean the projects and facilities associated with those appropriations, as set forth in **ATTACHMENT 1** hereto, designated as “**FEDERALLY TAXABLE**”, that may give rise to “private business use” within the meaning of Section 141(b)(1) of the Code;

B. “Private Use Bonds” shall mean the federally taxable General Obligation Bonds applicable to the Private Use Projects;

C. “Private Business Use Proceeds” shall mean that portion of the Bond Proceeds derived from the sale of the Private Use Bonds;

D. “Tax-Exempt Projects” shall mean the Projects, excluding the Private Use Projects, financed with the proceeds of the Tax-Exempt Bonds;

E. “Tax-Exempt Proceeds” shall mean the Bond Proceeds derived from the sale of the Tax-Exempt Bonds;

F. “RZED Bonds” shall mean previously issued General Obligation Debt, which at the time of their issuance by the State, were designated by the State as “recovery zone economic development bonds” within the meaning of Section 1400U-2 of the Code;

G. “RZED Proceeds” shall mean the proceeds derived from the sale of RZED Bonds;

H. “RZED Bond Projects” shall mean those Board projects and facilities previously financed with RZED Proceeds from the sale of RZED Bonds;

**XII. WHEREAS FURTHER,** the Board intends to use all or a portion of the Private Business Use Proceeds for certain purposes that may give rise to “private business use”, as defined by Section 141 of the Code, and thus is requesting that the Private Use Bonds be issued as federally taxable bonds,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA THAT:**

**SECTION 1.**

The Board hereby approves and authorizes the Projects.

**SECTION 2.**

The Board hereby requests the Georgia State Financing and Investment Commission to undertake to issue \$220,585,000 in aggregate principal amount of State of Georgia General Obligation Bonds, the instruments of which shall have maturities not in excess of the respective appropriations set forth in **ATTACHMENT 1** hereto, for the purpose of financing some or all of the Projects.

**SECTION 3.**

The Board intends to use all or a portion of the Private Business Use Proceeds for certain purposes that may give rise to “private business use”, as defined by Section 141 of the Code, and therefore the Board requests that the Private Use Bonds be issued as federally taxable bonds.

**SECTION 4.**

The Board hereby determines and agrees that:

- (a) the plans for the Tax-Exempt Projects are sufficiently complete such that substantial binding obligations to a third party or parties (as defined in the regulations issued under the Code), involving the expenditure of at least five percent (5%) of the Tax-Exempt Proceeds herein requested, to commence or acquire the Tax-Exempt Projects will be incurred within six (6) months after the issuance of such Tax-Exempt Bonds;

(b) eighty-five percent (85%) of the Tax-Exempt Proceeds herein requested will be expended within three (3) years after the issuance of such Tax-Exempt Bonds;

(c) the Tax-Exempt Proceeds herein requested, and anticipated investment proceeds (net of interest on such Tax-Exempt Bonds during the estimated period of construction), will not exceed the amount necessary for the governmental purposes of financing the Tax-Exempt Projects;

(d) during the time the Tax-Exempt Bonds herein requested are outstanding, the Board will not take, permit to be taken, or fail to take, any action which would cause such Tax-Exempt Bonds to be deemed private activity bonds or arbitrage bonds under the Code;

(e) the Board will not use the Tax-Exempt Proceeds herein requested, or the Tax-Exempt Projects financed with such Tax-Exempt Proceeds, for any non-governmental purpose, or any purpose that would give rise to private business use within the meaning of the Code, except for those specific instances in which the Board has previously consulted with the Commission;

(f) the term of the Tax-Exempt Bonds related to the Tax-Exempt Projects will not be longer than 120% of the reasonably expected economic life of the Tax-Exempt Projects financed thereunder;

(g) no Tax-Exempt Proceeds herein requested will be used for reimbursement of any Tax-Exempt Project expenditures which were made before the anticipated delivery date of such Tax-Exempt Bonds, except in situations where, prior to any such expenditure, the Board has obtained a declaration of "Official Intent" (as defined by the Code) from the Commission, or the Board has been otherwise advised in writing by the Commission that such reimbursement will be permitted, it being the intention of the Board to comply in all respects with Section 1.150-2 of the regulations under the Code;

(h) all of the expenditures of the Tax-Exempt Proceeds for the Tax-Exempt Projects will constitute capital expenditures (as defined in Section 1.150-1(b) of the regulations under the Code);

(i) with respect to the Tax-Exempt Projects, all of the Tax-Exempt Proceeds will be allocated to Tax-Exempt Project expenditures no later than the earlier of: (i) eighteen (18) months after the date such Tax-Exempt Project is placed in service, or (ii) five (5) years after the issuance of such Tax-Exempt Bonds; any unallocated Tax-Exempt Proceeds remaining after

the earlier of such dates shall be transferred to the Commission and used to redeem outstanding tax-exempt General Obligation Debt of the applicable issue.

**SECTION 5.**

The Board hereby determines and agrees that with respect to any Board project previously financed with proceeds of General Obligation Debt issued by the State with the intent that:

- (a) the interest on such bonds be excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code; or
- (b) such bonds at the time of their issuance were designated by the State as Build America Bonds under Section 54AA of the Code; or
- (c) such bonds at the time of their issuance were designated by the State as RZED Bonds;

and where any such bonds remain outstanding (including any refunding bonds), the Board certifies that such project(s) are not now being used for any private business use within the meaning of pertinent provisions of the Code, except for those specific instances in which the Board has identified to the Commission such use of the project(s) and (i) provision was made so as to retire, redeem or defease any and all then-remaining outstanding bonds for the project(s) concurrent with such use, or (ii) the Commission has determined that the aforementioned retirement, redemption or defeasance is not required to maintain the tax-exempt, Build America Bond, or RZED Bond status of such bonds.

**SECTION 6.**

The Board hereby determines and agrees that with respect to any RZED Bond Projects funded by RZED Bonds which remain outstanding (including any bonds issued to refund all or a portion of the RZED Bonds), the Board certifies that:

- (a) during the time the RZED Bonds are outstanding, the Board will not take, permit to be taken, or fail to take, any action which would cause such RZED Bonds to be deemed private activity bonds or arbitrage bonds under the Code;
- (b) the Board will otherwise take all action within its power necessary to maintain, and will not take, permit to be taken, or fail to take, any action that would adversely affect, the qualification of the RZED Bonds as “recovery zone economic development bonds” under the Code.

**SECTION 7.**

The Chancellor of the University System of Georgia, the Chairman of the Board, the Secretary of the Board, and their valid delegates each are hereby authorized and directed to execute any instruments and take whatever action which may be necessary in connection

with the issuance of the General Obligation Bonds by the Commission, including, but not limited to, the preparation and execution of answers in connection with any legal proceeding as to the validity of any action by the Board with respect to the issuance of the General Obligation Bonds by the Commission. The Attorney General or any Assistant Attorney General of the State are authorized to execute Acknowledgment of Service and Waiver of Process in such legal proceedings.

**SECTION 8.**

All attachments, exhibits and schedules attached hereto or referenced in this Resolution are hereby incorporated herein and made a part hereof.

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**This Resolution is hereby adopted this 11<sup>th</sup> day of August, 2020.**

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**CHAIRMAN  
BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**

**ATTEST:**

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**SECRETARY  
BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**

## **ATTACHMENT 1**

### **THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**

#### **APPROPRIATIONS**

Pursuant to Paragraphs I through III of Section IV of Article VII of the Georgia Constitution, the General Assembly has passed and the Governor has signed various appropriations acts set forth in this Attachment 1, so as to make certain appropriations to the State of Georgia General Obligation Debt Sinking Fund for the purpose of financing certain capital projects through the issuance of General Obligation Debt.

#### **H.B. 793, State Fiscal Year 2020-2021:**

The General Appropriations Act for State Fiscal Year 2020-2021 (commencing at p. 1 of 170, Act No. 404, 2020 Regular Session, H.B. 793) signed by the Governor on June 30, 2020.

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<b>H.B.</b>	<b>Bond</b>	<b>Appropriation</b>	<b>General Obligation Debt Authorized</b>	<b>General Obligation Debt Previously Issued</b>	<b>General Obligation Debt Available</b>	<b>General Obligation Debt Requested</b>
793	# 11	From State General Funds, \$5,452,720 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$63,700,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	\$63,700,000	\$0	\$63,700,000	\$63,700,000
793	# 12	From State General Funds, \$694,200 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$3,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	3,000,000	0	3,000,000	3,000,000
793	# 13	From State General Funds, \$439,660 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$1,900,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	1,900,000	0	1,900,000	1,900,000
793	# 14	From State General Funds, \$532,220 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$2,300,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	2,300,000	0	2,300,000	2,300,000

H.B.	Bond	Appropriation	General Obligation Debt Authorized	General Obligation Debt Previously Issued	General Obligation Debt Available	General Obligation Debt Requested
793	# 15	From State General Funds, \$277,680 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$1,200,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	1,200,000	0	1,200,000	1,200,000
793	# 16	From State General Funds, \$485,940 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$2,100,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	2,100,000	0	2,100,000	2,100,000
793	# 17	From State General Funds, \$1,411,540 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$6,100,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	6,100,000	0	6,100,000	6,100,000
793	# 18	<b>[FEDERALLY TAXABLE]</b> From State General Funds, \$1,295,840 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$5,600,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	5,600,000	0	5,600,000	5,600,000

H.B.	Bond	Appropriation	General Obligation Debt Authorized	General Obligation Debt Previously Issued	General Obligation Debt Available	General Obligation Debt Requested
793	# 19	<b>[FEDERALLY TAXABLE]</b> From State General Funds, \$3,866,240 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$42,800,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	42,800,000	0	42,800,000	42,800,000
793	# 20	From State General Funds, \$1,669,200 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$19,500,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	19,500,000	0	19,500,000	19,500,000
793	# 21	<b>[FEDERALLY TAXABLE]</b> From State General Funds, \$509,080 is specifically appropriated for the purpose of financing projects and facilities <b>for the Board of Regents of the University System of Georgia</b> by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$2,200,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of <b>sixty</b> months.	2,200,000	0	2,200,000	2,200,000
793	# 22	<b>[FEDERALLY TAXABLE]</b> From State General Funds, \$1,157,000 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$5,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	5,000,000	0	5,000,000	5,000,000

