

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 28, 2017, to each and every member of said Board, said date being at least five days prior to this January 18, 2018 meeting. At the above-named place there were present the following members to wit: Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Dr. Douglas Rouse, Mr. C.D. Smith (by phone), and Dr. J. Walt Starr. Mr. Tom Duff and Ms. Christy Pickering were absent. The meeting was called to order by Trustee Shane Hooper, Vice President, with Mr. Marcus Thompson, IHL Chief Administrative Officer, providing the invocation on behalf of Trustee Pickering.

**INTRODUCTION OF GUESTS**

- Vice President Shane Hooper welcomed the Student Government Association Officers: Patrick Herbert, SGA President at Alcorn State University and Edgar Meyer, SGA President of the University of Mississippi Medical Center.
- Dr. William Bynum, President of Jackson State University, introduced Mr. Howard Merlin, the new Vice President for Business and Finance/Chief Financial Officer at JSU. Dr. Bynum also thanked Dr. Ivory Nelson for serving as the Interim Provost since July. This is Dr. Nelson's last board meeting.

**APPROVAL OF THE MINUTES**

On motion by Trustee Starr, seconded by Trustee McNair, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on November 16, 2017.

**CONSENT AGENDAS**

Trustee Perry moved Finance Consent Agenda item #14 to the Finance Regular Agenda for consideration. On motion by Trustee Dye, seconded by Trustee Starr, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas, as amended.

**ACADEMIC AFFAIRS**

1. **SYSTEM** – Approved the following new academic programs:
  - a. **ASU** – Bachelor of Arts in General Studies (Complete 2 Compete) (CIP 24.0102);
  - b. **JSU** – Professional Interdisciplinary Studies (Complete 2 Compete) (CIP 24.0102);
  - c. **MSU** – Advanced Learning Concentration in General Studies (Complete 2 Compete) (CIP 24.0102);
  - d. **UM** – Bachelor of University Studies (Complete 2 Compete) (CIP 24.0102);

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

- e. **USM** – Bachelor of Liberal Studies (Complete 2 Compete) (CIP 24.0102); and
- f. **UMMC** – Bachelor of Science in Health Sciences (Complete 2 Compete) (CIP 24.0102).

**FINANCE**

2. **UM** – Approved the request to enter into a contract between the University of Mississippi Bursar and Financial Aid Offices and CMD Outsourcing Solutions, Inc. The contractor will assume temporary ownership of an established nationwide toll-free number owned by UM and will provide in-depth technical assistance on financial aid and bursar issues to UM customers. The Agreement shall be in effect from January 19, 2018, through January 18, 2021. This agreement may be extended for up to two successive two-year renewals upon the consent of both parties. If both renewals are agreed upon the contract will expire January 18, 2025. The amount of the agreement is \$400,384 per year for 3 years for a total of \$1,201,152, plus a one-time set-up fee of \$15,000. The estimated volume is 87,870 calls per year and is based on actual call history. This agreement may be extended for up to two successive two-year renewals upon the consent of both parties. The Flat Rate Service Fee for each subsequent contract year will remain the same or less, unless CMD has provided the university with notice of an increase in fees at least one hundred and twenty (120) days prior to the beginning of the next year. Any requested increases must be tied to a nationally recognized index such as the Consumer Price Index or other appropriate measure such as call volume growth, and cannot exceed a maximum of 3% per year. If all renewals are exercised resulting in a seven year contract and maximum price increases were incorporated, the total contract value (including the one-time set-up fee) would be \$2,941,461. The contract will be funded by E&G sources. The agreement, which was reviewed and approved by the IHL Associate Commissioner of Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
3. **UM** – Approved the request to enter into contract between the University of Mississippi Department of Facilities Planning and Commissioning & Green Building Solutions, Inc. to provide building commissioning and test, adjusting, and balancing services for the new STEM building. This agreement is effective beginning on the initial approval date by the University and the IHL Board and ends when the warranty period of the STEM building construction contract ends. The commissioning fees total is \$568,356.96. Should UM determine necessary, there are alternates for documentation or services that may be charged on a per year or per visit basis. Those charges are as follows: Additional Post-Occupancy Services (per year) \$18,711.07; Additional Site Visits (per visit) \$1,638.57; and Owner's Project Requirement Documentation \$10,133.97. The funding source for this contract is Internal R&R funds. The agreement, which was reviewed and approved by the IHL Associate Commissioner of Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
4. **UM** – Approved the request to enter into a contract between the University of Mississippi Office of Information Technology and EPI-USE America, Inc. for external consulting expertise required for the implementation of SAP SuccessFactors cloud-based Human Capital Management (HCM) software. The purpose of this contract is to define mutually agreed upon objectives and responsibilities regarding services to be performed as part of UM's implementation of the software. It includes project deliverables, functional and technical services performed by the vendor, vendor responsibilities and university responsibilities. The contract will become effective upon full execution by both parties and will continue through project acceptance by UM. It is anticipated to be a 31-week project from inception to completion with an estimated completion

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

date of September 1, 2018. The contract amount includes 2,824 hours of consulting totaling \$475,295. UM will compensate EPI-USE in six payments for the completion of work as described in Attachment A of the contract. The fee/payment schedule is included in the bound *January 18, 2018 Board Working File*. Additionally, travel and expenses are budgeted at 15% of the total project cost (\$71,294.00). The total contract amount estimated to be paid is \$546,589. This project will be funded through Educational and General funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

5. **UM** – Approved the request to enter into a contract between the University of Mississippi Center for Excellence in Literacy Instruction and Voyager Sopris Learning, Inc. The purpose of this contract is to ensure that university faculty responsible for preparing our next generation of teachers for effective reading instruction fully understand, consistently apply, and can explicitly model the evidence-based reading instructional practices established over 30 years and documented by the National Reading Panel and the Institute of Education Sciences. The initial term or period of the contract is January 22, 2018 through August 31, 2018 with an extension of up to two additional years by written amendment to the agreement. The contract amount is a total of \$419,500 over three years. The total for the initial period is \$176,000. The total for year two is \$213,500. The total for year three is \$30,000. The funding source for the contract is the W.K. Kellogg Foundation Grant. The agreement, which was reviewed and approved by the IHL Associate Commissioner of Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
6. **UMMC** – Approved the request to amend its Master Agreement with Abbott Laboratories Inc. to add supplies needed for Procalcitonin testing on UMMC's Abbott Architect i1000 analyzers. This testing is used as an indicator for sepsis. The term of the amendment will begin February 1, 2018, and end June 30, 2019, coterminous with the existing Master Agreement. The total cost of the amended Master Agreement is \$3,090,289.86. This reflects an increase in the total contract cost of \$236,530.25 in commodity costs for remaining one (1) year and five (5) months of the term of the contract. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
7. **UMMC** – Approved the request to enter into a collection agreement with One Advantage, LLC for the management and collection of bad debt accounts for both hospital and physician services. One Advantage will service patient accounts that meet the criteria for "bad debt" and have been determined uncollectable by standard institutional billing practices. The term of the agreement is five (5) years – March 1, 2018 through February 28, 2023. The total estimated cost of this agreement is \$4,182,407.78. Under the agreement, UMMC will pay a contingency fee of 10.50% of funds collected. A breakdown of costs is included in the bound *January 18, 2018 Board Working File*. The agreement will be funded by hospital patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
8. **UMMC** – Approved the request to enter into an agreement with Central Admixture Pharmacy Services, Inc. for the purchase of solutions to be used during heart surgeries and the request to add and/or remove solutions from the products covered under the agreement without requiring submission to the Board so long as there is adequate funding. The initial term of the agreement is three (3) years and will automatically renew thereafter year to year, up to a total term of five (5)

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

years for a term from February 1, 2018 through January 31, 2023. The total estimated cost of the five (5) year agreement is \$1,208,183.37. UMMC has calculated a 20% potential annual volume increase over historical spend beginning in Year 1. UMMC has also calculated a 5% potential annual price increase beginning in Year 2. The current agreement will be funded by hospital patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

9. **UMMC** – Approved Amendment 18 to its current license and support agreement with Epic Systems Corporation to provide the Patient Abtractor license to UMMC's program property. This will allow UMMC to perform clinical data conversions from other legacy clinical systems into its EpicCare Electronic Health Record (EHR) production system. The term of amendment 18 will begin on or about February 1, 2018 and is coterminous with the current Epic License and Support Agreement which remains in effect in perpetuity in regards to the licenses, and it is also coterminous regarding maintenance coverage which ends August 22, 2019. The estimated cost for Amendment 18 is \$8,000. With Amendment 18, the total estimated approved cost for the Epic agreement is now \$67,367,789.01. The amendment cost will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
10. **UMMC** – Approved a Service Request with Epic Systems Corporation to allow Epic to submit UMMC's 2017 electronic Clinical Quality Measures data electronically to The Joint Commission (TJC), UMMC's clinical accrediting body. This allows UMMC to meet the requirements of submitting quality metrics data electronically to TJC by a third-party vendor. The term of the Service Request will begin on or about February 1, 2018 and will expire upon completion of service or upon expiration of the current agreement which is August 22, 2019. The total estimated cost for this Service Request is \$36,000. Including this request, the total estimated cost of the Epic Agreement increases to \$67,403,789.01. The amendment cost will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
11. **UMMC** – Approved the request to enter into a collection agreement with Hollis Cobb Associates, Inc. for the management and collection of bad debt accounts for both hospital and physician services. Hollis Cobb will service patient accounts that meet the criteria for "bad debt" and have been determined uncollectable by standard institutional billing practices. The term of the agreement is five (5) years – March 1, 2018 through February 28, 2023. The total estimated cost of this agreement is \$4,281,988.92. Under the agreement, UMMC will pay a contingency fee of 10.75% of funds collected. A breakdown of costs is included in the bound *January 18, 2018 Board Working File*. The agreement will be funded by hospital patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
12. **UMMC** – Approved the request to enter into a Commissioning Agreement with Smith Seckman Reid, Inc. d/b/a SSRcx for the provision of building commissioning services for the Children's of Mississippi Expansion Project. SSRcx will review project drawings and inspect installation of mechanical, electrical, plumbing (MEP), and building envelope systems to ensure that those systems are installed and functioning according to project drawings and specifications. The term of the agreement is four (4) years, beginning January 25, 2018, and expiring January 31, 2022. The total cost for the four (4) year agreement shall not exceed \$581,963.00. All fees include travel. A breakdown of costs is included in the bound *January 18, 2018 Board Working File*. This

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

agreement will be funded by long-term and intermediate term fixed bond rates, state appropriations, patient revenues, and development funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

13. **UMMC** – Approved the request to enter into an amendment with nThrive Revenue Systems, LLC f/k/a MedAssets Net Revenue Systems, LLC to update the contracting party and add the embedded claims conversion services to the existing statement of work (SOW). The Board also approved the request to pay for conversion services in advance pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The embedded claims conversion will allow UMMC to integrate the claims management system with Epic. The integration enables both systems to communicate allowing for automated acceptance and work que routing for claims. The term of the amendment will begin on or about February 1, 2018 and end August 31, 2020, which is coterminous with the existing SOW. The estimated cost of the amendment is \$20,000. The total cost of the amended agreement will be \$3,152,872.80. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
14. **UMMC** – Request approval to enter into a Lease Agreement with Winston County Medical Foundation for approximately 3,085 square feet of clinical space located at 17280 East Main Street, Louisville, MS, for UMMC's Department of Dermatology. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the university also requested approval to prepay rent on the first day of each month. This rural clinic will allow UMMC to further populate the state with dermatology providers – especially given the medically underserved populations in rural Mississippi. The term of the Lease Agreement is sixty (60) months with a single five (5) year automatic renewal term. UMMC expects the commencement date of the Lease Agreement to be on or about September 1, 2018, which would cause the expiration date to be August 31, 2028. The total cost over the ten (10) year term of the Lease Agreement is \$726,267.62. Beginning in Year 2, UMMC has included an annual price increase of two percent (2%). The agreement will be funded by patient revenue. The agreement which was reviewed and approved by the Attorney General's Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**
15. **USM** – Approved the request to amend the lease with Oxiteno USA LLC., a Texas limited liability company with a registered address at 9801 Bay Area Blvd., Pasadena, TX 77507 (Tenant). Tenant wishes to increase their space by approximately 661 square feet at USM's Accelerator building for additional rent in the amount of \$15,500 annually. The term of the original Lease was for two years commencing December 1, 2016, and expiring December 1, 2018, with three 1-year renewal options. This Amendment does not revise the term of the original Lease. The total increased contract amount for Amendment One, including options, is \$62,000. This increase brings the total rent for the transition period, initial term and renewals to \$375,750. The Accelerator building was constructed with federal grant funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
16. **USM** – Approved the request to enter into a lease agreement with the University of Southern Mississippi Alumni Association (Association/Lessee). The premises involve approximately 7,500 square feet of land known as Spirit Park located at Ray Guy Way, Hattiesburg, MS 39406. During the term of the Lease, the Association will construct an Event Venue of approximately 3,750 square feet in accordance with plans and specifications as approved by USM. The purpose of the