<b>H.B.</b>	<b>Bond</b>	<b>Appropriation</b>	<b>General Obligation Debt Authorized</b>	<b>General Obligation Debt Previously Issued</b>	<b>General Obligation Debt Available</b>	<b>General Obligation Debt Requested</b>
793	# 23	From State General Funds, \$214,000 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing projects and facilities for the Board of Trustees of the Georgia Military College by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$2,500,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	2,500,000	0	2,500,000	2,500,000
793	# 24	From State General Funds, \$185,120 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$800,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	800,000	0	800,000	800,000
793	# 25	From State General Funds, \$300,820 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$1,300,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	1,300,000	0	1,300,000	1,300,000
793	# 26	From State General Funds, \$578,500 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$2,500,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	2,500,000	0	2,500,000	2,500,000

<b>H.B.</b>	<b>Bond</b>	<b>Appropriation</b>	<b>General Obligation Debt Authorized</b>	<b>General Obligation Debt Previously Issued</b>	<b>General Obligation Debt Available</b>	<b>General Obligation Debt Requested</b>
793	# 27	From State General Funds, \$254,540 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$1,100,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	1,100,000	0	1,100,000	1,100,000
793	# 28	From State General Funds, \$231,400 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$1,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	1,000,000	0	1,000,000	1,000,000
793	# 29	From State General Funds, \$419,440 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$4,900,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	4,900,000	0	4,900,000	4,900,000
793	# 30	From State General Funds, \$171,200 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$2,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	2,000,000	0	2,000,000	2,000,000

<b>H.B.</b>	<b>Bond</b>	<b>Appropriation</b>	<b>General Obligation Debt Authorized</b>	<b>General Obligation Debt Previously Issued</b>	<b>General Obligation Debt Available</b>	<b>General Obligation Debt Requested</b>
793	# 31	From State General Funds, \$410,880 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$4,800,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	4,800,000	0	4,800,000	4,800,000
793	# 32	From State General Funds, \$171,200 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$2,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	2,000,000	0	2,000,000	2,000,000
793	# 33	From State General Funds, \$410,880 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$4,800,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	4,800,000	0	4,800,000	4,800,000
793	# 34	From State General Funds, \$256,800 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$3,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	3,000,000	0	3,000,000	3,000,000

<b>H.B.</b>	<b>Bond</b>	<b>Appropriation</b>	<b>General Obligation Debt Authorized</b>	<b>General Obligation Debt Previously Issued</b>	<b>General Obligation Debt Available</b>	<b>General Obligation Debt Requested</b>
793	# 35	From State General Funds, \$428,000 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$5,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	5,000,000	0	5,000,000	5,000,000
793	# 36	From State General Funds, \$1,157,000 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$5,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	5,000,000	0	5,000,000	5,000,000
793	# 37	From State General Funds, \$171,200 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$2,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	2,000,000	0	2,000,000	2,000,000
793	# 38	From State General Funds, \$95,016 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$1,110,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	1,110,000	0	1,110,000	1,110,000

<b>H.B.</b>	<b>Bond</b>	<b>Appropriation</b>	<b>General Obligation Debt Authorized</b>	<b>General Obligation Debt Previously Issued</b>	<b>General Obligation Debt Available</b>	<b>General Obligation Debt Requested</b>
793	# 39	From State General Funds, \$231,400 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$1,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	1,000,000	0	1,000,000	1,000,000
793	# 40	From State General Funds, \$118,556 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$1,385,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	1,385,000	0	1,385,000	1,385,000
793	# 41	From State General Funds, \$171,200 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$2,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	2,000,000	0	2,000,000	2,000,000
793	# 42	From State General Funds, \$171,200 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$2,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	2,000,000	0	2,000,000	2,000,000
793	# 43	From State General Funds, \$171,200 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$2,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	2,000,000	0	2,000,000	2,000,000

<b>H.B.</b>	<b>Bond</b>	<b>Appropriation</b>	<b>General Obligation Debt Authorized</b>	<b>General Obligation Debt Previously Issued</b>	<b>General Obligation Debt Available</b>	<b>General Obligation Debt Requested</b>
793	# 44	<b>[FEDERALLY TAXABLE]</b> From State General Funds, \$80,990 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing projects and facilities for the Georgia Public Telecommunications Commission by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$350,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	350,000	0	350,000	350,000
793	# 45	<b>[FEDERALLY TAXABLE]</b> From State General Funds, \$30,082 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing projects and facilities for the Georgia Public Telecommunications Commission by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$130,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of sixty months.	130,000	0	130,000	130,000
793	# 46	From State General Funds, \$256,800 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$3,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	3,000,000	0	3,000,000	3,000,000
793	# 47	From State General Funds, \$385,200 is specifically appropriated for the purpose of financing projects and facilities for the Board of Regents of the University System of Georgia by means of the acquisition, construction, development, extension, enlargement, or improvement of land, waters, property, highways, buildings, structures, equipment or facilities, both real and personal, necessary or useful in connection therewith, through the issuance of not more than \$4,500,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	4,500,000	0	4,500,000	4,500,000

<b>H.B.</b>	<b>Bond</b>	<b>Appropriation</b>	<b>General Obligation Debt Authorized</b>	<b>General Obligation Debt Previously Issued</b>	<b>General Obligation Debt Available</b>	<b>General Obligation Debt Requested</b>
793	# 48	From State General Funds, \$171,200 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$2,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	2,000,000	0	2,000,000	2,000,000
793	# 49	From State General Funds, \$171,200 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$2,000,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	2,000,000	0	2,000,000	2,000,000
793	# 50	From State General Funds, \$86,456 is specifically appropriated for the Board of Regents of the University System of Georgia for the purpose of financing public library facilities for counties, municipalities, and boards of trustees of public libraries or boards of trustees of public library systems, through the issuance of not more than \$1,010,000 in principal amount of General Obligation Debt, the instruments of which shall have maturities not in excess of two hundred and forty months.	1,010,000	0	1,010,000	1,010,000
<b>Total</b>			<b>\$220,585,000</b>	<b>\$0</b>	<b>\$220,585,000</b>	<b>\$220,585,000</b>

# APPENDIX II

## FY 2021 Major Repair and Rehabilitation Summary

### Research Universities

Augusta University	\$ 4,365,000
Georgia Institute of Technology	\$ 4,675,000
Georgia State University	\$ 6,880,000
University of Georgia	\$ 14,960,000
<b>Total - Research Universities</b>	<b>\$ 30,880,000</b>

### Regional Comprehensive Universities

Georgia Southern University	\$ 2,820,000
Kennesaw State University	\$ 2,470,000
University of West Georgia	\$ 1,770,000
Valdosta State University	\$ 1,670,000
<b>Total - Regional Comp Universities</b>	<b>\$ 8,730,000</b>

### State Universities

Albany State University	\$1,260,000
Clayton State University	\$ 750,000
Columbus State University	\$ 1,130,000
Fort Valley State University	\$ 1,430,000
Georgia College & State University	\$ 1,670,000
Georgia Southwestern State University	\$ 1,410,000
Middle Georgia State University	\$ 1,680,000
Savannah State University	\$ 1,110,000
University of North Georgia	\$ 1,400,000
<b>Total - State Universities</b>	<b>\$ 11,840,000</b>

### State Colleges

Abraham Baldwin Agricultural College	\$1,070,000
Atlanta Metropolitan State College	\$480,000
College of Coastal Georgia	\$ 690,000
Dalton State College	\$ 565,000
East Georgia State College	\$ 437,000
Georgia Gwinnett College	\$ 400,000
Georgia Highlands College	\$ 945,000
Gordon State College	\$ 710,000
South Georgia State College	\$ 953,000
<b>Total - State Colleges</b>	<b>\$ 6,250,000</b>

Requested Redirect \$ 6,000,000

**System Total**

**\$**

**63,700,000**

<b>Abraham Baldwin Agricultural College FY 2021 MRR</b>		<b>Funds Requested</b>	<b>Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$4,175,000</b>	<b>\$1,070,000</b>			
1.	Branch Hall - Parapet Repair	\$500,000	\$500,000		Roofing	20-30 years
2.	Campus - Sewer Line Relocation	\$75,000	\$75,000		Hardscape, Streets and Drainage	30-50 years
3.	Campus - Sanitary Sewer and Storm Water Cleaning, Clearing and Filming	\$80,000	\$80,000		Hardscape, Streets and Drainage	15-20 years
4.	Herring Hall Roof Rehabilitation	\$100,000	\$100,000		Roofing	15-20 years
5.	Branch Hall - A/C Coil Replacement	\$85,000	\$85,000		HVAC	20-30 years
6.	Branch Hall - Roof Replacement	\$300,000	\$230,000	5	Roofing	20-30 years
7.	GIS Mapping	\$100,000		1	Other	20-30 years
8.	Branch Hall - Elevator Cab Replacement	\$60,000			Other	5-10 years
9.	Branch Hall - Lighting Replacement	\$165,000			Electrical	20-30 years
10.	Branch Hall - Ceiling	\$175,000			Finishes/Interior	20-30 years
11.	Campus - New Domestic Usage Water Well	\$250,000			Utilities	15-20 years
12.	GMA - Repairs to the National Peanut Museum	\$125,000			Renovation/Change of Use	20-30 years
13.	Yow Forestry & Wildlife Building - Shop Conversion	\$350,000			Renovation/Change of Use	10-15 years
14.	Blakely Campus - Energy Management System	\$100,000			HVAC	30-50 years
15.	Blakely Campus - Cooling Tower Replacement	\$110,000			HVAC	20-30 years
16.	Bowen Hall - Classroom Renovation	\$180,000			Renovation/Change of Use	5-10 years
17.	Campus - Replace Hot & Chilled Water Valves & Insulation	\$160,000			HVAC	20-30 years
18.	GMA - General Restoration of Drug Store, Mercantile and Feed & Seed	\$50,000			Renovation/Change of Use	10-15 years
19.	GMA - General Restoration of Progressive Farm Area	\$50,000			Renovation/Change of Use	15-20 years
20.	GMA - General Restoration of Clyatt Cabin	\$25,000			Renovation/Change of Use	10-15 years
21.	Campus - Building Exterior Maintenance	\$80,000			Building Structure and Envelope	5-10 years
22.	Evans Hall - Repair Exterior Drainage	\$75,000			Hardscape, Streets and Drainage	20-30 years
23.	GMA - Clark Cabin & Barn Restoration	\$50,000			Renovation/Change of Use	10-15 years