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

Lease Agreement is to provide the Association the right to utilize the premises as needed and agreed upon by the parties, including the right to construct an event venue including a stage, gathering area, restrooms and storage area. All construction of the facilities by the Association shall be in accordance with plans and specifications as approved by USM. The term of the Lease shall commence subsequent to IHL Board approval and full execution of the Lease and shall expire on June 30, 2019 or thirty days subsequent to the completion and acceptance of the completed facilities, unless sooner terminated under the terms of Article XV of the contract. The contract amount shall be \$1.00 cash in hand. This lease is being funded with private funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

17. **UMMC – Exhibit 1** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the provision of the CoverMe application for UMMC. This application will allow UMMC to screen self-pay patients for financial assistance, charitable or other assistance programs, such as Presumptive Medicaid eligibility. The Attorney General's staff assigned to the MS-ITS reviewed this agreement prior to execution. The Software Subscription Agreement is between AutoGov and MS-ITS behalf of UMMC. **(See Exhibit 1.)**
18. **UMMC – Exhibit 2** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the provision of patient statement printing and skip tracing services for UMMC. The Attorney General's staff assigned to the MS-ITS reviewed this agreement prior to execution. The Professional Services Agreement is between nThrive, Inc. and MS-ITS behalf of UMMC. **(See Exhibit 2.)**
19. **UMMC – Exhibit 3** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board of Technology Services Change Order Number 1 to the 2016 Lease Agreement with Toshiba America Business Solutions, Inc. to add additional printers for UP Belhaven and the Ripley Blackwell Head Start. The Attorney General's staff assigned to the MS-ITS reviewed this Change Order prior to its execution. The Change Order and existing Lease Agreement are between Toshiba and MS-ITS behalf of UMMC. **(See Exhibit 3.)**
20. **UMMC – Exhibit 4** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the provision of services for UMMC. Under the agreement, Sierra-Cedar, Inc. will provide implementation services related to the Workday Enterprise Resource Planning (ERP) system. The Attorney General's staff assigned to the MS-ITS reviewed this agreement prior to execution. The Services Agreement is between Sierra-Cedar, Inc. and MS-ITS behalf of UMMC. **(See Exhibit 4.)**
21. **UMMC – Exhibit 5** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the provision of the Enterprise Resource Planning (ERP) system for UMMC. This system will manage employee, financial, supply chain, student financial, and student administration solutions at UMMC. The Attorney General's staff assigned to the MS-ITS reviewed this agreement prior to execution. The Master Subscription Agreement is between Workday, Inc. and MS-ITS behalf of UMMC. **(See Exhibit 5.)**
22. **MVSU – Exhibit 6** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the continuation of Technical Currency Services for MVSU. The Attorney General's staff assigned to the MS-ITS reviewed the supplement prior to execution. The Supplement to the Master Software License and Service Agreement is between Ellucian and MS-ITS behalf of MVSU. **(See Exhibit 6.)**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

**REAL ESTATE**

23. **USM** – Approved the initiation of **GS 108-285, Cook Library Renovation**, and the appointment of Wier Boerner Allin Architecture as the design professional. This project will renovate the first and second floor of the Cook Library to provide for an Academic Enhancement Center. The project will include new offices, computer labs, one-on-one tutoring space, academic advising space, student support services and career advising space. In addition, upgrades will be made to the fire sprinkler system, mechanical and electrical systems, as well as pertinent code upgrades. The proposed project budget is \$1,580,480.14. Funds are available from SB 2906, Laws of 2015 (\$521,844.92) – Transferred from Bolton Hall 108-283; and HB 787, Laws of 2014 (\$1,058,635.22) – Transferred from Bolton Hall 108-283.
24. **USM** – Approved the initiation of **IHL 208-336, McCain Library Envelope Repairs**, and appointment of Shafer-Zahner-Zahner, PLLC as the design professional. This project is in the pre-planning stage. The university will stop at the Design Development phase until funding is fully secured for construction. The anticipated project budget for the project will be approximately \$2,000,000. The university plans to seek the remaining funding for this project during the 2018 Legislative Bond Request as priority. The project will include but is not limited to the following: replacement of building envelope systems at the basement and plaza levels, replacement of all exterior joint sealants, replacement of the balusters on the ADA ramp, addition of a French drainage system to the basement level, repair of interior damages at the basement level, etc. The proposed project budget (design fees only) is \$50,000. Funds are available from Physical Plant Funds (\$50,000).
25. **ASU** – Approved the request to increase the budget for **IHL 201-252, Morris-Boykin Renovation**, from \$1,777,500.35 to \$2,660,872.50, for an increase of \$883,372.15. This is the first budget escalation request made for this project by the university. The project will provide an interior renovation and roof replacement project on the Morris-Boykin building that houses part of the School of Agriculture and Applied Sciences. The project includes renovation of classrooms, meeting rooms, labs, office spaces, student study areas, and ADA parking improvements. Funds are available from NIFA (National Institute of Food and Agriculture) Federal Funds – US Department of Agriculture (\$2,660,872.50).
26. **ASU** – Approved the request to increase the budget for **IHL 201-255, Water Treatment Facility Improvement**, from \$3,311,592 to \$3,840,092, for an increase of \$528,500. The Board also approved the request to change the project from an IHL project (IHL 201-255) to a Bureau of Building project (GS 101-306). The funding source will change to state appropriated funds and discretionary funds. This is the first budget escalation request made for this project by the university. The project will allow for the design and construction of a new reverse osmosis water treatment system for the Lorman campus. The university will remove and replace the non-functioning cation exchange water system. The project will also include repairing and/or replacing any infrastructure damaged by the acid deterioration in the facility, as well as the construction of the necessary infrastructure for handling all discharged wastewater from the treatment facility. The project will add any technical control systems required to operate the water treatment plan as well. Funds are available from Summer of 2016 BOB Discretionary Funds (\$28,500); Fall of 2016 BOB Discretionary Funds (\$500,000); and SB 3015, Laws of 2017 (\$3,311,592).
27. **USM** – Approved the request to grant a temporary construction easement to the City of Hattiesburg for property running along and near 31st Avenue in the City of Hattiesburg, Forrest County, Mississippi. The easement will allow the City of Hattiesburg to install and construct a new road

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

over and across the parcels of real property. The property description is included in the bound *January 18, 2018 Board Working File*. The Grantee, the City of Hattiesburg, Mississippi, is given the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way above described of such trees and shrubs as may be necessary for the full enjoyment of the rights herein granted. The Grantee shall be responsible for any damage to Grantor's property or that of third party's resulting from the exercise of any of the rights granted in the easement. Grantee shall promptly repair and restore to its original condition any of Grantor's property that may be altered, damaged, or destroyed in connection with the easement. This temporary construction easement will revert back to the Grantor upon completion of construction. The Attorney General's Office has reviewed and approved this item.

28. **IHL** – Approved the request to grant a thirty-foot wide permanent right-of-way easement to Entergy Mississippi, Inc. running from Eastover Drive through the ERC campus. The easement will allow Entergy to locate, construct, reconstruct, improve, repair, operate, inspect, patrol, replace, and maintain the electric and communication facilities, or the removal thereof, now or in the future, including but not necessarily limited to poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors, and other equipment, structures, material, and appurtenances, now or hereafter used, useful, or desired in connection therewith by Grantee (Entergy), over, across, under or on the land of Grantor (IHL) in the County of Hinds, Mississippi. The parcel of land is described as lying and being situated in the NE ¼ of the NE ¼ of Section 25, Township 6 North, Range 1 East, Hinds County, Mississippi. The Grantee, Entergy Mississippi, Inc., is given the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor (IHL) and the right to attach wires and cables of any other party to Grantee's facilities, and the right to install guy wires, anchors, and anchor assemblies beyond the limits of the said right-of-way. Unless otherwise specifically provided, the center line of the electric power and communication lines initially constructed on this right-of-way shall be the center line of said right-of-way. Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right-of-way which Grantee considers a hazard to any of its electric power or communication facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry. Grantor shall not construct or permit the construction of any structure, obstruction, or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool, or well, excepting only Grantor's fences and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code. The IHL Associate Commissioner for Legal Affairs has reviewed and approved this item.

**LEGAL**

29. **MSU** – Approved the request to modify a contract with JONES WALKER LLP, to perform services necessary in assisting and advising the University on legal issues concerning review of strategic financing options, tax exempt bond arbitrage, rebate compliance, the use of bond financed building, and other matters relating to bond issues. This contract originated February 18, 2015, renewed by Modifications #1 and #2, extending the term for one (1) year at each renewal, with

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

Modification 2 extending through February 17, 2018. Modification #3 will extend the term for one (1) year, or through February 17, 2019. The total amount payable during the extension period shall not exceed \$50,000. All other provisions of the Contractual Agreement for Legal Services dated February 18, 2015 shall remain in effect. This Modification has been approved by the Office of Attorney General.

30. **UMMC** – Pending approval from the Attorney General, the Board approved the request to modify a contract with Watkins & Eager, PLLC, which is currently providing legal services related to real estate matters. The purpose of this amendment is to add assistance and advice on employment related matters to the scope of services and to approve the addition of attorney Walter J. Bland to assist with these employment related matters. All other terms of the contract remain the same including the hourly rate of \$165 with a maximum amount payable under the contract of \$350,000.

**PERSONNEL REPORT**

31. **EMPLOYMENT**

**Jackson State University**

- Howard Merlin; Vice President for Business and Finance/CFO; salary \$185,000; per annum, pro rata; E&G Funds; effective January 1, 2018

**Mississippi State University**

- Julie L. Jessop; *hired with tenure*; Professor, Associate Director, and Endowed Chair, Swalm School of Chemical Engineering; salary \$162,000 per annum, pro rata; E & G Funds 91.79% and Designated Funds 8.21%; 12 month; effective July 1, 2018

**Mississippi University for Women**

- Kathy Shapley; *hired with tenure*; Professor and Chair of the Department of Speech-Language Pathology, College of Nursing and Health Sciences; salary \$100,000 per annum, pro rata; 12 month contract; E&G Funds; effective July 1, 2018

**University of Mississippi Medical Center**

- Javed Butler; *hired with tenure*; Professor and Chair of Medicine, School of Medicine; salary \$90,000 per annum, pro rata; E&G Funds; 12 month contract; effective January 16, 2018
- Timothy Allen; *hired with tenure*; Professor and Chair of Pathology, School of Medicine, salary \$90,000 per annum, pro rata; E&G Funds; 12 month contract; effective January 2, 2018

32. **CHANGE OF STATUS**

**Jackson State University**

- Ivory Nelson; Interim Provost and Vice President for Academic Affairs, salary \$45,000; E&G Funds; 4 months; effective July 11, 2017 – November 30, 2017; contract extension to January 31, 2018 with additional salary \$20,000; E&G Funds
- Steven Smith; Interim Vice President for Enrollment Management, salary \$24,900; E&G Funds; 3 months; effective September 5, 2017 – November 30, 2017; contract extension to April 30, 2018 with additional salary of \$54,890; E&G Funds

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

- Marvel Turner; Interim Vice President Business and Finance – Chief Financial Officer; salary \$185,000; per annum, pro rata; E&G Funds; termination effective December 31, 2017

33. **TENURE**

**University of Mississippi Medical Center**

- Shou Tang; Professor of Medicine, School of Medicine; effective November 27, 2017

34. **SABBATICAL**

**University of Mississippi**

*Corrections*

Approved February 6, 2017: Dr. Vivian Ibrahim; Croft Associate Professor of History and International Studies; *from* salary of \$75,196 per annum, pro rata; E&G Funds; *to* salary of \$37,598 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018 and August 17, 2018 (or beginning of contract date) to December 31, 2018; professional development.

CORRECTED: Dr. Vivian Ibrahim; Croft Associate Professor of History and International Studies; *from* salary of \$75,196 per annum, pro rata; E&G Funds; *to* salary of \$37,598 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.

Approved February 6, 2017: Dr. Arunachalam M. Rajendran; Professor of Mechanical Engineering; *from* salary of \$227,795 per annum, pro rata; E&G Funds; *to* salary of \$85,423 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.

CORRECTED: Dr. Arunachalam M. Rajendran; Professor of Mechanical Engineering; *from* salary of \$227,795 per annum, pro rata; E&G Funds; *to* salary of \$85,423 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; August 17, 2018 (or beginning of contract date) to December 31, 2018; professional development.