<b>Abraham Baldwin Agricultural College FY 2021 MRR</b>		<b>Funds Requested</b>	<b>Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
24.	Campus - Audio Visual Upgrades in Classrooms	\$470,000			Other	20-30 years
25.	Campus - Upgrade/Replace Fire Hydrants	\$85,000			Other	
26.	Britt Hall - Renovation	\$300,000			Renovation/Change of Use	
27.	Blakely Campus - Chiller Replacement	\$75,000			HVAC	20-30 years

<b>Key Note Legend</b>
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1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source
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5 - Institution to fund balance of project
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<b>Albany State University FY 2021 MRR</b>		<b>Funds Requested</b>	<b>Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$2,987,800</b>	<b>\$1,260,000</b>			
1.	Student Center, East Campus, Replace Roof, Original Section	\$579,650	\$580,000		Roofing	20-30 years
2.	Billy C Black Bldg. - Replace Roof, Area 1 of 3	\$976,455		1	Roofing	20-30 years
3.	Billy C Black Bldg. - Replace Roof, Area 2 of 3	\$717,195		1	Roofing	20-30 years
4.	Billy C Black Bldg. - Replace Roof, Area 3 of 3	\$576,500	\$580,000		Roofing	20-30 years
5.	Hartnett & BCB - Fire Alarm Panel Replacement	\$58,000	\$60,000		Electrical	5-10 years
6.	Move HVAC Control to Cloud for IT Compliance, Both Campuses	\$80,000	\$40,000	5	HVAC	10-15 years

**Key Note Legend**

1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source

5 - Incremental project; phases may be accomplished with partial funding

<b>Atlanta Metropolitan State College FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$1,510,000</b>	<b>\$480,000</b>			
1.	Campus Wide- Replace Boilers, Upgrade HVAC Systems & Controls, Ph I of III	\$480,000	\$480,000		HVAC	20-30 years
2.	Campus Wide- Replace Boilers, Upgrade HVAC Systems & Controls, Ph II of III	\$400,000		1	HVAC	20-30 years
3.	Student Center Roof East side	\$230,000		1	Roofing	20-30 years
4.	Campus Wide- Replace Boilers, Upgrade HVAC Systems & Controls, Ph III of III	\$400,000			HVAC	20-30 years

<b>Key Note Legend</b>
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1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source
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<b>Augusta University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$16,232,000</b>	<b>\$4,365,000</b>			
1.	Central Energy Plant (BH) - 480v Ph III of III	\$150,000	\$150,000		HVAC	15-20 years
2.	Sanders Building (CB) & Pavilion II (AE) - Reroof CB 3700 Area and AE Building	\$935,000	\$935,000		Roofing	15-20 years
3.	All Campuses - Switchgear Upgrades, Ph III, (CB Ph I of III, Build CL, Design for FY-22)	\$575,000	\$575,000		Electrical	15-20 years
4.	All Campuses - Fire Alarm Upgrades, Ph VII of IX, (Construct CJ, Design AE/AF and Galloway)	\$250,000	\$250,000		Electrical	15-20 years
5.	Jennings Building (EB) - HVAC design and construction	\$975,000	\$975,000		HVAC	20-30 years
6.	Benet House (BENET) - Replace HVAC	\$115,000	\$115,000		HVAC	15-20 years
7.	Annex II (HT) - Replace Rooftop Chiller	\$300,000	\$300,000		HVAC	15-20 years
8.	All Campuses - ADA Accessibility Study	\$50,000	\$50,000		Regulatory Projects	15-20 years
9.	Annex I (HS) - Replace Cooling Tower	\$205,000	\$205,000		HVAC	15-20 years
10.	Hamilton Wing (CL) - Replace Generator with Natural Gas Model	\$240,000	\$240,000		Electrical	15-20 years
11.	HS Data Center (HS) - Replace 10 Ton CRAC Unit	\$120,000	\$120,000		HVAC	15-20 years
12.	HS Data Center (HS) - Replace 22 Ton CRAC Unit	\$140,000		1	HVAC	15-20 years
13.	Sanders Building (CB) - Design & Replace Transgenic HVAC	\$500,000	\$450,000	11	HVAC	15-20 years
14.	Forest Hills Dam	\$1,000,000			Regulatory Projects	20-30 years
15.	Student Center (DA) - Replace Roof	\$575,000			Roofing	15-20 years
16.	Sanders Building (CB) - AHU Replacement, Ph III	\$950,000			HVAC	15-20 years
17.	Greenblatt Library (AB) - Replace 1st Floor Main HVAC Unit	\$675,000			HVAC	20-30 years
18.	All campuses - Switchgear Upgrades, Ph IV, (CB Ph II, Design for FY-23)	\$575,000			Electrical	20-30 years
19.	All campuses - Fire Alarm Upgrades, Ph VIII, (Construct AE & Galloway, Design for next FY)	\$250,000			Electrical	15-20 years
20.	Gracewood (OB) - Boiler Replacement, Gracewood Campus	\$175,000			HVAC	20-30 years
21.	Summerville Energy Plant (CUP) - Replace 650Ton Chiller	\$900,000			HVAC	20-30 years

<b>Augusta University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
22.	Annex I (HS) - Upgrade AHU to Fanwall & Clean Duct, Ph I	\$400,000			HVAC	15-20 years
23.	Fine Arts Center (FAC) - Replace Roof	\$550,000			Roofing	15-20 years
24.	Faculty Office building (HB) - Replace Chiller	\$230,000			HVAC	15-20 years
25.	Sanders Building (CB) - Replace AHU-Ph IV	\$950,000			HVAC	15-20 years
26.	Christenberry Field House (CFH) - Replace Failing EFIS- Ph I,	\$1,052,000			Building Structure and Envelope	20-30 years
27.	HS Data Center (HS) - Replace Remaining 2 CRAC Units Ph II	\$215,000			HVAC	15-20 years
28.	Gracewood (OB) - Replace Roof	\$350,000			Roofing	15-20 years
29.	Gracewood (OB) - Replace 140 T Air Cooled Chiller	\$300,000			HVAC	15-20 years
30.	All Campuses - Fire Alarm Upgrades - Ph IX	\$250,000			Electrical	15-20 years
31.	All Campuses - Switchgear Renovation- Ph V	\$475,000			Electrical	15-20 years
32.	Christenberry Field House (CFH) - Replace Back-Up Generator	\$205,000			Electrical	15-20 years
33.	Sanders Building (CB) - Replace AHU- Ph V	\$950,000			HVAC	15-20 years
34.	Annex I (HS) - Upgrade AHU to Fanwall & Clean Duct, Ph II	\$400,000			HVAC	15-20 years
35.	Galloway Hall (GH) - Replace Elevator Controller	\$250,000			Electrical	15-20 years

<b>Key Note Legend</b>
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1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source
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11 - Institution to fund balance of project
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<b>Clayton State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$4,410,000</b>	<b>\$750,000</b>			
1.	Central Plant - Replace 3 Cooling Towers	\$400,000	\$400,000		HVAC	20-30 years
2.	Clayton Hall - Upgrade One Air Handler, Ph I of IV	\$97,000	\$97,000		HVAC	15-20 years
3.	James M Baker University Center- Replace Cooling Tower	\$100,000	\$100,000		HVAC	20-30 years
4.	Lecture Hall- Replace Roof	\$225,000	\$13,000	3	Roofing	20-30 years
5.	Harry S. Downs Ctr.- Upgrade Fire Panel	\$50,000	\$50,000		Electrical	20-30 years
6.	Lecture Hall - Upgrade Fire Panel	\$20,000	\$20,000		Electrical	20-30 years
7.	Facilities Management Bldg.- Upgrade Fire Panel	\$30,000	\$30,000		Electrical	15-20 years
8.	Clayton Hall - Upgrade Building Fire Alarm & Strobes	\$40,000	\$40,000		Electrical	15-20 years
9.	Edgewater Hall - Replace Fire Panel	\$40,000		1	Electrical	20-30 years
10.	Athletics & Health, Gymnasium Side- Upgrade Air Handlers	\$200,000			HVAC	15-20 years
11.	Faculty Hall, Arts & Sciences, Clayton Hall - Upgrade Switch Gear	\$250,000			Electrical	15-20 years
12.	Pump House - Replace Pump	\$100,000			Other	20-30 years
13.	Paty Circle- Install Exterior Lighting	\$35,000		4	Electrical	20-30 years
14.	Spivey Hall - Update Fire Alarm Panel and System	\$25,000			Electrical	20-30 years
15.	Library - Replace Curtain Wall System and Storefront	\$275,000			Building Structure and Envelope	30-50 years
16.	Harry S. Downs Ctr.- Replace Select Windows	\$50,000			Building Structure and Envelope	30-50 years
17.	Pond Between Athletics/Health Center and University Center - Rehabilitate for Storm Water Retention	\$165,000			Hardscape, Streets and Drainage	20-30 years
18.	Edgewater Hall - Replace Freight Elevator	\$200,000			Other	30-50 years
19.	Install Utility Meters for Some Unmetered Buildings	\$120,000			Utilities	20-30 years
20.	Install Lighting Controls and Timers for Several Buildings	\$130,000			Electrical	20-30 years
21.	Trammell Property-Remove Hazmats, Install HVAC, Ph I of III	\$76,000			Regulatory Projects	>50 years

<b>Clayton State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
22.	Install Exterior Lighting between Spivey Hall and Student Activities Center	\$85,000		4	Electrical	20-30 years
23.	Lake Dam Repairs	\$47,000			Regulatory Projects	10-15 years
24.	Install Irrigation at Central and NE Side of Campus	\$125,000		4	Other	20-30 years
25.	Facilities Management Bldg. -Correct Moisture Infiltration	\$30,000			Building Structure and Envelope	30-50 years
26.	Lucy Huie -Install Security Alarm	\$20,000		4	Electrical	20-30 years
27.	Edgewater Hall- Replace Windows	\$75,000			Building Structure and Envelope	30-50 years
28.	Edgewater Hall- Replace Roof	\$420,000			Roofing	20-30 years
29.	Update Campus Utilities Survey	\$70,000			Utilities	10-15 years
30.	Athletics/Health Center - Upgrade Water Storage Tank	\$10,000			Other	20-30 years
31.	Lucy Huie Hall- Upgrade Interiors, Remediate Water Intrusion	\$270,000			Building Structure and Envelope	15-20 years
32.	Lucy Huie Hall - Replace Windows	\$50,000			Building Structure and Envelope	30-50 years
33.	Lucy Huie Hall - Replace Roof at Main Building Area	\$350,000			Roofing	20-30 years
34.	Harry S. Downs Ctr.- Replace Brick at Front Entrance	\$50,000			Building Structure and Envelope	20-30 years
35.	Harry S. Downs Ctr.- Replace Elevator	\$50,000			Other	30-50 years
36.	Pump House - Replace Roof	\$10,000			Roofing	20-30 years
37.	James M. Baker UC - Replace Brick Pavers with Alternative Flooring	\$120,000			Finishes/Interior	15-20 years

<b>Key Note Legend</b>
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1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source
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3 - Design and preconstruction funds only
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4 - Project not eligible for MRR funding
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<b>College of Coastal Georgia FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$1,392,000</b>	<b>\$690,000</b>			
1.	Andrews Building - Replace roof	\$500,000	\$490,000		Roofing	15-20 years
2.	Hargett Building - Replace roof	\$350,000		2	Roofing	15-20 years
3.	Coffin Lot - Resurface, Repair Drains	\$278,000	\$200,000	11	Hardscape, Streets and Drainage	15-20 years
4.	Main Lot - Resurface, Repair Drains	\$264,000			Hardscape, Streets and Drainage	15-20 years

<b>Key Note Legend</b>
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2 - Project authorized for design and preconstruction with residual MRR funds or institution funds from appropriate source
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11 - Institution to fund balance of project
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<b>Columbus State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$2,175,000</b>	<b>\$1,130,000</b>			
1.	Stanley Hall - Replace AHUs & Controls, Ph I of II	\$360,000	\$360,000		HVAC	10-15 years
2.	Stanley Hall - Replace AHUs & Controls, Ph II of II	\$240,000	\$240,000		HVAC	10-15 years
3.	Repair Storm Drains	\$115,000	\$115,000		Hardscape, Streets and Drainage	15-20 years
4.	Stanley Hall - Replace Roof	\$300,000	\$300,000		Roofing	20-30 years
5.	Shannon Hall - Upgrade HVAC	\$530,000		2	HVAC	10-15 years
6.	Replace Aged Sidewalks, Ramps	\$185,000	\$115,000	5	Hardscape, Streets and Drainage	15-20 years
7.	Illges - Replace Roof	\$235,000			Roofing	20-30 years
8.	CCT - Restore Building Envelope Weatherproofing	\$210,000			Building Structure and Envelope	10-15 years

<b>Key Note Legend</b>
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2 - Project authorized for design and preconstruction with residual MRR funds or institution funds from appropriate source
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5 - Incremental project; phases may be accomplished with partial funding
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<b>Dalton State College FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$1,205,000</b>	<b>\$565,000</b>			
1.	Campus HVAC Controls	\$250,000	\$250,000		HVAC	10-15 years
2.	Library - Roof	\$230,000	\$230,000		Roofing	20-30 years
3.	Memorial - Replace Air Handlers	\$200,000	\$10,000	3	HVAC	20-30 years
4.	Student Center - Replace Boiler	\$75,000	\$75,000		HVAC	20-30 years
5.	Three Buildings - Replace Windows	\$250,000			Building Structure and Envelope	30-50 years
6.	Multiple Buildings - Replace Interior Electrical Panels, Ph I	\$200,000			Electrical	30-50 years

<b>Key Note Legend</b>
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3 - Design and preconstruction funds only
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<b>East Georgia State College FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$1,282,000</b>	<b>\$437,000</b>			
1.	Campus Wide - Refurbish Sidewalk Lights	\$202,000	\$202,000		Hardscape, Streets and Drainage	15-20 years
2.	Campus Wide - Repair/Replace Domestic Water Main Valves	\$50,000	\$50,000		Other	15-20 years
3.	Campus Wide - Replace Street Lights	\$60,000	\$60,000		Access Control and Campus Safety	10-15 years
4.	Physical Education Bldg. - Renovate Interiors	\$275,000			Finishes/Interior	15-20 years
5.	Upgrade Sub Metering, Campus Building Automation System	\$25,000	\$25,000		Other	15-20 years
6.	Luck Flanders Gambrell Bldg. - Replace Roof	\$450,000			Roofing	15-20 years
7.	Math/Science, G.L. Smith, & L.F. Gambrell - Replace AHUs	\$100,000	\$100,000		HVAC	10-15 years
8.	Activity/Learning Center - Replace Roof	\$120,000			Roofing	15-20 years

Key Note Legend
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<b>Fort Valley State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$3,075,000</b>	<b>\$1,430,000</b>			
1.	Bywaters - Rehabilitate Envelope	\$610,000	\$610,000		Building Structure and Envelope	20-30 years
2.	Campus Wide - Repair HVAC, Upgrade Controls,	\$300,000	\$300,000		HVAC	20-30 years
3.	Founders Hall - Rehabilitate Building Envelope	\$150,000	\$150,000		Building Structure and Envelope	20-30 years
4.	Art Gallery - Replace Roof	\$70,000	\$70,000		Roofing	20-30 years
5.	Patton Hall - Rehabilitate Building Envelope	\$150,000	\$150,000		Building Structure and Envelope	20-30 years
6.	Woodward Gym Annex - Replace HVAC Units	\$150,000	\$150,000		HVAC	10-15 years
7.	Troup - Rehabilitate Building Envelope	\$120,000			Building Structure and Envelope	20-30 years
8.	O'Neal Vet Tech - Rehabilitate Building Envelope	\$120,000			Building Structure and Envelope	20-30 years
9.	Woodward Gym - Replace Roof	\$750,000			Roofing	20-30 years
10.	Ellison - Replace Roof	\$140,000			Roofing	20-30 years
11.	Tabor - Rehabilitate Building Envelope	\$130,000			Building Structure and Envelope	20-30 years
12.	Library - Rehabilitate Building Envelope	\$150,000			Building Structure and Envelope	20-30 years
13.	Lyons Student Center - Replace Roof	\$235,000			Roofing	20-30 years

Key Note Legend
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<b>Georgia College &amp; State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$5,992,000</b>	<b>\$1,670,000</b>			
1.	Parks Hall - Replace HVAC	\$1,742,000	\$1,670,000	11	HVAC	15-20 years
2.	Campus-Wide Hands-Free Automatic Door Openers, Campus Access Controls, and Security Cameras	\$500,000			Access Control and Campus Safety	10-15 years
3.	Multiple Buildings - Replace DDC Controls	\$500,000			HVAC	15-20 years
4.	Central Chiller Plant - Add Chiller & Cooling Tower	\$1,200,000			HVAC	15-20 years
5.	Expand Campus Chilled Water Loop	\$850,000			HVAC	15-20 years
6.	Old Governor's Mansion - Limewash	\$300,000			Building Structure and Envelope	5-10 years
7.	Atkinson - Replace HVAC and Controls	\$900,000			HVAC	15-20 years

<b>Key Note Legend</b>
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11 - Institution to fund balance of project
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<b>Georgia Gwinnett College FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$1,148,000</b>	<b>\$400,000</b>			
1.	Building B - Replace Chiller	\$118,000	\$120,000		HVAC	20-30 years
2.	Building B - Restore Roof	\$280,000	\$280,000		Roofing	15-20 years
3.	Building P - Replace Roof	\$290,850			Roofing	15-20 years
4.	Building D - Restore Rear Façade	\$183,000			Building Structure and Envelope	15-20 years
5.	Building B - Renovate Flooring	\$276,150			Finishes/Interior	15-20 years

Key Note Legend

<b>Georgia Highlands College FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$2,383,000</b>	<b>\$945,000</b>			
1.	Library, Floyd - Replace Chiller	\$600,000	\$600,000		HVAC	20-30 years
2.	A Building, Cartersville - Replace Chiller	\$224,500	\$225,000		HVAC	20-30 years
3.	Bagby Building, Paulding - Replace Chiller	\$130,000	\$120,000	11	HVAC	20-30 years
4.	Bagby Building Paulding - Expand HVAC Controls	\$100,000			HVAC	10-15 years
5.	PE Building, Floyd - Renovate Locker Room Showers, Sinks	\$100,000			Renovation/Change of Use	10-15 years
6.	Lakeview Building, Floyd - Replace RR Partitions & Flooring	\$45,500			Renovation/Change of Use	10-15 years
7.	Floyd Campus - Replace Walkway Lights, Ph I of II	\$135,000			Hardscape, Streets and Drainage	15-20 years
8.	Walraven, Floyd - Renovate Two Large Tiered Classrooms	\$110,000			Renovation/Change of Use	10-15 years
9.	Floyd Campus - Replace Parking Lot Lights	\$120,000			Hardscape, Streets and Drainage	15-20 years
10.	Administration Annex - Replace Roof	\$235,000			Roofing	20-30 years
11.	Floyd Campus - Replace Walkway Lights, Ph II of II	\$150,000			Hardscape, Streets and Drainage	15-20 years
12.	South Academic Building, Cartersville - Renovate Hallways	\$95,000			Renovation/Change of Use	10-15 years
13.	Lakeview Classrooms, Floyd - Replace Flooring	\$75,000			Finishes/Interior	10-15 years
14.	Cartersville Campus - Replace Parking Lot Lights	\$110,000			Hardscape, Streets and Drainage	15-20 years
15.	Academic Building, Cartersville - Replace Flooring in Hallways	\$65,000			Finishes/Interior	10-15 years
16.	Physical Education Building, Floyd - Renovate Classrooms	\$88,000			Renovation/Change of Use	10-15 years