**ACADEMIC AFFAIRS**

Presented by Trustee Ford Dye

On motion by Trustee Rouse, seconded by Trustee McNair, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda. On motion by Trustee Dye, seconded by Trustee Lamar, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #2.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

1. **SYSTEM** – Approved for first reading the proposed amendments to Board Policy 517 Teacher and Administrator Preparation Programs. Revisions to the policy are based on changes made by the Mississippi Department of Education to the name of the teacher and administrator preparation program and the educator program-specific accreditation organization and the change in nomenclature for these programs.

517     ~~TEACHER AND ADMINISTRATOR~~ EDUCATOR PREPARATION PROGRAMS

All ~~teacher and administrator~~ educator preparation programs shall be appropriately accredited by the ~~National Council for Accreditation of Teacher Education (NCATE) or the Teacher Education Accreditation Council (TEAC)~~ national accrediting body approved by the Mississippi Department of Education and meet all Mississippi Department of Education standards so program graduates may receive appropriate licensure from the Mississippi Department of Education.

2. **SYSTEM** – Approved for first reading the proposed amendments to Board Policy 608 Intermediate Courses. Revisions are based on changes to State Board of Education policy approved in April 2017. SREB Math and Literacy Ready courses are now available to students who earn less than a 15 on the corresponding ACT sub-score. The State Board of Education has changed the name of the SREB courses for students with a minimum ACT sub-score of 15 to Essentials for College Math and Essentials for College Literacy. Additional revisions align board policy with current strategies to reduce time-to-degree and promote student success. (See Exhibit 7.)

**FINANCE AGENDA**

Presented by Trustee Alan Perry

Trustee Perry tabled item #1 for further consideration. Trustees Perry and Morgan recused themselves from voting on item #2 by leaving the room before there was any discussion or vote regarding the same. After Trustees Perry and Morgan left the room, on motion by Trustee McNair, seconded by Trustee Starr, with Trustees Duff, Morgan, Perry, and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #2 as submitted on the Finance Agenda. On motion by Trustee McNair, seconded by Trustee Rouse, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #3. On motion by Trustee Dye, seconded by Trustee Perry, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #4. On motion by Trustee Perry, seconded by Trustee McNair, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to approve item #5.

1. **SYSTEM** – Request for approval of new Board Policy 714 Origination, Expansion, or Acquisition of Business or Healthcare Enterprise for first reading. (See Exhibit 8.)
2. **MSU** – Approved the request to amend a lease agreement with the BF Smith Foundation on behalf of MAFES to allow for alterations to buildings on the leased premises. MSU will soon be receiving a grant from the U.S. Department of Agriculture to establish the Delta Water Center. A portion of the grant funds are dedicated to making alterations to buildings on the leased premises that will house USDA-ARS and MSU scientists associated with the new Delta Water Center. The duration

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

of the lease agreement is for 10 years. MSU will pay no additional rent as a result of the amendment. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

3. **MUW** – Approved the request to enter into a contract with Barnes & Noble College Booksellers, LLC to continue to operate and provide services for the University Bookstore. The purpose of this agreement is to extend the business relationship for an additional five years, starting April 1, 2018. Language has been added to the prior contract to allow an exception to the exclusivity clause by authorizing the Mississippi University for Women Foundation to sell designated team issue items. The contract is for five (5) years from April 1, 2018 through March 31, 2023. The projected revenue for the five-year contract is \$826,263. A breakdown is included in the bound *January 18, 2018 Board Working File*. The agreement, which was reviewed and approved by the IHL Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
4. **USM** – Pursuant to requirements of Department of Defense Regulations, the Board approved a Resolution that 1) requires that certain present and future USM officers both meet the requirements for eligibility for access to classified information and be processed for Personnel Security Clearance; and, 2) permits formal exclusion of members of the IHL Board and Commissioner from both access to classified information disclosed to USM and from processing for Personnel Security Clearance. With the approval of the proposed Resolution, USM will be able to obtain its Facility Security Clearance through the National Industrial Security Program (NISP) which makes the university eligible for contracts from the Department of Defense, Department of Homeland Security, Nuclear Regulatory Commission, NASA, and other agencies under NISP. A copy of the resolution is available in the bound *January 18, 2018 Board Working File*. The Resolution was reviewed by the Attorney General's Office and recommended for consideration by the Board.
5. **UMMC** – Approved the request to enter into a Lease Agreement with Winston County Medical Foundation for approximately 3,085 square feet of clinical space located at 17280 East Main Street, Louisville, MS, for UMMC's Department of Dermatology. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved the prepayment of rent on the first day of each month. This rural clinic will allow UMMC to further populate the state with dermatology providers – especially given the medically underserved populations in rural Mississippi. The term of the Lease Agreement is sixty (60) months with a single five (5) year automatic renewal term. UMMC expects the commencement date of the Lease Agreement to be on or about September 1, 2018, which would cause the expiration date to be August 31, 2028. The total cost over the ten (10) year term of the Lease Agreement is \$726,267.62. Beginning in Year 2, UMMC has included an annual price increase of two percent (2%). The agreement will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

**INFORMATION AGENDA**

Presented by Commissioner Glenn F. Boyce

**REAL ESTATE**

1. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the November 16, 2017 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 9.)

**LEGAL**

2. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 10.)
3. **USM** – Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved the University of Southern Mississippi's emergency request to contract with the law firm of Roedel Parsons to defend the University in litigation filed against it in the State of Louisiana. The hourly rate will be \$250 for shareholders, \$175 for associates, and \$75 for paralegal services, with a maximum amount payable under the contract of \$50,000.

**ADMINISTRATION/POLICY**

4. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
  - a. **ASU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." On November 29, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement with Wilcox Energy Company for the classroom and office space located at 300 Franklin Street, Natchez, MS, for sue by ASU to house the ASU Business Incubator. The term of the agreement is one year beginning December 1, 2017 at a cost of \$3,166 per month. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
  - b. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, "The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000." Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 1, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement between MSU (lessee) and The Bulldog Club (lessor) for property described in Exhibit A for the purpose of the construction of the Left Field Lofts adjacent to Polk-Dement Stadium. The term of the lease is 18 months during which time lessor will make improvements through construction on the premises at no cost or other expense to lessor with an end result that all improvements will be owned "free and clear" by lessor on the date this lease terminates. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

- c. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 11, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement Addendum #3 with Houndstooth Commercial Properties, LLC for 2400 square feet of building space for use by the OSHA Consultation employees of MSU Industrial Health and Safety. The agreement was originally approved January 2013 and has been twice before amended and extended. The current amendment extends the term of the agreement through January 31, 2019, with no change to the monthly cost of \$2900 per month to be paid monthly in advance. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- d. **MVSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On November 20, 2017, Commissioner Glenn F. Boyce approved the Motor Vehicle License to Use Agreement with Toyota Motor Sales, U.S.A., Inc. for the use of a Toyota Prius vehicle by the MVSU Athletic Department as part of a partnership between the SWAC and Toyota. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- e. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On November 10, 2017, Commissioner Glenn F. Boyce approved the Lease Agreement with Pitney Bowes, Inc. for the rental of a postage meter at the Children’s of Mississippi Hattiesburg Clinic. The term of the Lease is 60 months beginning on or about November 15, 2017, at a cost as set out in Exhibit A of the Lease Agreement and total estimate break down in the corresponding agenda request. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- f. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On November 10, 2017, Commissioner Glenn F. Boyce approved the First Amendment to the Lease Agreement with Taylor Holdings, Inc. for the lease of approximately 2,475 square feet of temporary clinic space located at 313 North Court Avenue, Louisville, Winston County, MS for use by the UMMC Department of Dermatology. The initial term for the lease was for one year beginning March 1, 2017 at a cost of \$2,500 per month. This amendment is for the purpose of extending the term of

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

the lease for eleven months through January 2019 and to amend the termination for convenience provision in paragraph 8. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

- g. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 13, 2017, Commissioner Glenn F. Boyce approved the Public Trust Tidelands Lease with the State of Mississippi for .14 acres of submerged lands and tidelands located within the region of USM’s Cedar Point campus for the construction of floating kayak launches adjacent to the Cedar Point campus property. The term of the lease is forty years beginning October 1, 2017 at no cost to the University. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- h. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On December 18, 2017, Commissioner Glenn F. Boyce approved the Public Trust Tidelands Lease with the State of Mississippi for 1.47 acres of submerged lands and tidelands located within the region of USM’s Cedar Point campus for the construction of floating kayak launches adjacent to the Cedar Point campus property. The term of the lease is forty years beginning October 1, 2017 at no cost to the University. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- i. **SYSTEM** – On December 6, 2017, Commissioner Glenn F. Boyce reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning July 1, 2017 and ending September 30, 2017. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.
- j. **SYSTEM** – In accordance with Board Policy 703.04 Institutional Scholarships, Tuition Waivers and Fellowships Subsection F Policy Guidelines, each institution is required to submit an annual summary of actual expended E&G Scholarships, Fellowships and Tuition Waivers for the past fiscal year. Included in this presentation would be a summary of the actual E&G student aid expenditures by financial aid category as well as the number of category award recipients. On December 6, 2017, Commissioner Glenn F. Boyce reviewed and approved the FY 2017 presentation. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration for review.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

**HEALTH AFFAIRS  
COMMITTEE REPORT**

Wednesday, January 17, 2018

The meeting was called to order by Chairman Ford Dye at approximately 4:20 p.m. The following items were discussed. **In accordance with Miss. Code Ann., §25-41-1, as amended, all votes taken during this teleconference meeting were recorded by name in a roll-call. The teleconference meeting was held to discuss University of Mississippi Medical Center projects and priorities.**

1. The Committee discussed the contract with Workday, Inc. **No action was taken.**
2. Executive Session

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

Discussion of 3 sets of strategic business plans related to a public hospital.

**During Executive Session, the following matters were discussed:**

The Committee discussed the first set of strategic business plans related to a public hospital. **No action was taken.**

The Committee discussed the second set of strategic business plans related to a public hospital. **No action was taken.**

The Committee discussed the third set of strategic business plans related to a public hospital. **No action was taken.**

On motion by Trustee Starr, seconded by Trustee Parker, with Trustees Duff, Pickering and Smith absent and not voting and Trustee Rouse participating by phone, all trustees legally present and participating voted unanimously to return to open session.

3. On motion by Trustee Lamar, seconded by Trustee Rouse, with Trustees Duff, Pickering and Smith absent and not voting and Trustee Rouse participating by phone, all Trustees legally present and participating voted unanimously to adjourn at approximately 5:50 p.m.

The following Committee members were present for the first half of the meeting: Dr. Ford Dye (Chair), Mr. Shane Hooper, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Dr. Doug Rouse (by phone), and Dr. Walt Starr. Mr. Tom Duff, Ms. Christy Pickering, and Mr. C. D. Smith were absent.

**ANNOUNCEMENTS**

- Vice President Shane Hooper announced that the next scheduled Board meeting will be February 15, 2018 at the IHL Board Office.
- Vice President Hooper invited the university presidents to report on current activities on their campuses.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

**EXECUTIVE SESSION**

On motion by Trustee Dye, seconded by Trustee Perry, with Trustees Duff and Pickering absent and not voting and Trustee Smith participating by phone, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Parker, with Trustees Duff, Pickering, and Smith absent and not voting, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reason reported to the public and stated in these minutes, as follows:

Discussion of a personnel matter at a state university.

**During Executive Session, the following matter was discussed:**

The Board discussed a personnel matter at a state university. **No action was taken.**

**On motion by Trustee Lamar, seconded by Trustee Perry, with Trustees Duff, Pickering, and Smith absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.**

**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Perry, seconded by Trustee Lamar, with Trustees Duff, Pickering, and Smith absent and not voting, all Trustees legally present and participating voted unanimously to adjourn the meeting.



---

President, Board of Trustees of State Institutions of Higher Learning



---

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
January 18, 2018**

**EXHIBITS**

- |            |   |
|------------|---|
| Exhibit 1  | Approval of MS-ITS of agreement between the University of Mississippi Medical Center and AutoGov.   |
| Exhibit 2  | Approval of MS-ITS of agreement between the University of Mississippi Medical Center and nThrive, Inc.  |
| Exhibit 3  | Approval of MS-ITS of Services Change Order Number 1 to lease agreement between the University of Mississippi Medical Center and Toshiba Business Solutions, Inc. |
| Exhibit 4  | Approval of MS-ITS of agreement between the University of Mississippi Medical Center and Sierra-Cedar, Inc.   |
| Exhibit 5  | Approval of MS-ITS of agreement between the University of Mississippi Medical Center and Workday, Inc.  |
| Exhibit 6  | Approval of MS-ITS of agreement between Mississippi Valley State University and Ellucian Company L.P.   |
| Exhibit 7  | Proposed amendments to Board Policy 608 Intermediate Courses for first reading.   |
| Exhibit 8  | Proposed new Board Policy 714 Origination, Expansion, or Acquisition of Business or Healthcare Enterprise for first reading.                                      |
| Exhibit 9  | Real Estate items that were approved by the IHL Board staff subsequent to the November 16, 2017 Board meeting.  |
| Exhibit 10 | Report of the payment of legal fees to outside counsel.   |

# EXHIBIT 1

January 18, 2018

**PROJECT NUMBER 43332  
SOFTWARE AS A SERVICE AGREEMENT  
BETWEEN  
AUTOGOV  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

This Software as a Service Agreement (hereinafter referred to as "Agreement") is entered into by and between, AutoGov, a Texas corporation having its principal place of business at One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244 (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Licensee" and/or "UMMC"). ITS and UMMC are sometimes collectively referred to herein as "State."