**Key Note Legend**

11 - Institution to fund balance of project

<b>Georgia Institute of Technology FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$21,100,000</b>	<b>\$4,675,000</b>			
1.	Weber Bldg. (SST3) - Replace/Major Repair, Roofing System	\$600,000	\$600,000		Roofing	20-30 years
2.	Love Bldg.- Modernize/Upgrade Elevators	\$525,000	\$525,000		Other	20-30 years
3.	RBI (Paper Tricentennial) Bldg-Connect to Chilled Water Loop	\$600,000	\$600,000		Utilities	> 50 years
4.	Howey Bldg. (Physics) - Upgrade Electrical System	\$1,500,000	\$1,500,000		Electrical	30-50 years
5.	Boggs Chemistry Bldg. - Refurbish AHU, Ph I	\$925,000	\$925,000		HVAC	20-30 years
6.	Campus - Replace Electrical Feeder Cable - N6	\$300,000	\$300,000		Electrical	> 50 years
7.	Callaway MaRC - Rehabilitate Exterior Envelope	\$600,000			Building Structure and Envelope	20-30 years
8.	Regents Drive - Mill & Repave Streets	\$375,000		1	Hardscape, Streets and Drainage	20-30 years
9.	Campus Steam Distribution System-Repair Main Steam Traps	\$225,000	\$225,000		Utilities	20-30 years
10.	Campus Steam Distribution System - Rebuild Steam Pits	\$400,000		1	Utilities	> 50 years
11.	Instructional Center - Replace/Major Repairs Roof System	\$800,000			Roofing	20-30 years
12.	Boggs Chemistry Bldg. - Refurbish AHU, Ph II	\$1,175,000			HVAC	20-30 years
13.	Wardlaw Bldg. - Modernize/Upgrade Elevators	\$900,000			Other	20-30 years
14.	Architecture East Bldg. - Rehabilitate Building Envelope	\$550,000			Building Structure and Envelope	20-30 years
15.	Boggs Chemistry Bldg. - Replace Transformers	\$300,000			Electrical	> 50 years
16.	Alley at Fowler and Techwood North of Ferst - Mill & Repave	\$250,000			Hardscape, Streets and Drainage	20-30 years
17.	Love Bldg. - Replace/Major Repairs, Roof System	\$1,200,000			Roofing	20-30 years
18.	Multiple Bldgs./Campus Distribution-Electrical Arcflash Study	\$450,000			Electrical	5-10 years
19.	Boggs Chemistry Bldg. - Replace/Major Repairs, Lower Roof	\$400,000			Roofing	20-30 years
20.	Boggs to Love - Rebuild Campus Steam Distribution Line	\$950,000			Utilities	> 50 years

<b>Georgia Institute of Technology FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
21.	Van Leer Bldg. - Upgrade Electrical System	\$1,500,000			Electrical	> 50 years
22.	Architecture West Bldg. - Upgrade HVAC System & Controls	\$900,000			HVAC	20-30 years
23.	O'Keefe Bldg.-Repair Exterior Envelope, Improve Hardscape	\$400,000			Building Structure and Envelope	20-30 years
24.	Bunger Henry Bldg. - Upgrade Fire Alarm & Dangerous Gas Monitoring System (DGMS) -	\$950,000			Electrical	15-20 years
25.	Electrical Distribution System - Replace 20kV Loop Switches	\$800,000			Electrical	> 50 years
26.	Architecture West Bldg.-Replace/Major Repairs, Roof System	\$600,000			Roofing	20-30 years
27.	O'Keefe Bldg. - Replace/Major Repairs, Roof, Low Slope	\$350,000			Roofing	20-30 years
28.	ISYE Complex - Rehabilitate Building Envelope	\$650,000			Building Structure and Envelope	20-30 years
29.	Alley at Fowler & Techwood South of Ferst - Mill & Repave	\$275,000			Hardscape, Streets and Drainage	20-30 years
30.	Weber Bldg. (SST3) - Connect Building to Campus Chilled Water System, Upgrade HVAC System & Controls	\$850,000			HVAC	20-30 years
31.	Holland Plant - Install Electrode Boiler Feed Switching	\$800,000			Utilities	30-50 years

**Key Note Legend**

1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source

<b>Georgia Southern University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$10,732,670</b>	<b>\$2,820,000</b>			
1.	Nessmith Lane - Repair Roof	\$640,200	\$640,000		Roofing	15-20 yrs
2.	Science Center Lab - Retrofit Controls	\$470,500	\$470,000		HVAC	20-30 yrs
3.	Fine Arts Bldg. - Replace Elevator	\$200,000	\$200,000		Other	20-30 yrs
4.	Carruth - Upgrade Electrical	\$45,000	\$45,000		Electrical	20-30 yrs
5.	Campus - Replace Chillers	\$300,000	\$300,000		HVAC	15-20 yrs
6.	Campus - Upgrade Cooling Towers	\$285,000	\$285,000		HVAC	15-20 yrs
7.	Lane Library - Replace Roof	\$483,400	\$480,000		Roofing	15-20 yrs
8.	Nessmith Lane - Renovate HVAC	\$1,615,000			HVAC	15-20 yrs
9.	Natural Gas Line Expansion	\$80,000		4	Utilities	15-20 yrs
10.	0404 - Repair Roof	\$200,000	\$200,000		Roofing	15-20 yrs
11.	Newton Building - Replace Elevator	\$200,000	\$200,000		Other	20-30 yrs
12.	Campus - Repair Storm Drains	\$300,000			Hardscape, Streets and Drainage	20-30 yrs
13.	Central Plant No. 1 - Construction	\$2,200,000			Utilities	15-20 yrs
14.	Education Building - Brick Tuckpoint Repairs	\$140,000		1	Building Structure and Envelope	15-20 yrs
15.	Russell Student Union - Repair Skylight, Vestibule	\$379,600			Building Structure and Envelope	20-30 yrs
16.	Herty Building - Upgrade HVAC	\$250,000			HVAC	15-20 yrs
17.	Campus - Upgrade Building Controls	\$175,000			HVAC	20-30 yrs
18.	Henderson Library - Upgrade LED Lighting	\$570,000			Electrical	15-20 yrs
19.	Campus - Upgrade LED Lighting	\$435,000			Electrical	20-30 yrs
20.	Newton Bldg. - Renovate HVAC	\$735,000			HVAC	15-20 yrs
21.	Newton Bldg. - Add Fire Sprinklers	\$1,028,970			Regulatory Projects	20-30 yrs

<b>Key Note Legend</b>
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1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source
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4 - Project not eligible for MRR funding
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<b>Georgia Southwestern State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$2,510,000</b>	<b>\$1,410,000</b>			
1.	Roney Building - Replace Roof	\$300,000	\$300,000		Roofing	20-30 years
2.	Florrie Chappell - Replace Electrical Entrance Service Cable	\$25,000	\$25,000		Electrical	20-30 years
3.	HVAC Controls upgrade Phase II	\$110,000	\$110,000		HVAC	20-30 years
4.	Sanford Hall - Replace Roof	\$150,000	\$150,000		HVAC	20-30 years
5.	Library - Replace Boiler	\$275,000	\$275,000		HVAC	15-20 years
6.	Campus - Replace Sewer Line	\$350,000		2	Utilities	20-30 years
7.	Business History Bldg.-Replace Electrical Service & Switchgear	\$150,000	\$150,000		Electrical	20-30 years
8.	Library - Replace Air Handler, Ph III of VII	\$400,000	\$400,000		HVAC	30-50 years
9.	Library - Replace Interior Lighting	\$75,000		1	Electrical	30-50 years
10.	Campus - Replace Exterior Lighting, Ph II	\$100,000		1	Electrical	20-30 years
11.	English Building - Repair Bathroom Plumbing	\$250,000			Renovation/Change of Use	20-30 years
12.	Education & Carter I & II Bldgs. - Exterior Door Access Control	\$125,000			Access Control and Campus Safety	10-15 years
13.	GSW Pool Repair and Upgrades	\$50,000			Other	20-30 years
14.	Campus - Replace Signage. Ph II	\$150,000			Electrical	15-20 years

<b>Key Note Legend</b>
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1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source
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2 - Project authorized for design and preconstruction with residual MRR funds or institution funds from appropriate source
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<b>Georgia State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$23,895,000</b>	<b>\$6,880,000</b>			
1.	Campus Wide - ADA Projects	\$650,000	\$650,000		Regulatory Projects	15-20 years
2.	Perimeter Campus Wide - Upgrades Fire Alarm & Protection	\$225,000	\$225,000		Electrical	15-20 years
3.	Decatur Campus Wide - Repair Pedestrian Bridges	\$450,000	\$450,000		Building Structure and Envelope	30-50 years
4.	Sparks Hall - Replace Switchgear	\$365,000	\$365,000		Electrical	30-50 years
5.	Science Annex - Replace Switchgear	\$200,000	\$200,000		Electrical	30-50 years
6.	Clarkston Campus, Bldg CD - Install Chiller, Replace AHU	\$1,000,000	\$1,000,000		HVAC	20-30 years
7.	Langdale Hall - Replace Terminal Units, Lights, Ceiling, 6th floor, Ph V	\$825,000	\$825,000		HVAC	20-30 years
8.	Sparks Hall - Upgrade HVAC, 3rd Floor, Ph III	\$2,000,000	\$2,000,000		HVAC	20-30 years
9.	Natural Science Center, 5th Fl.-Replace Controls, Upgrade Valves, Ph II	\$750,000	\$750,000		HVAC	20-30 years
10.	Clarkston Campus, Bldg CI - Replace HVAC Sys #2 and Multi-zone Unit	\$250,000	\$250,000		HVAC	20-30 years
11.	Library North - Replace Switchgear	\$225,000		1	Electrical	30-50 years
12.	Haas-Howell, Standard Building - Replace Windows, Ph III	\$500,000			Building Structure and Envelope	30-50 years
13.	One Park Place - Replace Switchgear	\$175,000	\$165,000	11	Electrical	30-50 years
14.	Bennett A. Brown Commerce - Replace Switchgear	\$175,000		1	Electrical	30-50 years
15.	Art and Humanities - Replace Roof	\$850,000			Roofing	20-30 years
16.	Courtland North Bldg - Replace Roof	\$252,000			Roofing	20-30 years
17.	One Park Place - Replace Terminal Units, Controls, Lights, Ceilings, 10th Fl. Ph I	\$1,000,000			HVAC	20-30 years
18.	Clarkston Campus Bldg CD - Replace Windows	\$284,000			Building Structure and Envelope	30-50 years
19.	Clarkston Campus Bldg CF - Replace Windows	\$240,000			Building Structure and Envelope	30-50 years

<b>Georgia State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
20.	Clarkston Campus Bldg CH - Replace Windows	\$262,000			Building Structure and Envelope	30-50 years
21.	Sports Arena - Bridge Repairs, East and West	\$940,000			Building Structure and Envelope	30-50 years
22.	Clarkston Campus Bldg CI - Replace Windows	\$152,000			Building Structure and Envelope	30-50 years
23.	Bennett A. Brown Commerce - Replace 9th floor AHU	\$850,000			HVAC	20-30 years
24.	Standard Building - Retrofit/Replace VAV Boxes & Controls	\$800,000			HVAC	20-30 years
25.	J. Mack Robinson College (35 Broad), 14th Floor- Upgrade MEP, Ph I	\$2,000,000			HVAC	20-30 years
26.	Clarkston Campus Bldg CG - Replace Gymnasium HVAC	\$900,000			HVAC	20-30 years
27.	Clarkston Campus Bldg CG-Replace Ground Floor HVAC	\$1,500,000			HVAC	20-30 years
28.	J. Mack Robinson College (35 Broad)-Repair Areaway Windows, Ph I	\$1,500,000			Building Structure and Envelope	30-50 years
29.	Student Center West (UC) - Replace/Reconfigure Boilers and Hot Water System	\$825,000			HVAC	20-30 years
30.	J. Mack Robinson College (35 Broad)-Repair Façade Façade Repairs	\$1,250,000			Building Structure and Envelope	30-50 years
31.	75 Piedmont(Citizens Trust Building)-Replace Windows, Waterproof	\$2,500,000			Building Structure and Envelope	30-50 years

<b>Key Note Legend</b>
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1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source
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11 - Institution to fund balance of project
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<b>Gordon State College FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$2,711,940</b>	<b>\$710,000</b>			
1.	Student Center-Replace MCC Panel	\$754,782	\$600,000	11	Electrical	15-20 years
2.	Aquatic Center - Renovate Mechanical and Doors	\$884,322			Renovation/Change of Use	15-20 years
3.	Smith Hall - Replace VRF HVAC System	\$884,904			HVAC	10-15 years
4.	Hightower Library - Replace Boiler	\$110,872	\$110,000		HVAC	15-20 years
5.	Russell Hall - Rehabilitate Duct System	\$77,060			HVAC	15-20 years

<b>Key Note Legend</b>
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11 - Institution to fund balance of project with residual MRR funds
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<b>Kennesaw State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$5,670,000</b>	<b>\$2,470,000</b>			
1.	Student Center Addition Kennesaw Campus, Carmichael- Repair/Replace Main Breaker	\$40,000	\$40,000		Electrical	15-20 years
2.	Civil Engineering Lab, Marietta-Replace HVAC Sys, Ph II Of II	\$400,000	\$400,000		HVAC	20-30 years
3.	Johnson Library, Marietta - Replace Lighting Control Ph I of II	\$50,000	\$50,000		Electrical	5-10 years
4.	Science Building, Kennesaw-Replace Exterior Duct Insulation	\$100,000	\$100,000		HVAC	5-10 years
5.	Architecture Building, Marietta- Replace Fan Array	\$100,000	\$100,000		HVAC	15-20 years
6.	Science Bldg., Kennesaw - Replace Roof	\$880,000	\$880,000		Roofing	20-30 years
7.	Big Shanty Kennesaw Police Dept - Install Emergency Power	\$300,000	\$300,000		Electrical	20-30 years
8.	Crawford Lab, Marietta - Replace HVAC Systems	\$400,000	\$400,000		HVAC	15-20 years
9.	Johnson Library, Marietta - Upgrade Lighting Ph II of III	\$200,000	\$200,000		Electrical	10-15 years
10.	Atrium Building, Marietta - Replace HVAC System	\$400,000		2	HVAC	15-20 years
11.	Atrium Building, Marietta - Replace (2) Chillers	\$500,000		2	HVAC	20-30 years
12.	Johnson Library, Marietta - Replace Cooling Tower	\$250,000			HVAC	15-20 years
13.	Johnson Library, Marietta - Upgrade Lighting Ph III of III	\$200,000			Electrical	5-10 years
14.	Wilson Student Center, Marietta - Upgrade Lighting	\$100,000			Electrical	5-10 years
15.	Willingham Hall, Kennesaw - HVAC Project	\$500,000			HVAC	20-30 years
16.	Science Building, Kennesaw - Restore Envelope	\$1,000,000			Building Structure and Envelope	20-30 years
17.	Rec & Wellness Center, Marietta - Replace Natatorium Seresco Unit	\$250,000			HVAC	10-15 years

**Key Note Legend**

2 - Project authorized for design and preconstruction with residual MRR funds or institution funds from appropriate source

<b>Middle Georgia State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$5,036,814</b>	<b>\$1,680,000</b>			
1.	TEB, Macon - Replace Fire Alarm and Smoke Curtain	\$22,000	\$22,000		Regulatory Projects	10-15 years
2.	TEB, Macon - Create 100 Seat Classroom for Nursing	\$220,000	\$220,000		Renovation/Change of Use	20-30 years
3.	Morris Gym, Cochran - Reroof Lower Sections	\$150,000	\$150,000		Roofing	20-30 years
4.	All Campuses - Replace Interior/Exterior LED Lighting	\$150,000	\$150,000		Electrical	10-15 years
5.	All Campuses - Roof Repairs and Heavy Maintenance	\$40,000	\$40,000		Roofing	10-15 years
6.	All Campuses - Replace/Repair Outdated HVAC Equipment	\$120,000	\$120,000		HVAC	10-15 years
7.	WRC, Macon - Upgrade Electronic Locks	\$35,000	\$35,000		Access Control and Campus Safety	5-10 years
8.	Whipple, Cochran - Upgrade HVAC Controls	\$30,385	\$30,000		HVAC	5-10 years
9.	Jones, Macon - Replace 2004 DDC Controls	\$300,000	\$300,000		HVAC	5-10 years
10.	SLC, Macon - Program & Design for Remodel	\$30,000	\$30,000		Renovation/Change of Use	20-30 years
11.	Cochran - Controls for PTAC units	\$50,000	\$50,000		HVAC	5-10 years
12.	Eastman - Replace Inefficient BARD Units	\$40,000	\$40,000		HVAC	10-15 years
13.	Macon-Resurface Recreational Tennis Courts, Ph I of III	\$23,000	\$43,000		Other	15-20 years
14.	Facilities Bldg., Macon - Replace Roof	\$110,000	\$110,000		Roofing	20-30 years
15.	Central Plant, Macon - Replace Chiller	\$220,000	\$220,000		HVAC	20-30 years
16.	TEB, Macon - Repair Masonry Wall	\$260,000		1	Building Structure and Envelope	20-30 years
17.	All Campuses - Upgrade Interiors at Administration, Ph II	\$120,000	\$120,000		Finishes/Interior	15-20 years
18.	SOAL, Macon - Refurbish Dated Interiors, 1st Floor	\$125,000			Finishes/Interior	15-20 years
19.	SLC, Macon - Move Health Clinic	\$183,000			Renovation/Change of Use	20-30 years
20.	Cochran - Recondition Swimming Pool	\$45,574			Other	10-15 years
21.	Sanford, Cochran - Upgrade HVAC & Tie Into Campus Loop	\$405,500		2	HVAC	30-50 years

<b>Middle Georgia State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
22.	CSS/Math, Macon - Restore Windows	\$54,000			Building Structure and Envelope	20-30 years
23.	Math, Macon - Restroom Addition	\$240,000			Renovation/Change of Use	30-50 years
24.	SOAL, Macon - Replace AH2 Structure	\$40,000			HVAC	15-20 years
25.	Jones Building, Macon - Replace High Low-Slope Roof	\$280,500			Roofing	20-30 years
26.	Dublin - Replace Old 2-Pipe System with 4-Pipe System	\$590,000			HVAC	30-50 years
27.	Warehouse #2, Cochran - Replace Roof	\$137,500			Roofing	20-30 years
28.	Library, Macon - Replace Low-Slope Roof	\$60,000			Roofing	20-30 years
29.	Eastman - Replace Hallway Ceiling Tiles	\$40,000			Finishes/Interior	10-15 years
30.	Arts Complex, Macon - Ventilate Theater Art Studio	\$225,000			HVAC	20-30 years
31.	PSC, Macon - Renovate SOIT Office	\$79,026			Finishes/Interior	10-15 years
32.	Wiggs/Jackson, Cochran - Install Elevator	\$224,000			Other	30-50 years
33.	Georgia Hall, Cochran - Renovate Student Life, 1st Fl.	\$200,000			Renovation/Change of Use	15-20 years
34.	Music Bldg., Macon - Replace Side Roof	\$40,000			Roofing	20-30 years
35.	CEC/Music, Macon - Phase II	\$147,329			Finishes/Interior	15-20 years

<b>Key Note Legend</b>
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1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source
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2 - Project authorized for design and preconstruction with residual MRR funds or institution funds from appropriate source
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<b>Savannah State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$1,324,000</b>	<b>\$1,110,000</b>			
1.	Hill Hall - Replace Windows	\$257,000	\$260,000		Building Structure and Envelope	20-30 years
2.	Hill Hall - Repair Portico Columns	\$88,000	\$86,000		Building Structure and Envelope	10-15 years
3.	Colston Hall - Upgrade Elevators	\$70,000	\$70,000		Electrical	10-15 years
4.	Hubert Tech C (Campus Police) Bldg.- Replace Generator	\$324,000	\$324,000		Access Control and Campus Safety	10-15 years
5.	King Frazier - Rehabilitate Crawlspace	\$245,000	\$245,000		Other	10-15 years
6.	Academic Facility - Painting Upgrades	\$215,000		8	Finishes/Interior	15-20 years
7.	Campus - Replace/Repair Sidewalks	\$50,000	\$50,000		Hardscape, Streets and Drainage	5-10 years
8.	Powell, Hammond, Wiley, & Marine Science- Upgrade FACPs	\$75,000	\$75,000		Electrical	5-10 years