**WHEREAS**, the sole source laws in Mississippi changed during the 2015 Legislative Session; and

**WHEREAS**, ITS issued a Notice of Intent to Certify Sole Source No. 4024 in an attempt to certify the sole source status of this procurement; and

**WHEREAS**, there being no objections to the sole source status being filed by any person or entity and the parties thereby determining this is indeed a sole source project;

**NOW THEREFORE**, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

## **ARTICLE 1 DEFINITIONS**

**1.1 "Active User"** means UMMC, its employees, and any third party consultants or outsourcers engaged by UMMC actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

**1.2 "Application(s)" or "SaaS Application(s)"** means those Licensor software application programs which are made accessible for UMMC to use under the terms of this Agreement.

**1.3 "Available Date"** means the date upon which Licensor notifies UMMC that the Applications may be accessed on the Licensor's SaaS server and UMMC may begin acceptance testing.

**1.4 "Cloud Services" or "SaaS Services"** means those services related to Licensor's private cloud environment provided to UMMC, including but not limited to, infrastructure, equipment, bandwidth, server monitoring, backup services, disaster recovery services, storage area network (SAN) services, security services, system administration, connectivity services, performance tuning, update installation and maintenance services related thereto.

# EXHIBIT 1

January 18, 2018

**1.5 “Content”** means any content UMMC or Active Users post or otherwise input into the Services.

**1.6 “Documentation”** means the user and technical manuals and documentation published by Licensor relating to the use of the Services or Applications; the help files included within the Applications, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Applications.

**1.7 “Initial Term”** means the three (3) year term of Services as indicated in Article 2.

**1.8 “Licensee”** means the University of Mississippi Medical Center, its employees, and any third party consultants or outsourcers engaged by UMMC who have a need to know and who shall be bound by the terms and conditions of this Agreement.

**1.9 “Licensor”** means AutoGov, and its successors and assigns.

**1.10 “Personally Identifiable Information (“PII”)”** means information concerning individually identifiable Active Users that is protected against disclosure under applicable law or regulation.

**1.11 “Services”** means any Cloud Services, on-line user access, customizations, interface development, consulting, education, SaaS installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

**1.12 “Supported Interfaces”** means application-based interfaces (API), network protocols, data formats, database schemas, and file formats used in the Applications as described in the Documentation.

## ARTICLE 2 PERIOD OF PERFORMANCE

**2.1** Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect for three (3) years thereafter (“Initial Term”). At the end of the Initial Term, the Agreement may, upon the written agreement of the parties, be renewed under the same terms and conditions for an additional term, the length of which will be agreed upon by the parties. One hundred and eighty (180) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Licensor shall notify UMMC and ITS of the impending expiration and UMMC shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the Agreement.

**2.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by UMMC following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

## ARTICLE 3 SCOPE OF SERVICES

**3.1** The Licensor agrees to provide to UMMC a SaaS based CoverMe Software subscription and associated deliverables as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled “Entire Agreement”, a summary of such work is outlined in Article 3.2 below.

**3.2** Licensor shall be responsible for the following:

# EXHIBIT 1

January 18, 2018

- A. Ensuring that all deliverables are complete and accepted by UMMC pursuant to a mutually agreed upon project work plan;
- B. Tracking date sensitive items to ensure timely updates;
- C. Acknowledging that the Content is and shall remain the sole and exclusive property of UMMC. Further, Licensor acknowledges that the Content may contain protected health information ("PHI") or PII and Licensor agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the SaaS Services or to comply with applicable laws. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to UMMC pursuant to a mutually agreed upon release schedule and in a format acceptable to UMMC;
- D. Working with UMMC to achieve access rates that meet UMMC's needs;
- E. Providing security for the site that is agreeable to UMMC with Licensor responsible for all necessary equipment and software related to security;
- F. Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
- G. Completing daily backups of the site;
- H. Notifying UMMC at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
- I. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor's expense;
- J. Participating with UMMC in disaster recovery planning and testing based on a mutually agreed upon schedule;
- K. Maintaining the confidentiality of the information entered;
- L. Providing UMMC access to all of the technical information concerning operation of the CoverMe Software subscription, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
- M. Identifying any commercially available software, by vendor and version number, integrated into the Applications and describing the particular functionality of any software that is proprietary to the Licensor;
- N. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial three (3) year period not increasing annually beyond three percent (3%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- O. Providing 24x7x365 support of the site;
- P. Providing redundant internet connections;
- Q. Providing Transport Layer Security ("TLS") secure server support;
- R. Maintaining sufficient bandwidth and server capacity to meet UMMC's and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and;
- S. Ensuring that all Licensee data remains within the continental United States;
- T. Partitioning Licensee's data from other customer data so Licensee's access is not impaired due to e-discovery, seizure, or the like, and
- U. Ensuring that upon termination or expiration of this Agreement that transition from the Licensor to UMMC or to a successor host will be accomplished at no expense to UMMC.

# EXHIBIT 1

January 18, 2018

**3.3** In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide UMMC thirty (30) days written notification of such revision or upgrade, and shall, upon request of UMMC, furnish such revision or upgrade to UMMC free of charge as part of the SaaS fees.

## **ARTICLE 4 SCOPE OF LICENSE AND RIGHT TO USE**

**4.1** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Applications over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the Initial Term of the Agreement and any subsequent renewal terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Applications and Services twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, subject to regularly scheduled maintenance and required repairs. The terms and conditions of this Agreement will apply to any enhancements or additional software products Licensee may procure from Licensor.

**4.2** Licensor will provide Licensee storage space on and access to Licensor's Applications via the Internet and provide Internet access to the Applications and Cloud Services to the Active Users through Licensor's site ("SaaS Services").

**4.3** In connection with the SaaS Services, Licensor will provide and maintain all Applications and hardware, including, but not limited to, the server hardware and software, telecommunications hardware and software, security hardware and software and other software that is reasonably necessary to operate and maintain the Services.

**4.4** The Applications and Services will be accessible at least ninety-nine percent (99%) of the time, twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of the SaaS Services due to causes beyond the control of Licensor. In the event that UMMC or an Active User is unable to achieve the 99% application availability during any given month, excluding scheduled maintenance, required repairs, and unavailability due to causes beyond the control of Licensor, the Licensor shall reimburse UMMC twenty-five percent (25%) of the monthly SaaS hosting fees for each twenty-four (24) hour day during which there were any incidents of unavailability. Licensor shall maintain the server at a secured location with restricted access.

**4.5** Licensor shall provide the Licensee with its standard managed firewall service, which shall enable secure delivery of Licensor's Services using fully redundant hardware-based firewalls. Licensor's managed firewall service will be available twenty-four (24) hours a day, seven (7) days a week.

**4.6** The use of the Services by Active Users will be governed solely by the terms and conditions of this Agreement.

**4.7** UMMC acknowledges that Licensor retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with UMMC, UMMC shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. UMMC agrees

# EXHIBIT 1

January 18, 2018

to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by UMMC through the Services.

## ARTICLE 5 ACCEPTANCE

**5.1** Licensor shall make the Applications and Documentation available through its Services pursuant to the delivery schedule mutually agreed to by the parties.

**5.2** UMMC shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Applications and Services to confirm that they perform without any defects and perform in accordance with the requirements of this Agreement. UMMC shall immediately thereafter notify Licensor of any defects in the Applications or Services which must be corrected. Thereafter, unless both parties agree to extend this period, Licensor shall have ten (10) business days in which to repair the Service or repair or replace the defective Applications, all at Licensor's expense, and UMMC shall have an additional thirty (30) calendar days to evaluate the Applications and Services. In the event Licensor is unable to repair the defect within this ten (10) day period, UMMC may terminate this Agreement pursuant to the Termination Article herein.

## ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT

**6.1** The total compensation to be paid to the Licensor by UMMC for all Applications, development, maintenance and SaaS Services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of \$882,000.00, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

**6.2** Licensor shall submit invoices with the appropriate documentation to UMMC monthly for any month in which SaaS Services and/or other services are rendered. Licensor shall submit invoices and supporting documentation to UMMC electronically during the term of this Agreement using the processes and procedures identified by the State. UMMC agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by UMMC within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that UMMC is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Licensor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Licensor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

**6.3** Acceptance by the Licensor of the last payment due from UMMC under this Agreement shall operate as a release of all claims for money against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

## ARTICLE 7 WARRANTY

**7.1** Licensor represents and warrants that it has the right to license the Applications provided under this Agreement.

# EXHIBIT 1

January 18, 2018

**7.2** Licensor represents and warrants that the Applications provided by Licensor shall meet or exceed the minimum specifications set forth in Sole Source No. 4024 and Licensor's Proposal, as accepted by the State, in response thereto.

**7.3** During the term of this Agreement, the Licensor represents and warrants that all deliverables shall be free from any defect, deficiency, faultiness, imperfection, inadequacy, incompleteness or other condition (collectively referred to herein as "Defect") which would render any such deliverable inoperable in any way or which would prevent full performance in accordance with this Agreement. This warranty includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective Documentation, including those found during acceptance testing, implementation, and the warranty period. Acceptance testing shall not in any way relieve the Licensor of its responsibilities to correct any Defect during the warranty period. The Licensor shall repair any Defect at no cost to the State within ten (10) business days of receiving notice of the Defect from the State, unless UMMC consents in writing to a longer period of repair time. In the event Licensor is unable to repair or replace the Application within the mutually agreed upon time frame after receipt of notice of the Defect, UMMC shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part as provided for in the Termination Article herein. Licensee's rights hereunder are in addition to any other rights Licensee may have.

**7.4** During the term of this Agreement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable to perform the Services as warranted, Licensor shall reimburse the State the fees paid to Licensor for the unsatisfactory Services.

**7.5** Licensor represents and warrants that the Application shall not contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Applications and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensor at its expense shall, within ten (10) business days after receipt of notification of the breach, remove any such disabling code, lockup program or device.

**7.6** Licensor represents and warrants that it has tested and will test (not less than on a daily basis) the Applications using commercially reasonable methods to ensure that the Applications provided to UMMC do not and will not contain or incorporate any computer code, programs, procedures, mechanisms or programming devices (including but not limited to, viruses, trojan horses, or worms) that are designed to, or would enable Licensor or any third-party to, disrupt, modify, delete, damage, deactivate, disable, harm or otherwise impede the operation of the Licensor's system, or any other associated software, firmware, hardware, computer system or network, including UMMC's applications and UMMC's Content. For any breach of this warranty, Licensor at its expense shall, within five (5) business days after receipt of notification of the breach, be responsible for repairing, at Licensor's expense, any and all damage done by the virus or such to UMMC's applications and UMMC's Content.

# EXHIBIT 1

January 18, 2018

**7.7** Licensor represents and warrants that the CoverMe Software subscription provided by the Licensor shall be reasonably expandable and scalable so UMMC can add and support additional business functions and users over time. It is understood and agreed that any standard revisions, enhancements, improvements, and upgrades to the Applications and host site equipment during the term of this Agreement, including operating system, database management system, and other software, shall be provided by Licensor to UMMC at no additional cost to UMMC.

**7.8** Licensor represents and warrants that it presently has and will continue to maintain, at its own expense, throughout the term of this Agreement, valid licenses for all software, trademarks, service marks, patents and copyrighted material and any other proprietary information of a third party that it will deploy in support of all products Licensor uses in the performance of this Agreement.

**7.9** If applicable under the given circumstances, Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**7.10** Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty and/or software support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

**7.11** Licensor represents and warrants that no official or employee of Licensee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement.

# EXHIBIT 1

January 18, 2018

The Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**7.12** The Licensor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensor, terminate the right of the Licensor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensor as it would pursue in the event of a breach of contract by the Licensor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

**7.13** Licensor will not knowingly (a) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (b) use the Content for any purpose other than needed to provide the Services to UMMC hereunder; or (c) otherwise act in a fraudulent, malicious or negligent manner when providing the Services.

## **ARTICLE 8 INFRINGEMENT INDEMNIFICATION**

**8.1** Licensor represents and warrants, to the best of its knowledge, that neither the Applications and Services provided to UMMC under this Agreement nor their use by UMMC will violate or infringe on any copyright, patent, trade secret or other proprietary right of any person or entity. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or UMMC which involve the Applications, Services or other items provided under this Agreement and shall pay all costs, attorney fees, damages and judgment finally awarded against UMMC provided that: (a) UMMC notifies Licensor in writing of any such claim of which it has knowledge; (b) Licensor has, to the extent authorized by Mississippi law, sole control of the defense of any actions or negotiations related to the defense or settlement of any such claim, and (c) UMMC cooperates in the defense of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. In no event shall the State compromise, settle or adversely impact the defense of any actions or negotiations without the prior, written consent of Licensor. Further, in no event shall Licensor compromise or settle any such actions or negotiations without the prior written consent of UMMC if such compromise or settlement would create an obligation or liability upon UMMC or the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for UMMC the right to continue using such Applications or Services, or upon failing to procure such right; (b) modify or replace them with non-infringing items with equivalent functionality, or upon failing to secure either such right at Licensor's reasonable expense, (c) issue a pro-rata refund to UMMC for the fees previously paid by UMMC for the infringing Applications

# EXHIBIT 1

January 18, 2018

and Services UMMC may no longer use. Said refund shall be paid within ten (10) business days of notice to UMMC to discontinue said use.

**8.2** Licensors shall have no obligation for infringement claims caused by: (a) an unauthorized modification of the Applications or Service by UMMC or a third party; (b) use of the Service other than in accordance with the Documentation for the Service or as authorized herein; (c) use of the Services in conjunction with any data, equipment or software not provided by Licensors where the Services would not otherwise be infringing except for such combination; or (d) use of the Services or Application by UMMC other than in accordance with this Agreement.

## ARTICLE 9 DATA SECURITY

**9.1** As part of the Services, Licensors shall provide administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of UMMC Content. Licensors agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under this Agreement.

**9.2** Prior to initiation of the Services under this Agreement and on an ongoing basis thereafter, UMMC agrees to provide notice to Licensors of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to UMMC's industry and which could be imposed on Licensors as a result of provision of the Services. UMMC will ensure that: (a) the transfer to Licensors and storage of any PHI or PII by Licensors is permitted under applicable data protection laws and regulations; and, (b) UMMC will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

**9.3** Licensors shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2). Licensors's private cloud shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Licensors's private cloud is located shall undergo pertinent security examinations. Management access to Licensors's private cloud shall be limited to Licensors's authorized support staff and UMMC's authorized staff. The Applications shall provide UMMC with the ability to configure application security and logical access per UMMC's business processes. In the event UMMC identifies a security issue, UMMC will notify Licensors.

**9.4** At a minimum, Licensors's safeguards for the protection of PHI and PII shall include: (i) limiting access of PHI and PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII and PHI stored on any mobile media; (vii) encrypting PII and PHI transmitted over public or wireless networks; (viii) strictly segregating PII and PHI from information of Licensors or its other customers so that PII and PHI is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Licensors's employees. Any and all subcontractors shall

# EXHIBIT 1

January 18, 2018

adhere to the aforementioned protection and encryption (in transit and at rest) of PHI and PII, as well as follow the stated breach policy.

**9.5** Licensor will comply with all applicable federal and state laws to resolve security breaches, and, to the extent Licensor is responsible for such security breaches, will cover the cost of remedial measures as required by such laws and otherwise consistent with this Agreement. UMMC may seek equitable relief including a restraining order, injunctive relief, specific performance, and such other relief that may be available from a court in addition to any other remedy to which UMMC may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity.

**9.6** At any time during the term of this Agreement at UMMC's request or upon the termination or expiration of this Agreement for any reason, Licensor shall promptly return to UMMC all copies, whether in written, electronic or other form or media, of PHI and PII in its possession, or securely dispose of all such copies, and certify in writing to UMMC that such has been returned to UMMC or disposed of securely. Licensor shall comply with all reasonable directions provided by UMMC with respect to the return or disposal of PHI and PII.

**9.7** Upon UMMC's request, to confirm Licensor's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Licensor grants UMMC or, upon UMMC's election, a third party on UMMC's behalf, permission to perform an assessment, audit, examination or review of all controls in Licensor's physical and/or technical environment in relation to all PHI or PII being handled and/or services being provided to UMMC pursuant to this Agreement. Licensor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, Documentation, infrastructure and application software that processes, stores or transports PHI or PII for UMMC pursuant to this Agreement.

**9.8** It is understood and agreed that at least once per year, Licensor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on the recognized industry best practices. Licensor shall make the reports available to UMMC for review. Any exceptions noted on the Statement on Standards for Attestation Engagements (SSAE) report or other audit reports will be promptly addressed with the development and implementation of a corrective action plan by Licensor's management and resolved, at Licensor's sole expense, within thirty (30) calendar days of the audit.

## **ARTICLE 10 EMPLOYMENT STATUS**

**10.1** Licensor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

**10.2** Licensor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Licensee.

**10.3** Any person assigned by Licensor to perform the Services hereunder shall be the

# EXHIBIT 1

January 18, 2018

employee of Licensor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licensor to replace any of its employees under this Agreement.

**10.4** Licensor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Licensor nor employees of Licensor are entitled to state retirement or leave benefits.

## **ARTICLE 11 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Licensor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Licensee location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Licensor employees and subcontractors who will be working at such locations shall be covered by Licensor's comprehensive general liability insurance policy.

## **ARTICLE 12 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

## **ARTICLE 13 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**13.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. The Licensee is required to negotiate only with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

**13.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**13.3** Licensor must obtain the written approval of Licensee before subcontracting any portion of this Agreement. No such approval by Licensee of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary.

**13.4** Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, and that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions,

# EXHIBIT 1

January 18, 2018

damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, third party licensor, materialman, laborer or the like.

**13.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

## **ARTICLE 14 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Licensee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Licensee for the payments or performance due under this Agreement, Licensee shall have the right to immediately terminate this Agreement, in whole or in part, without damage, penalty, cost or expense to Licensee of any kind whatsoever, except for payment for work completed by Licensor and accepted by Licensee prior to termination. The effective date of termination shall be as specified in the notice of termination. Licensee shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

## **ARTICLE 15 TERMINATION**

**15.1** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) Licensee may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Licensee may terminate this Agreement in whole or in part for any reason without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

**15.2** In the event Licensee terminates this Agreement, Licensor shall be paid for Services rendered by Licensor and accepted by Licensee prior to the termination. Further, upon termination of this Agreement, Licensor shall refund any and all applicable unexpended prorated annual SaaS fees previously paid by Licensee.

## **ARTICLE 16 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall the State be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights the parties may have that cannot be waived or limited by contract.

# EXHIBIT 1

January 18, 2018

## ARTICLE 17 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by either party, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of that party.

## ARTICLE 18 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

## ARTICLE 19 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

## ARTICLE 20 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect and exonerate Licensee, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

## ARTICLE 21 THIRD PARTY ACTION NOTIFICATION

Licensor shall notify Licensee in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or Licensee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to Licensee shall be considered a material breach of this Agreement and Licensee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

## ARTICLE 22 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

## ARTICLE 23 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent

# EXHIBIT 1

January 18, 2018

by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee's address for notice is: Mr. Kevin Yearick, Chief Technology Officer, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Licensors' address for notice is: Mr. Gregg A. Phillips, Chief Executive Officer, AutoGov, One Chase Corporation Drive, Suite 400, Birmingham, Alabama 35244. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

## **ARTICLE 24 RECORD RETENTION AND ACCESS TO RECORDS**

Licensors shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensors' proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensors' office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensors for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

## **ARTICLE 25 INSURANCE**

Licensors represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Licensors' personnel, as well as comprehensive general liability and employee fidelity bond insurance. Licensors will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

## **ARTICLE 26 DISPUTES**

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensors and Licensee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

## **ARTICLE 27 COMPLIANCE WITH LAWS**

**27.1** Licensors shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures which Licensors has received copies of, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensors shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Licensors shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

# EXHIBIT 1

January 18, 2018

**27.2** Licensors represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Licensors represents and warrants that it will comply with the applicable provisions of the Family Educational Rights & Privacy Act (FERPA) of 1974 (34 CFR Part 99); HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

## **ARTICLE 28 CONFLICT OF INTEREST**

Licensors shall notify Licensee of any potential conflict of interest resulting from the provision of services to other customers. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate this Agreement.

## **ARTICLE 29 SOVEREIGN IMMUNITY**

By entering into this Agreement with Licensors, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

## **ARTICLE 30 CONFIDENTIAL INFORMATION**

**30.1** Licensors shall treat all Licensee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Licensee. In the event that Licensors receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a validly issued judicial order requiring divulgence of such information, Licensors shall promptly inform Licensee and thereafter respond in conformity with such court order to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Licensors and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Licensors following any termination or completion of this Agreement.

**30.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensors. ITS will provide third party notice to Licensors of any requests received by ITS for any such confidential exhibits so as to allow Licensors the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

**30.3** The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

## **ARTICLE 31 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Licensors on the basis of

# EXHIBIT 1

January 18, 2018

draftsmanship or preparation hereof.

## ARTICLE 32 NON-SOLICITATION OF EMPLOYEES

Licensor agrees not to employ or to solicit for employment, directly or indirectly, any of Licensee's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by Licensee and the Licensor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

## ARTICLE 33 ENTIRE AGREEMENT

**33.1** This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The Notice of Intent to Certify Sole Source No. 4024 and Licensor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

**33.2** The contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. Notice of Intent to Certify Sole Source No. 4024 and written addenda, and
- D. Licensor's Proposal, as accepted by the State, in response to the Notice of Intent to Certify Sole Source.

**33.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Licensor's Proposal").

## ARTICLE 34 STATE PROPERTY

Licensor shall be responsible for the proper custody of any Licensee-owned property furnished for Licensor's use in connection with Services performed pursuant to this Agreement. Licensor shall reimburse the Licensee for any loss or damage, normal wear and tear excepted.

## ARTICLE 35 SURVIVAL

Articles 7, 8, 16, 20, 24, 29, 30, 32, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

## ARTICLE 36 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed

# EXHIBIT 1

January 18, 2018

for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

## **ARTICLE 37 SPECIAL TERMS AND CONDITIONS**

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions except as specifically provided in this Agreement.

## **ARTICLE 38 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of the Licensee's or Licensor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Licensee's funding source.

## **ARTICLE 39 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

## **ARTICLE 40 SOFTWARE SUPPORT AND MAINTENANCE**

**40.1** As part of the maintenance services, Licensor will maintain the Applications and Services in an operable condition according to the specifications contained in the technical manuals and as outlined in the RFP and Licensor's Proposal in response thereto. Licensor shall provide Licensee with enhancements to the Applications as they are made generally available from time to time.

**40.2** Licensor shall also provide unlimited email and toll-free telephone technical support in the operation of the Applications and Service twenty-four (24) hours a day, seven (7) days a week. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems

# EXHIBIT 1

January 18, 2018

claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the problem in accordance with the procedures and processes for problem resolution detailed below. It is understood by the parties that the Licensee and Licensor must mutually agree on whether an error is classified as a Severity Level 1, 2, or 3 error.

**40.3** Severity Level 1 implies that the Application is not functioning. Some examples of Severity Level 1 problems are as follows: (a) Application is down and will not restart; (b) Application is not able to communicate with external systems; and (c) Application is generating a data corruption condition. Licensor shall resolve Severity Level 1 Errors within one (1) business day, or within a mutually agreed upon time frame. When a Severity Level 1 Error is reported, Licensor will assign resources necessary to correct the Error.

**40.4** Severity Level 2 implies that (a) an essential function does not work as documented, or (b) testing and usage can continue but the task cannot be completed, and no workarounds exist. Licensor shall assign at least one (1) dedicated person to the problem and shall resolve Severity Level 2 Errors within two (2) business days, or within a mutually agreed upon time frame.

**40.5** Severity Level 3 implies an Application Error such that implementations of function do not match specification and/or technical Documentation, and a workaround may exist. Licensor shall resolve Severity Level 3 Errors within ten (10) business days, or within a mutually agreed upon time frame.

## ARTICLE 41 FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"). When such a cause arises, the Licensor shall notify the Licensee immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate this Agreement.