<b>Key Note Legend</b>
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8 - Institution must fund as operating expense
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<b>South Georgia State College FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$1,115,188</b>	<b>\$953,000</b>			
1.	Waycross Campus - Replace Fire Alarm Systems	\$413,852	\$415,000		Access Control and Campus Safety	30-50 years
2.	Peterson - Remove Chiller, Add Building to Central Loop	\$183,280	\$20,000	3	HVAC	>50 years
3.	Wellness Center - Replace Two R22 HVAC Units	\$31,260	\$30,000		HVAC	20-30 years
4.	Library - Install HVAC Terminal Units and Controls	\$394,921	\$395,000		HVAC	20-30 years
5.	Stubbs Hall - Replace 21 Variable Air Volume Terminal Units	\$23,500	\$24,000		HVAC	20-30 years
6.	Douglas Campus-Convert from Standard to Auto Flush Valves	\$68,375	\$69,000		Finishes/Interior	20-30 years

<b>Key Note Legend</b>
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3 - Design and preconstruction funds only
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<b>University of Georgia (A Unit) FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$95,255,000</b>	<b>\$12,500,000</b>			
1.	Fire Alarm Upgrades/Fire Code Deficiencies Correction Program*	\$800,000	\$800,000		Regulatory Projects	15-20 years
2.	Main Campus Accessibility Improvements Program * Additional accessibility upgrades are indirectly supported thru	\$350,000	\$350,000		Regulatory Projects	20-30 years
3.	Chilled Water Redundant Systems Improvement & Pipe Replacement Program	\$750,000	\$750,000		Utilities	30-50 years
4.	Roofing Replacement Program	\$800,000	\$800,000		Roofing	20-30 years
5.	HVAC Replacement Program	\$2,000,000	\$2,000,000		HVAC	20-30 years
6.	Teaching Lab Life Safety Code Compliance & Deferred Maintenance Program*	\$150,000	\$150,000		Regulatory Projects	15-20 years
7.	Classroom Repair and Rehabilitation Program*	\$500,000	\$500,000		Finishes/Interior	20-30 years
8.	Auditorium Life Safety Code Compliance & Deferred Maintenance Program*	\$200,000	\$200,000		Regulatory Projects	20-30 years
9.	Research Lab Life Safety Code Compliance & Deferred Maintenance Program*	\$1,100,000	\$1,100,000		Regulatory Projects	15-20 years
10.	Building Security & Access Control Program*	\$450,000	\$450,000		Access Control and Campus Safety	10-15 years
11.	Pedestrian & Vehicular Safety Corrections Program*	\$250,000	\$250,000		Hardscape, Streets and Drainage	20-30 years
12.	Fumehood Code Compliance Program	\$360,000	\$360,000		Regulatory Projects	15-20 years
13.	High Voltage System Reliability and Efficiency Program	\$760,000	\$760,000		Utilities	20-30 years
14.	Sanitary Sewer/Stormwater Replacement Program	\$455,000	\$455,000		Hardscape, Streets and Drainage	20-30 years
15.	Steam Line Piping Replacement Program	\$575,000	\$575,000		Utilities	30-50 years
16.	Exterior Envelope & Structural Repairs Program	\$1,160,000	\$1,160,000		Building Structure and Envelope	30-50 years
17.	Boiler Code Compliance Program	\$300,000	\$300,000		Utilities	15-20 years
18.	Emergency Generator Replacement Program	\$600,000	\$600,000		Utilities	20-30 years
19.	Elevator Replacement Program*	\$715,000	\$715,000		Other	20-30 years
20.	Critical Compressed Air Systems & Cold Room Replacement Program	\$225,000	\$225,000		HVAC	15-20 years
21.	Fire Alarm Upgrades/Fire Code Deficiencies Correction Program (Yr 2)	\$950,000			Regulatory Projects	15-20 years

<b>University of Georgia (A Unit) FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
22.	Main Campus Accessibility Improvements Program (Yr 2)	\$750,000			Regulatory Projects	20-30 years
23.	Roofing Replacement Program (Yr 2)	\$1,075,000			Roofing	20-30 years
24.	Chilled Water Redundant Systems Improv & Pipe Replacement Program (Yr 2)	\$375,000			Utilities	30-50 years
25.	HVAC Replacement Program (Yr 2)	\$4,475,000			HVAC	20-30 years
26.	Steam Line Piping Replacement Program (Yr 2)	\$2,050,000			Utilities	30-50 years
27.	High Voltage System Reliability and Efficiency Program (Yr 2)	\$4,250,000			Utilities	20-30 years
28.	Exterior Envelope & Structural Repairs Program (Yr 2)	\$5,275,000			Building Structure and Envelope	30-50 years
29.	Pedestrian & Vehicular Safety Corrections Program (Yr 2)	\$1,775,000			Hardscape, Streets and Drainage	20-30 years
30.	Sanitary Sewer/Stormwater Replacement Program (Yr 2)	\$850,000			Hardscape, Streets and Drainage	20-30 years
31.	Building Security & Access Control Program (Yr 2-3)	\$5,600,000			Access Control and Campus Safety	10-15 years
32.	Critical Compressed Air Systems & Cold Room Replacement Program (Yr 2-3)	\$1,375,000			HVAC	15-20 years
33.	Teaching Lab Life Safety Code Compliance & Deferred Maintenance Program (Yr 2-3)	\$400,000			Regulatory Projects	15-20 years
34.	Classroom Repair and Rehabilitation Program (Yr 2-3)	\$1,530,000			Renovation/Change of Use	20-30 years
35.	Auditorium Life Safety Code Compliance & Deferred Maintenance Program (Yr 2-3)	\$2,800,000			Regulatory Projects	20-30 years
36.	Research Lab Life Safety Code Compliance & Deferred Maintenance Program (Yr 2-3)	\$2,950,000			Regulatory Projects	15-20 years
37.	Boiler Code Compliance Program (Yr 2-3)	\$475,000			Utilities	15-20 years
38.	Elevator Replacement Program (Yr 2-3)	\$5,200,000			Other	20-30 years
39.	Fumehood Code Compliance Program (Yr 2-3)	\$4,400,000			Regulatory Projects	15-20 years
40.	Emergency Generator Replacement Program (Yr 2-3)	\$1,900,000			Utilities	20-30 years
41.	Fire Alarm Upgrades/Fire Code Deficiencies Correction Program (Yr 3)	\$650,000			Regulatory Projects	15-20 years
42.	Main Campus Accessibility Improvements Program (Yr 3)	\$850,000			Regulatory Projects	20-30 years
43.	Roofing Replacement Program (Yr 3)	\$1,750,000			Roofing	20-30 years

<b>University of Georgia (A Unit) FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
44.	Chilled Water Redundant Systems Improv & Pipe Replacement Program (Yr 3)	\$3,000,000			Utilities	30-50 years
45.	HVAC Replacement Program (Yr 3)	\$11,000,000			HVAC	20-30 years
46.	Steam Line Piping Replacement Program (Yr 3)	\$1,400,000			Utilities	30-50 years
47.	High Voltage System Reliability and Efficiency Program (Yr 3)	\$5,375,000			Utilities	20-30 years
48.	Exterior Envelope & Structural Repairs Program (Yr 3)	\$7,500,000			Building Structure and Envelope	30-50 years
49.	Pedestrian & Vehicular Safety Corrections Program (Yr 3)	\$2,125,000			Hardscape, Streets and Drainage	20-30 years
50.	Sanitary Sewer/Stormwater Replacement Program (Yr 3)	\$650,000			Hardscape, Streets and Drainage	20-30 years

Key Note Legend
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<b>University of Georgia (B Unit) FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$7,456,750</b>	<b>\$2,460,000</b>			
1.	Fire Code Corrections Program	\$135,000	\$135,000		Regulatory Projects	15-20 years
2.	Life Safety / Code Deficiency Corrections Program	\$95,000	\$95,000		Regulatory Projects	20-30 years
3.	UGA Skidaway Laboratory Barn Radiological Waste Storage	\$45,000	\$45,000		Regulatory Projects	15-20 years
4.	Riverbend Greenhouse Complex Electrical Upgrades	\$560,000	\$560,000		Electrical	20-30 years
5.	Rock Eagle 4-H Center - Observation Tower ADA Access Improvements	\$100,000	\$100,000		Regulatory Projects	20-30 years
6.	CVM Riverbend Farm Infrastructure Upgrades	\$500,000	\$500,000		Utilities	20-30 years
7.	Marine Institute - Main Lab Bldg 2nd Fl. Renovation & Life Safety Upgrades	\$250,000	\$250,000		Regulatory Projects	20-30 years
8.	Rock Eagle 4-H Center - Barkuloo-Rich Building Renovations	\$325,000	\$325,000		Renovation/Change of Use	20-30 years
9.	UGA Skidaway Priest Landing Dock Deferred Maintenance	\$125,000	\$125,000		Other	20-30 years
10.	J. Phil Campbell Research & Education Center Roof Replacement	\$200,000	\$200,000		Roofing	20-30 years
11.	Marine Extension Services - Education Center & Aquarium Renovations	\$125,000	\$125,000		Regulatory Projects	20-30 years
12.	UGA Skidaway Access Control Program	\$40,000		1	Access Control and Campus Safety	10-15 years
13.	Riverbend Greenhouse Complex Electrical Upgrades (Phase 2)	\$100,000			Electrical	20-30 years
14.	UGA Skidaway Energy Management Controller Replacement Program	\$44,750			Utilities	20-30 years
15.	UGA Skidaway Sidewalk Replacement Program	\$40,000			Hardscape, Streets and Drainage	20-30 years
16.	Marine Extension Services - Fisheries Building Renovation	\$41,000			Renovation/Change of Use	20-30 years
17.	Rock Eagle 4-H Center - Callaway Building Renovations	\$500,000			Renovation/Change of Use	20-30 years
18.	UGA Skidaway Roof Replacement Program	\$50,000			Roofing	20-30 years
19.	Rock Eagle 4-H Center - Quad Hardscape, Drainage and ADA Improvement	\$550,000			Hardscape, Streets and Drainage	20-30 years
20.	Marine Institute - Main Lab Bldg 2nd Fl. Renovation & Life Safety Upgrades (phase 2)	\$265,000			Regulatory Projects	20-30 years
21.	CVM Diagnostic Lab Systems Upgrades (Tifton)	\$400,000			HVAC	20-30 years

<b>University of Georgia (B Unit) FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
22.	Riverbend Greenhouse Complex Roof Repairs	\$295,000			Roofing	20-30 years
23.	Marine Extension Services - Algae Growth House Renovation	\$239,000			Renovation/Change of Use	20-30 years
24.	Marine Extension Services - Historical Cabins Refurbishment	\$432,000			Renovation/Change of Use	20-30 years
25.	Rock Eagle 4-H Center - Observation Tower ADA Access Improvements, Phase II	\$490,000			Regulatory Projects	20-30 years
26.	UGA Skidaway Seawall Replacement	\$850,000			Other	30-50 years
27.	UGA Skidaway Library Renovation	\$60,000			Finishes/Interior	20-30 years
28.	UGA Skidaway Freezer Storage Room Relocation	\$40,000			Renovation/Change of Use	30-50 years
29.	Riverbend Greenhouse Complex Storage Building Improvements	\$260,000			Renovation/Change of Use	20-30 years
30.	Marine Institute - Coffin Building Roof Replacement	\$300,000			Roofing	20-30 years

<b>Key Note Legend</b>
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1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source
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University of North Georgia FY 2021 MRR		MRR Funds Requested	MRR Funds Recommended	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	\$7,086,037	\$1,400,000			
1.	Nix Fine Arts, Dahlonega - Replace AHUs & HVAC Controls	\$256,037	\$250,000		HVAC	20-30 years
2.	Dahlonega - Upgrade High Voltage Loop - Ph II	\$410,000	\$400,000		Utilities	20-30 years
3.	Gainesville Campus - Replace/Repair Sidewalks and Building ADA Entrances	\$450,000	\$450,000		Hardscape, Streets and Drainage	20-30 years
4.	Health & Natural Sciences Bldg., Dahlonega - Replace Roof	\$500,000			Roofing	15-20 years
5.	Library, Gainesville - Replace Roof	\$400,000			Roofing	15-20 years
6.	Hugh Mills Gym, Gainesville - Replace HVAC Units	\$300,000	\$300,000		HVAC	20-30 years
7.	Strickland Dunlap Mathis, Gainesville-Upgrade HVAC Controls	\$150,000		1	HVAC	15-20 years
8.	Health/Natural Sciences Bldg., Dahlonega-Remediate Exterior	\$350,000			Building Structure and Envelope	20-30 years
9.	Choice St. Art, Dahlonega - Restore Auditorium	\$600,000			Renovation/Change of Use	15-20 years
10.	Chillier Plant, Gainesville - Design	\$150,000			Utilities	20-30 years
11.	Price Memorial, Dahlonega -Renovate HVAC	\$700,000			HVAC	20-30 years
12.	Price Memorial, Dahlonega - Renovate Ph II	\$500,000			Renovation/Change of Use	20-30 years
13.	Gainesville - Replace Em. Exit Lights, Connect to Generator	\$200,000			Electrical	20-30 years
14.	Vickery House, Dahlonega - Rehabilitate Historic Exterior	\$20,000			Building Structure and Envelope	15-20 years
15.	Newton Oakes Center, Dahlonega-Replace Rotunda Windows	\$500,000			Building Structure and Envelope	15-20 years
16.	Campus Road/Hardscape Rehabilitation, Dahlonega	\$500,000			Hardscape, Streets and Drainage	20-30 years
17.	Hansford Hall, Dahlonega, Historic-Replace Internal Rain Drains	\$200,000			Building Structure and Envelope	20-30 years
18.	Dunlap Hall, Dahlonega - Rehabilitate MEP Systems	\$750,000			HVAC	20-30 years
19.	Theater Building, Gainesville - Generator	\$150,000			Electrical	20-30 years

**Key Note Legend**

1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source

<b>University of West Georgia FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$6,274,500</b>	<b>\$1,770,000</b>			
1.	TLC - Upgrade BAS to Full DCC	\$182,000	\$180,000		HVAC	20-30 years
2.	Aycock Hall - Replace Boiler & Chiller	\$422,600	\$425,000		HVAC	20-30 years
3.	Z6 - Upgrade Service Elevator	\$275,000		4	Other	20-30 years
4.	Mandeville Hall - Repair Building Envelope	\$300,000	\$300,000		Building Structure and Envelope	20-30 years
5.	Sanford Hall - Waterproof	\$200,000	\$200,000		Building Structure and Envelope	20-30 years
6.	Townsend Center-Install Fire Sprinkler and Upgrade Fire Alarm	\$350,000	\$350,000		Regulatory Projects	20-30 years
7.	Callaway - Replace HVAC	\$454,900	\$315,000	11	HVAC	20-30 years
8.	Ed Center - Replace HVAC	\$500,000		2	HVAC	20-30 years
9.	Adamson Hall - Replace Chiller	\$150,000		1	HVAC	20-30 years
10.	Campus-wide - Legacy Buildings, Replace HVAC, Ph I	\$750,000		2	HVAC	20-30 years
11.	Ed Center - Upgrade Security	\$500,000			Access Control and Campus Safety	15-20 years
12.	Ed Center Annex - Upgrade Security	\$250,000			Access Control and Campus Safety	15-20 years
13.	Campus Wide - ADA Restrooms Upgrades	\$500,000			Regulatory Projects	20-30 years
14.	Row Hall - Replace Roof	\$200,000			Building Structure and Envelope	20-30 years
15.	Campus Wide - Upgrade DDC Utility Gas Meters	\$750,000			Utilities	20-30 years
16.	Library - Refinish Exterior	\$140,000			Building Structure and Envelope	10-15 years
17.	Strozier Hall - Security Upgrade	\$350,000			Access Control and Campus Safety	15-20 years

**Key Note Legend**

1 - Project authorized for completion with residual MRR funds or institution funds from appropriate source

2 - Project authorized for design and preconstruction with residual MRR funds or institution funds from appropriate source

4 - Project not eligible for MRR funding

11 - Institution to fund balance of project

<b>Valdosta State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	Key Note	Project Category	Expected Economic Service Life
Priority	Project Name	<b>\$12,295,000</b>	<b>\$1,670,000</b>			
1.	Steam Plant - Replace Boiler #1	\$450,000	\$450,000		Utilities	20-30 years
2.	Pine Hall - Replace Roof	\$150,000	\$150,000		Roofing	20-30 years
3.	Education Center - Renovate	\$500,000	\$500,000		Renovation/Change of Use	20-30 years
4.	Martin Hall - Replace Roof	\$250,000	\$250,000		Roofing	20-30 years
5.	Bailey - Replace Fume Hoods	\$850,000		2	HVAC	20-30 years
6.	Steam Plant - Replace Boiler #2	\$450,000	\$20,000	3	HVAC	20-30 years
7.	Odum Library - Replace AHU Fan with Fan Array	\$300,000	\$300,000		HVAC	20-30 years
8.	Bailey - Replace Low-Slope Roof	\$350,000			Roofing	20-30 years
9.	Ed Center - Replace AHU Fan with Fan Array	\$300,000			HVAC	20-30 years
10.	Fine Arts - Renovate Fine Arts	\$750,000			Renovation/Change of Use	20-30 years
11.	Odum Library - Restore Roof on Addition	\$220,000			Roofing	20-30 years
12.	Bailey - Replace Chiller #1	\$425,000			HVAC	20-30 years
13.	Continuing Education - Replace HVAC, Ph II	\$500,000			HVAC	20-30 years
14.	Bailey - Replace Chiller #2	\$425,000			HVAC	20-30 years
15.	Odum Library - Restore Exterior Finishes	\$150,000			Building Structure and Envelope	10-15 years
16.	PE Complex - Replace 2nd Level Seating	\$300,000			Renovation/Change of Use	15-20 years
17.	PE Complex - Replace Bridge	\$250,000			Hardscape, Streets and Drainage	20-30 years
18.	Ed Center - Replace Bridge	\$250,000			Hardscape, Streets and Drainage	20-30 years
19.	Campus - Replace Exterior Lighting with LED	\$200,000			Electrical	20-30 years
20.	North Music Annex - Renovate HVAC & Building	\$300,000			Renovation/Change of Use	20-30 years
21.	Pound Hall - Replace Windows	\$500,000			Building Structure and Envelope	20-30 years

<b>Valdosta State University FY 2021 MRR</b>		<b>MRR Funds Requested</b>	<b>MRR Funds Recommended</b>	<b>Key Note</b>	<b>Project Category</b>	<b>Expected Economic Service Life</b>
22.	Farbar Hall - Renovate	\$825,000			Renovation/Change of Use	20-30 years
23.	Mile Branch Creek Bank - Improve, Ph. I	\$900,000			Other	30-50 years
24.	Mile Branch Creek Bank - Improve, Ph. II	\$900,000			Other	30-50 years
25.	Mile Branch Creek Bank - Improve, Ph. III	\$900,000			Other	30-50 years
26.	Mile Branch Creek Bank - Improve, Ph. IV	\$900,000			Other	30-50 years

<b>Key Note Legend</b>
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2 - Project authorized for design and preconstruction with residual MRR funds or institution funds from appropriate source
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3 - Design and preconstruction funds only
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**AGENDA**  
**COMMITTEE ON INTERCOLLEGIATE ATHLETICS**

**August 6, 2020**

<b><u>Agenda Item</u></b>	<b><u>Page No.</u></b>
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**INFORMATION ITEM**

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| 1. Athletics Presentation - Fiscal Year 2019 Annual Report | 1 |
|--|---|

## **AGENDA**

### **COMMITTEE ON INTERCOLLEGIATE ATHLETICS**

**August 6, 2020**

**1. Information Item: Athletics Presentation**

Dr. John M. Fuchko, III, Vice Chancellor for Organizational Effectiveness, will present the Fiscal Year 2019 annual athletics report as required by Board Policy 4.5.6 Monitoring. This report will highlight institutional compliance with the athletics subsidy requirements and annual expense growth limits implemented as a part of the changes to the Athletics Policy approved at the May 2016 Board meeting.