## ARTICLE 42 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential

# EXHIBIT 1

January 18, 2018

commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of the University of Mississippi  
Medical Center**

**AutoGov**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

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

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

# EXHIBIT 1

January 18, 2018

## EXHIBIT A

### COVERME SUBSCRIPTION FEE SCHEDULE

Client	University of Mississippi Medical Center
Solution Plan	Thirty-six (36) month Subscription Agreement
Subscription Fee	\$24,500.00 per month, includes 1,000 Score Requests per month
Call Center Interview Fee	\$6.00 per call
Score Request Overage Fee	\$2.00 per Score Request
Access to all standard CoverMe Features	Included
User Accounts	Unlimited
Custom Rule and Risk Indexes	Included
Bulk Import Case Processing	Included
Dynamic Applications, including Information Autofill	Included
Reporting and Analytics	Included
Implementation and Training	Included
Technical Support	Included

# EXHIBIT 2

January 18, 2018

**PROJECT NUMBER 42041  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
NTHRIVE, INC.  
(FORMERLY MEDASSETS-PRECYSE)  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between nThrive, Inc. (formerly MedAssets-Precyse), a Delaware corporation having its principal place of business at 200 North Point Center East, Suite 400, Alpharetta, Georgia 30022 (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

**WHEREAS**, Customer, pursuant to Request for Proposals ("RFP") No. 3821 requested proposals for the acquisition of key services for Patient Statement and Skip Tracing Services, and

**WHEREAS**, Contractor submitted a proposal as MedAssets-Precyse and has since changed their name to nThrive, Inc., and

**WHEREAS**, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

**NOW THEREFORE**, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

## **ARTICLE 1 PERIOD OF PERFORMANCE**

**1.1** Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties ("Effective Date") and shall continue in effect for five (5) years thereafter ("Initial Term"). At the end of the Initial Term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties. Sixty (60) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Contractor shall notify Customer and ITS of the impending expiration and Customer shall have thirty (30) days in which to notify Contractor of its intention to either renew or cancel the Agreement.

**1.2** This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

# EXHIBIT 2

January 18, 2018

## ARTICLE 2 SCOPE OF SERVICES

Contractor shall perform all work specified in RFP No. 3821 and Contractor's proposal, as accepted by the Customer, in response thereto. A summary description of the services Contractor will be providing and the price associated therewith is set out in the attached "Exhibit A" which is incorporated herein by reference.

## ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

**3.1** The total compensation to be paid to the Contractor by Customer for all products, services, travel, performances and expenses under this Agreement shall not exceed the specified sum of \$2,506,800.00 unless prior written authorization from ITS has been obtained, and shall be payable as set forth in the Payment Schedule and Deliverables List attached hereto as Exhibit A.

**3.2** Customer shall have ten (10) working days to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor shall correct such deficiencies within five (5) working days unless the Customer consents in writing to a longer period of time.

**3.3** Contractor shall submit an invoice with the appropriate documentation to Customer upon Customer's acceptance of the deliverables. Contractor shall submit invoices and supporting documentation to Customer electronically during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

**3.4** Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

## ARTICLE 4 WARRANTIES

**4.1** The Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

# EXHIBIT 2

January 18, 2018

**4.2** If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**4.3** Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**4.4** The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

# EXHIBIT 2

January 18, 2018

## **ARTICLE 5 EMPLOYMENT STATUS**

**5.1** Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

**5.2** Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

**5.3** Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

**5.4** Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

**5.5** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

## **ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff and/or student body, will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

## **ARTICLE 7 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

## **ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS**

**8.1** In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties,

# EXHIBIT 2

January 18, 2018

and subcontractors.

**8.2** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**8.3** Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

**8.4** Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

**8.5** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

## **ARTICLE 9 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

## **ARTICLE 10 TERMINATION**

**10.1** Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the

# EXHIBIT 2

January 18, 2018

parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

**10.2** In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on "Consideration and Method of Payment", but in no case shall said compensation exceed the total fixed price of this Agreement.

**10.3** Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

## **ARTICLE 11 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

## **ARTICLE 12 WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

## **ARTICLE 13 SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

## **ARTICLE 14 CAPTIONS**

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

# EXHIBIT 2

January 18, 2018

## **ARTICLE 15 HOLD HARMLESS**

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

## **ARTICLE 16 THIRD PARTY ACTION NOTIFICATION**

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

## **ARTICLE 17 AUTHORITY TO CONTRACT**

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

## **ARTICLE 18 NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer's address for notice is: Ms. Cindy Freeman, Senior Contract Administrator, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Contractor's address for notice is: Ms. Amy Amick, President-Revenue Cycle Management, MedAssets-Precyse, 200 North Point Center East, Suite 400, Alpharetta, Georgia 30022. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

## **ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS**

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this

# EXHIBIT 2

January 18, 2018

Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

## ARTICLE 20 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

## ARTICLE 21 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

## ARTICLE 22 COMPLIANCE WITH LAWS

**22.1** Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

**22.2** Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

## ARTICLE 23 CONFLICT OF INTEREST

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

# EXHIBIT 2

January 18, 2018

## **ARTICLE 24 SOVEREIGN IMMUNITY**

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

## **ARTICLE 25 CONFIDENTIAL INFORMATION**

**25.1** Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

**25.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

**25.3** The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

## **ARTICLE 26 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

## **ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

# EXHIBIT 2

January 18, 2018

## ARTICLE 28 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

## ARTICLE 29 ENTIRE AGREEMENT

**29.1** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3821 and Contractor's Proposal, as accepted by Customer, in response thereto are hereby incorporated into and made a part of this Contract.

**29.2** The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 3821 and written addenda, and
- D. Contractor's Proposal, as accepted by Customer, in response to RFP No. 3821.

**29.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

## ARTICLE 30 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

## ARTICLE 31 SURVIVAL

Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

## ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by

# EXHIBIT 2

January 18, 2018

any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

## **ARTICLE 33 SPECIAL TERMS AND CONDITIONS**

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

## **ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

## **ARTICLE 35 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer's funding source.

## **ARTICLE 36 TRANSPARENCY**

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as

# EXHIBIT 2

January 18, 2018

"confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of University of Mississippi  
Medical Center**

**nThrive, Inc.**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

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

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

# EXHIBIT 2

January 18, 2018

## EXHIBIT A

Category	Unit	Annual Cost	Total Paid
Patient Statements: Tier 1 pricing (840,000 x \$0.584 = \$490,560 per year)	5 years	\$490,560.00	\$2,452,800.00
Skip-Tracing (36,000 per year x \$0.30 per hit = \$10,800.00 per year)	5 years	\$10,800.00	\$54,000.00
5 Year Total Cost:			\$2,506,800.00

Optional Services	
Skip-Tracing	\$0.30 per hit
Pressure Sealed Letter	\$0.574 per letter
ViewLogic Web	\$0.01 per letter
ViewLogic FTP	\$0.01 per letter

# EXHIBIT 3

Effective Date 08/10/2016

Expiration Date 08/09/2021

Date Printed 08/22/2016

Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form  
Dept. of Information Technology Services  
3771 Eastwood Dr.  
Jackson, MS 39211  
(601) 432-8000

Page: 1

CP-1 **20170060**

Contract **IT20170021**

Acquisition Method: LEASE/PURCHASE

This document is your authorization from ITS to purchase the following products and/or services from the vendor listed, at or below the prices itemized. If no vendor is listed, proceed according to ITS exemption instructions or instructions included on the Planned Purchase Approval Letter accompanying this CP-1. This procurement is contingent upon availability of funds and will not become final until the vendor has received your purchase order. Keep this form with your financial records as an audit trail of ITS procurement approval.

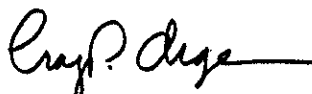
For additional information regarding the ITS Procurement Process and CP-1 Approval Documents, refer to the ITS Procurement Handbook, located at <http://www.its.state.ms.us/its/procman.nsf>. The following sections of the Procurement Handbook include information specifically related to CP-1 approvals: 009-025, 013-040, and 013-080.

If you need additional assistance regarding this CP-1, please contact the ITS Procurement Help Desk at 601-432-8166 or e-mail [isshelp@its.ms.gov](mailto:isshelp@its.ms.gov).

UMMC-University of MS Medical Center ATTN: Cindy Freeman 2500 North State Street Jackson, MS 39216	PLACE ORDER TO: 3100034795 TOSHIBA CORPORATION CONNECTED OFFICE PROD OF MS P. O. BOX 1217 COLUMBUS, MS 39703-1217  MAKE PAYMENT TO: 7000005361 TOSHIBA CORPORATION CONNECTED OFFICE PROD OF MS P. O. BOX 1217 COLUMBUS, MS 39703-1217
---	---

MAX ANNUAL % INCREASE	0.00	CP1 LIFECYCLE LIMIT	7,741,954.80	NUMBER OF PAYMENTS	1
Toshiba Business Solutions will supply, manage, and maintain the document output devices. This solution is scalable and will be able to reach all of the business units that make up the UMMC organization. A Lease Agreement has been executed.					

APPROVED ITS DATE:08/22/2016



## PRODUCTS AND SERVICES PURCHASE DETAILS

QTY	PRODUCTS	EACH NET	EXTENDED NET
	Leased Equipment		
1,466	M3150 (\$11.61/month*60 months)	696.60	1,021,215.60
2,932	Optional Trays (550 Sheet) (\$4.43/month*60 months)	265.80	779,325.60
18	CS748DE (\$16.64/month*60 months)	998.40	17,971.20
18	Optional Trays (\$5.92/month*60 months)	355.20	6,393.60
538	XM3150 MFP (\$23.23/month*60 months)	1,393.80	749,864.40
17	XM5163 MFP (\$36.15/month*60 months)	2,169.00	36,873.00
92	XC2132 MFP (\$24.78/month*60 months)	1,486.80	136,785.60
	Impression Charges		
5	Black/White (5,300,000/month @.0053 *12 months)	337,080.00	1,685,400.00
5	Color (462,000 @.050 *12 months)	277,200.00	1,386,000.00
	Professional Services		
3	Staff (\$20.25/hr *2,080 *5 years)	210,600.00	631,800.00
1	Board Approved 20% increase over life of contract	1,290,325.80	1,290,325.80

TOTAL

MAXIMUM

7,741,954.80

# EXHIBIT 3

Effective Date 08/10/2016

Expiration Date 08/09/2021

Date Printed 08/22/2016

Procurement Type COMPETITIVE PROCUREMENT

CP-1 Acquisition Approval Form  
Dept. of Information Technology Services  
3771 Eastwood Dr.  
Jackson, MS 39211  
(601) 432-8000

Page: 2

CP-1 **20170060**

Contract **IT20170021**

Acquisition Method: LEASE/PURCHASE

COMMODITY CODES -- 61920000000

DISTRIBUTION TO

ISS MAGIC - EMAIL issmagic@its.ms.gov

PRNO	ATHY	04/21/2016	REPLACEMENT	RFP No(s)
PAI00-41621-1	AUTHORITY	APRV	NEW	3823

## CP-1 LIFECYCLE REPORT

Product/Services

Managed Document Solution for 5 years

Payment frequency MAXIMUM

Max Annual % Increase 0.00

	YEAR	PERIOD	PAYMENT AMOUNT	# PMTS	TOTAL FOR YEAR
	1	08/10/2016	7,741,954.80	1	7,741,954.80
Total				1	7,741,954.80

# EXHIBIT 3

January 18, 2018

**PROJECT NUMBER 43393  
CHANGE ORDER NUMBER 1 TO  
LEASE AGREEMENT  
BETWEEN  
TOSHIBA BUSINESS SOLUTIONS  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER  
(ORIGINAL PROJECT NUMBER 41621)**

**WHEREAS**, a Lease Agreement (hereinafter referred to as "Original Contract") was entered into by and between Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc, a California corporation having a local place of business at 371 Highland Colony Parkway, Ridgeland, Mississippi 39157 (hereinafter referred to as "Lessor") and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS") as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "UMMC") on August 10, 2016 and amended on May 10, 2017, for Lessor to provide certain equipment; and

**WHEREAS**, UMMC desires to lease additional equipment for a new site and expand the scope of the project and Lessor is amenable to providing same as described herein;

**NOW THEREFORE**, in consideration of the mutual understandings, promises, consideration and agreements set forth herein, the parties agree as follows:

## **SECTION 1 TERMS AND CONDITIONS**

Except as provided herein, all other terms and conditions set forth in the Original Contract of the parties and not in conflict with this Change Order Number 1, shall remain in full force and effect and shall apply to this Change Order Number 1. The parties understand and agree that termination of the Original Contract also terminates this Change Order Number 1. In the event of termination, Lessor shall, as of the date specified in the notice of termination, cease any further work pursuant to the Original Contract and this Change Order Number 1, and Lessee shall be relieved of any further liability for payments under the Original Contract and/or this Change Order Number 1.

## **SECTION 2 BACKGROUND**

In August 2016, a Lease Agreement was executed between the State of Mississippi and Toshiba Business Solutions to provide a full-service print/copy/scan/fax equipment solution for UMMC's main campus. The State of Mississippi later executed Amendment Number 1 to establish a Delivered & Accepted Equipment List to be managed by UMMC and Lessor. This Change Request adds the RAD/Watkins Building site and the Ripley Blackwell Head Start to the Delivered & Accepted Equipment List for additional printer equipment.

## **SECTION 3 SCOPE OF WORK**

The Scope of Work shall be expanded so as to include the additional equipment reflected in the attached Exhibit A-2, which is incorporated herein by reference. All references to Exhibit A-1 shall be and hereby are revised to read "Exhibit A-1 and Exhibit A-2".

# EXHIBIT 3

January 18, 2018

## SECTION 4 FINANCIAL TERMS

The total compensation to be paid to Lessor by UMMC for all services, deliverables, travel, performances, and expenses, provided under this Change Order Number 1 shall not exceed \$88,586.10.

For the faithful performance of the terms of this Change Order Number 1, the parties have caused this Change Order Number 1 to be executed by their undersigned representatives.

State of Mississippi, Department of  
Information Technology Services, on  
behalf of University of Mississippi Medical  
Center

Toshiba Business Solutions

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

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

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

# EXHIBIT 3

January 18, 2018

## EXHIBIT A-2

Summary Table	
Additional Printers for RAD/Watkins Building and the Ripley Blackwell Head Start (Monthly Charge)	\$1,968.58
<b>Grand Total for 45 Month Lease Term:</b>	<b>\$88,586.10</b>

# EXHIBIT 3

January 18, 2018

**PROJECT NUMBER 41621  
LEASE AGREEMENT  
BETWEEN  
TOSHIBA BUSINESS SOLUTIONS  
A DIVISION OF TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

This Lease Agreement (hereinafter referred to as "Agreement") is entered into by and between Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc., a Delaware corporation having its place of business at 371 Highland Colony Parkway, Ridgeland, Mississippi 39157 (hereinafter referred to as "Lessor"), and Mississippi Department of Information Technology Services, with its principal office at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the University of Mississippi Medical Center located at 2500 North State Street, Jackson, Mississippi 39216 (hereinafter referred to as "Lessee"). ITS and Lessee are sometimes collectively referred to herein as "State."

*California*  
*mt*  
*crs*

**WHEREAS**, Lessee, pursuant to Request for Proposals ("RFP") Number 3823, requested proposals for the acquisition of certain equipment as listed in Exhibit A, which is attached hereto and incorporated herein by reference; and

**WHEREAS**, Lessor was the successful proposer in an open, fair, and competitive procurement process to provide the Equipment and services described above;

**NOW THEREFORE**, in consideration of the mutual promises, consideration, and agreements set forth, the parties hereto agree as follows:

## **ARTICLE 1 DEFINITIONS**

The following terms as used herein shall have the following meanings:

- 1.1 **"Equipment"** means the hardware and software listed in the attached Exhibit A, and any and all additions, repairs, replacements, and modifications.
- 1.2 **"Lessee"** means the University of Mississippi Medical Center and its assignees, if any.
- 1.3 **"Lessor"** means Toshiba Business Solutions, a Division of Toshiba America Business Solutions, Inc., and its assignees, if any.
- 1.4 **"Original Term"** means a period of five (5) years commencing on the date the Equipment is accepted by Lessee.
- 1.5 **"Term"** means the Original Term and any renewal terms.

## **ARTICLE 2 TERM OF LEASE**

- 2.1 The Original Term of this Agreement shall commence on the date that the Equipment is accepted by Lessee, as specified in Article 9 herein, and shall continue in effect for a period of

# EXHIBIT 3

January 18, 2018

five (5) years thereafter, unless the Agreement is extended by mutual, written agreement or terminated as prescribed elsewhere herein.

2.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Lessee following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

## ARTICLE 3 LEASE OF EQUIPMENT

Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the Equipment specified in the attached Exhibit A. Lessee agrees that Lessor shall have the right, at all reasonable times during Lessee's business hours, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

## ARTICLE 4 COVENANTS OF LESSEE

4.1 Lessee is a sovereign State of the United States of America within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings, and is duly authorized to enter into this Agreement and to carry out its obligations hereunder.

4.2 Lessee has complied with all applicable public procurement requirements, and this Agreement constitutes a valid, legal, and binding obligation of Lessee, enforceable in accordance with its terms.

4.3 Lessee has sufficient appropriations or other funds available to pay the amounts due hereunder for the current fiscal year. Further, Lessee agrees to make its best effort to budget for and have appropriated each budget and/or appropriation cycle sufficient funds to make the periodic payments throughout the Term of this Agreement.

4.4 The Equipment covered under this Agreement is essential to Lessee's proper, efficient, and economic operation.

4.5 The Equipment is, and shall remain during the period this Agreement is in force, personal property and, when subject to use by Lessee under this Agreement, will not be or become fixtures.

4.6 Lessee, to the extent permitted or required under Mississippi law, agrees to file IRS form 8038G in accordance with the provisions of Section 103(c) of the Internal Revenue Code of 1986, as amended.

## ARTICLE 5 WARRANTIES

5.1 Lessor represents and warrants that all Equipment provided by Lessor shall meet or exceed the minimum specifications set forth in RFP No. 3823 and Lessor's Proposal in response thereto.

5.2 For a period of five (5) years, Lessor warrants that the Equipment provided pursuant to this Agreement shall operate without defects in material and workmanship. All Equipment provided by Lessor shall be covered by the manufacturer's warranties beginning upon acceptance of the Equipment. Lessor's obligations pursuant to these warranties shall include, but are not limited to, the correction of all material defects in the Equipment and the repair, or in Lessor's sole

# EXHIBIT 3

January 18, 2018

discretion, replacement of the Equipment, all at Lessor's reasonable expense, except to the extent such defect is caused by the gross negligence or willful misconduct of Lessee.

5.3 Lessor represents and warrants that it has the right to lease the Equipment provided under this Agreement.

5.4 Lessor represents and warrants that each unit of hardware delivered as part of the Equipment hereunder shall be delivered new and not as "used, substituted, rebuilt, refurbished, or reinstalled" Equipment.

5.5 Lessor represents and warrants that the Equipment shall be fit for the particular purpose set forth in this Agreement and RFP No. 3823, with regard to Lessee's foreseeable or projected needs.

5.6 Lessor represents and warrants that it has and will obtain and pass through to Lessee any and all warranties obtained or available from the licensor of software or the manufacturer of the hardware and replacement parts supplied to Lessor and delivered as part of the Equipment hereunder.

5.7 Lessor represents and warrants that it shall maintain all Equipment provided hereunder pursuant to the manufacturer's warranty policies throughout the equipment manufacturer's specified warranty period.

5.8 Lessor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and maintenance, shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry standards for the performance of such services, and shall reasonably comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Lessor shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to the Lessee, or if the Lessor is unable to perform the services as warranted, the Lessor shall reimburse the Lessee the fees paid to the Lessor for the unsatisfactory services, except to the extent the breach is caused by the gross negligence or willful misconduct of Lessee.

5.9 Lessor represents and warrants that there is no disabling code or a lockup program or device embedded in the Equipment provided to Lessee. Lessor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Lessee's use of the Equipment and/or which would restrict Lessee from accessing its data files or in any way interfere with the transaction of Lessee's business. For any breach of this warranty, Lessor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Equipment to Lessee that is free of such disabling code or a lockup program or device.

5.10 Lessor represents and warrants that the Equipment, as delivered to Lessee, does not contain a computer virus. For any breach of this warranty, Lessor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Equipment to Lessee that is free of any virus and shall be responsible for repairing, at Lessor's expense, any and all damage done by the virus to Lessee's site.

5.11 If applicable under the given circumstances, Lessor represents and warrants that it will

# EXHIBIT 3

January 18, 2018

ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Lessor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Lessor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Lessor understands and agrees that any breach of these warranties may subject Lessor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Lessor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Lessor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**5.12** Lessor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during the Term of this Lease Agreement, Lessor shall, at its own expense and at no cost to Lessee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

**5.13** Lessor represents and warrants that no official or employee of Lessee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Lessor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Lessor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

**5.14** The Lessor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Lessor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this

# EXHIBIT 3

January 18, 2018

Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Lessor as it would pursue in the event of a breach of contract by the Lessor.

## ARTICLE 6 INFRINGEMENT INDEMNIFICATION

6.1 Lessor represents and warrants that neither the Equipment, their elements, nor the use thereof knowingly violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Lessee shall notify Lessor promptly of any infringement claim of which it has knowledge and shall cooperate with Lessor in the defense of such claim, all at Lessor's expense. Lessor, at its own expense, shall defend or settle any and all infringement actions filed against Lessor or Lessee which involves the Equipment provided under this Agreement and shall pay all settlements, as well as all costs, reasonable attorney fees, damages, and judgment finally awarded against Lessee, except to the extent the Equipment was in any way modified or altered by Lessee without the express written consent of Lessor as set forth in Article 6.2 below. If the continued use of the Equipment for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Lessor shall, at its expense: (a) first procure for Lessee the right to continue using the Equipment, or upon failing to procure such right; (b) modify or replace the Equipment or components thereof so it becomes non-infringing, or upon failing to secure either such right; (c) refund the lease payments previously paid by Lessee for the Equipment Lessee may no longer use. Said refund shall be paid within ten (10) working days of notice to Lessee to discontinue said use.

6.2 Lessor shall have no indemnification obligations to Lessee for claims resulting directly from any of the following: (a) Lessee's modification of the Equipment where such modification was not authorized in writing by Lessor and where such modification creates said infringement; (b) Infringement resulting from the combination or use of the Equipment provided by Lessor with any other items provided by Lessee or others; and (c) infringement resulting from the gross negligence or willful misconduct of Lessee.

## ARTICLE 7 TITLE

During the Term of this Agreement, title to the Equipment and any and all additions, repairs, replacements, or modifications shall be and remain vested at all times in Lessor or its assignee, subject to the rights of Lessee, and nothing in this Agreement shall give or convey to Lessee any right, title, or interest therein.

## ARTICLE 8 RISK OF LOSS; DELIVERY; INSTALLATION, AND RELOCATION

8.1 Lessor shall assume and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever while in transit and at all times until the Equipment is installed at Lessee's location. After the Equipment is installed at Lessee's facility, the risk of loss and damage is assumed by Lessee except where the loss or damage is caused by Lessor or its subcontractors.

8.2 Lessor shall be responsible for all charges relating to the transportation of the leased Equipment to Lessee's location and installation at such location. Further, Lessor shall deliver the Equipment to the location specified by Lessee, pursuant to the delivery schedule agreed to by the parties.

8.3 Lessor shall complete installation of the Equipment pursuant to the requirements set forth in RFP No. 3823. Lessor shall be responsible for installing all Equipment, cable, and materials in accordance with all state, federal, and industry standards for such items.

# EXHIBIT 3

January 18, 2018

8.4 Lessor shall be responsible for replacing, restoring, or bringing to at least original condition, ordinary wear and tear excepted, any damage to floors, ceilings, walls, furniture, grounds, pavements, sidewalks, and the like caused by its personnel and operations during the installation and de-installation, subject to final approval of ITS, which approval will not be unreasonably withheld. The repairs will be done only by technicians skilled in the various trades involved, using materials and workmanship to match those of the original construction in type and quality.

8.5 Lessee may transfer the Equipment to a new location after notifying Lessor in writing of the transfer at least thirty (30) calendar days before the move is made, and receiving written approval thereof from Lessor, which approval shall not be unreasonably withheld. If Lessee moves the Equipment without such approval, Lessee assumes all risks and obligations associated with the move.

## ARTICLE 9 SCHEDULE AND ACCEPTANCE

9.1 Lessor warrants that all Equipment shall be properly delivered, installed, and integrated for acceptance testing within the scheduling deadlines set forth by Lessee as the site is deemed ready for installation. Lessor shall provide Lessee with an installation schedule identifying the date, time, and location.

9.2 Full implementation must be completed within sixty (60) calendar days of execution of this Agreement unless otherwise agreed to by the parties. Full implementation includes (a) training for all applicable Lessee personnel having been completed, and (b) the Equipment having been successfully tested by Lessee's personnel and reported defects having been corrected by Lessor.

9.3 Upon notification by Lessor that the Equipment has been implemented for acceptance testing, Lessee shall have thirty (30) calendar days to evaluate and test the Equipment to confirm that it performs without any defects and performs pursuant to the specifications set forth in RFP No. 3823 and the Lessor's Proposal in response thereto. In the event the Equipment fails to perform to Lessee's reasonable satisfaction, Lessee shall immediately notify Lessor. Lessor shall, at Lessor's sole expense, correct material defects identified by Lessee within four (4) working days, or such other period as the parties may agree upon, subject to Equipment delivery delays. Lessee shall re-test the Equipment within thirty (30) calendar days from receipt of notice of the completion of any required fixes. The thirty (30) day testing period will be extended by system down-time.

9.4 Monthly lease payments shall not begin or be due from Lessee until such time as Lessee notifies Lessor of its acceptance of the Equipment. Upon notification from Lessee of its acceptance, Lessor shall submit its first monthly billing to Lessee.

## ARTICLE 10 TRAINING

Lessor shall, for the fees specified in the attached Exhibit A, provide ongoing training for multifunctional printers where required. Lessor and Lessee shall mutually agree on the time for the training and an outline of the training to be provided. Lessor specifically agrees and understands that Lessee will not accept the Equipment until Lessor completes the training requirements. Lessor agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of all of the Equipment.

# EXHIBIT 3

January 18, 2018

## ARTICLE 11 LEASE PAYMENTS AND TAXES

11.1 The charges for the Equipment and services covered by this lease Agreement are specified in the attached Exhibit A. Charges for any partial month for the Equipment shall be pro-rated based on a thirty (30) day month. In no event will the total compensation to be paid hereunder exceed the specified sum of \$6,451,629.00, unless prior written authorization from ITS has been obtained. Upon notification from Lessee of its acceptance of the Equipment, Lessor shall submit an invoice with the appropriate documentation to Lessee. Lessor shall submit invoices and supporting documentation to Lessee electronically during the term of this Agreement using the processes and procedures identified by the State. Lessee agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Lessee within forty-five (45) days of receipt of the invoice. Lessor understands and agrees that Lessee is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Lessor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Lessor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

11.2 Penalties for late payments shall be as stated in the aforementioned statute set forth in Article 11.1 herein, which generally provides that if payment is not made to Lessor within forty-five (45) days of Lessee's receipt of the invoice, Lessee shall be liable to Lessor for interest at a rate of one and one-half percent (1 ½%) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid amount due from the expiration of such forty-five (45) day period until such time as payment is made.

11.3 The obligations of Lessee under this Agreement, including its obligation to pay the lease payments due with respect to the Equipment in any fiscal year for which this Agreement is in effect, shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and the laws of Mississippi. A portion of each lease payment is paid as and represents the payment of interest. Exhibit A sets forth the interest component of each lease payment.

11.4 Subject to the availability of funds as specified in Article 13 herein, Lessee agrees that its obligation to make lease payments once the Equipment has been accepted, as prescribed in Article 9 herein, is absolute, unconditional, and independent and is not subject to any abatement, set-off, defense, or counterclaim, except those pertaining to Equipment failure or to the damage or loss of the Equipment.

## ARTICLE 12 INSURANCE

Lessor shall, at its expense, maintain at all times during the Term fire and extended coverage, public liability, and property damage insurance with respect to the Equipment in such amount, covering such risks, and with such insurers as shall be satisfactory to Lessor. Each insurance policy will name Lessor as insured and Lessee as additional insured and will contain a clause requiring the insurer to give Lessee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of such policy will be payable to Lessor and Lessee or their assigns as their interests may appear. Upon acceptance of the

# EXHIBIT 3

January 18, 2018

Equipment and upon each insurance renewal date, Lessor will deliver to Lessee a certificate evidencing such insurance. In the event of any loss, damage, injury, or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

## ARTICLE 13 AVAILABILITY OF FUNDS

13.1 Lessee believes that funds can be obtained in amounts sufficient to make all lease payments during the Term. Lessee hereby covenants that it will do all things within its power to obtain, maintain, and properly request and pursue funds from which lease payments may be made, specifically including in Lessee's annual budget requests an amount sufficient to make lease payments for the full Term. Lessee intends to make lease payments for the full Term if funds are legally available for that purpose.

13.2 It is expressly understood and agreed that the obligation of Lessee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state and/or federal funds. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or are insufficient through no fault of Lessee, or if there is a discontinuance or material alteration of the program under which funds were available to Lessee for the payments due under this Agreement, Lessee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Lessee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Lessee shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

## ARTICLE 14 USE AND PERMITS

Lessee shall exercise due care in the use, operation, and maintenance of the Equipment. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession, and use of the Equipment and Lessee shall comply with all state and federal laws applicable to the Equipment. Lessee shall subscribe to Lessor's maintenance services so as to maintain, preserve, and keep the Equipment in good repair, working order, and condition.

## ARTICLE 15 QUIET ENJOYMENT

Provided that Lessee has duly performed its obligations pursuant to this Agreement, Lessee shall have the right to use and possess the Equipment during the Term of this Agreement, including any renewals hereof, without disturbance, interference, or interruption by Lessor or any person claiming by, through, or under Lessor, including without limitation any assignee financial institution.

## ARTICLE 16 MAINTENANCE SERVICES

16.1 During the Term of this Agreement, Lessor agrees to provide on-site maintenance service on all Equipment and any other devices that would be included within them. Lessor will respond by telephone within four (4) hours to requests for maintenance service Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), and will come on-site with the necessary crash kit for critical components within three (3) hours from the point the call is made to service the Equipment. Lessor will respond to service calls in Critical Care areas during normal business hours and after-hours within three (3) hours.

16.2 Lessor agrees it will maintain in house the most frequently used supply replacement parts needed to service the Equipment. Replacement parts will be new and not refurbished and will

# EXHIBIT 3

January 18, 2018

either be manufactured by and/or meet the minimum specifications established by the manufacturer of the Equipment.

**16.3** Lessor agrees to a maximum forty-eight (48) hour turnaround from the point the call is made on all repairs not requiring parts ordering and a maximum five (5) working days on all other repairs. If the repairs have not been made within these designated time frames.

**16.4** Lessor agrees to provide preventive maintenance based on the specific needs of the Equipment during normal business hours and at intervals specified in RFP No. 3823 and Lessor's Proposal as accepted by the State in response thereto. Preventive maintenance may be performed concurrently with remedial maintenance activity. Lessor must record all activities related to preventive maintenance on a log to be retained on-site.

**16.5** Maintenance does not cover damage to Equipment caused by Lessee's abuse or neglect; damage caused by an act of God (flood, earthquake, lightning, etc.), or loss due to fire or theft; neglect, misuse, alterations, or deviation from intended machine use; maintenance or repair of the machine performed by persons other than Lessor, or maintenance or removal of alterations or attachments.

**16.6** If Lessor is unable to maintain the Equipment in good working order, Lessor shall replace the Equipment with either an identical product or another product that provides equal or greater capabilities. If a replacement product is provided under this Article, there will be no additional charges for the Term of this Agreement.

**16.7** All lease prices and maintenance rates applicable to this transaction are set forth in Lessor's Proposal in response to RFP No. 3823 and are firm and not subject to being increased during the Term of this Agreement.

## ARTICLE 17 TERMINATION AND RETURN OF EQUIPMENT

**17.1** This Agreement may be terminated as follows: (a) by Lessee due to the unavailability of funds as set forth in Article 13 herein; or (b) by Lessee if all payments authorized or required to be paid by Lessee hereunder have been made; or (c) by Lessee if Lessor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; or (d) excepting for leased equipment which has previously been delivered and accepted, by Lessee if Lessee determines it to be in Lessee's best interest to so terminate; or (e) if either party fails to comply with any material term or condition of this Agreement, the non-defaulting party may terminate this Agreement or suspend its performance under this Agreement upon the giving of thirty (30) days written notice, unless the breach is cured within said thirty (30) day period. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Lessee to make payments required hereunder shall cease.

**17.2** Upon the expiration or termination of this Agreement and de-installation of the Equipment by Lessor, Lessee shall return the Equipment to Lessor in its original condition, normal wear and tear excepted, and Lessee shall not be responsible for the payment of any further payments coming due past the date of termination. Lessor shall bear all costs associated with the return of the Equipment.

## ARTICLE 18 NO REMEDY EXCLUSIVE

# EXHIBIT 3

January 18, 2018

No remedy herein conferred upon or reserved to either party is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

## ARTICLE 19 ASSIGNMENT AND SUBLEASE

19.1 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

19.2 No such assignment shall be effective against Lessee unless and until Lessor files a copy of same with Lessee. Lessee shall pay all lease payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee.

19.3 Lessee may not assign or dispose of any of its interests under this Agreement to any other person or enter into any sublease of all or part of the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

## ARTICLE 20 MODIFICATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

## ARTICLE 21 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Lessor expressly agrees that under no circumstances shall Lessee or ITS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Lessor. Further, nothing in this Agreement shall affect any statutory rights Lessee may have that cannot be waived or limited by contract.

## ARTICLE 22 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

## ARTICLE 23 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

# EXHIBIT 3

January 18, 2018

## ARTICLE 24 CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

## ARTICLE 25 THIRD PARTY ACTION NOTIFICATION

Lessor shall notify Lessee in writing within ten (10) business days of Lessor filing bankruptcy, reorganization, liquidation or receivership proceedings or within ten (10) business days of its receipt of notification of any action or suit being filed or any claim being made against Lessor or Lessee by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Lessor's performance under this Agreement. Failure of the Lessor to provide such written notice to Lessee shall be considered a material breach of this Agreement and the Lessee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

## ARTICLE 26 AUTHORITY TO CONTRACT

Lessor warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

## ARTICLE 27 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Lessee's address for notice is: Mr. Kevin Yearick, Chief Technology Officer, University of Mississippi Medical Center, 2500 North State Street, Jackson, Mississippi 39216. The Lessor's address for notice is: Bob Greenhalgh, Senior Vice President, Toshiba Business Solutions, 371 Highland Colony Parkway, Ridgeland, Mississippi 39157. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

## ARTICLE 28 RECORD RETENTION AND ACCESS TO RECORDS

Lessor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Lessee, ITS, any state or federal agency authorized to audit Lessee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Lessor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Lessor's office as applicable where such records are kept during normal business hours, provided, however, such audit rights are limited to occur not more than one (1) time per year. All records relating to this Agreement shall be retained by the Lessor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three

# EXHIBIT 3

January 18, 2018

(3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

## ARTICLE 29 COMPLIANCE WITH LAWS

29.1 Lessor shall comply with, and all activities under this Agreement shall be subject to, all applicable Lessee policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Lessor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability. Further, if applicable, Lessor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

29.2 Lessor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Lessor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

## ARTICLE 30 CONFLICT OF INTEREST

Lessor shall notify Lessee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Lessee's satisfaction, Lessee reserves the right to terminate this Agreement.

## ARTICLE 31 SOVEREIGN IMMUNITY

By entering into this Agreement with Lessor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

## ARTICLE 32 CONFIDENTIAL INFORMATION

32.1 Lessor shall treat all Lessee data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Lessee. In the event that Lessor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Lessor shall promptly inform Lessee and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Lessor and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement on behalf of or under the rights of the Lessor, following any termination or completion of this Agreement for three (3) years.

32.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Lessor. ITS will provide third party notice to Lessor of any requests

# EXHIBIT 3

January 18, 2018

received by ITS for any such confidential exhibits so as to allow Lessor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

**32.3** The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

## **ARTICLE 33 EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the Lessee or the Lessor on the basis of draftsmanship or preparation hereof.

## **ARTICLE 34 DISPUTES**

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Lessor and Lessee, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

## **ARTICLE 35 HOLD HARMLESS**

To the extent allowed by law, Lessor shall indemnify, defend, save and hold harmless, Lessee, ITS and the State, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and reasonable expenses, including, court costs, investigative fees and expenses, reasonable attorney fees, and claims for damages arising out of or caused by the negligence or intentional and willful misconduct of Lessor and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement. Lessor will not be responsible for damages resulting from the gross negligence or willful misconduct of Lessee.

## **ARTICLE 36 ENTIRE AGREEMENT**

**36.1** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Lessor-furnished software. The RFP No. 3823 and Lessor's Proposal in response thereto are hereby incorporated into and made a part of this Agreement.

**36.2** The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A. This Agreement signed by both parties;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 3823 and written addenda; and
- D. Lessor's Proposal, as accepted by Lessee, in response thereto.

# EXHIBIT 3

January 18, 2018

**36.3** The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Lessor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents, but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Lessor's Proposal").

## **ARTICLE 37 SURVIVAL**

Articles 5, 6, 21, 28, 31, 32, 35, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

## **ARTICLE 38 DEBARMENT AND SUSPENSION CERTIFICATION**

Lessor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

## **ARTICLE 39 COMPLIANCE WITH ENTERPRISE SECURITY POLICY**

Lessor and Lessee understand and agree that all products and services provided by Lessor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Lessor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

## **ARTICLE 40 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Lessee's or Lessor's contractual obligations, financial or otherwise, contained within this Agreement. The parties

# EXHIBIT 3

January 18, 2018

further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Lessee's funding source.

## ARTICLE 41 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

State of Mississippi, Department of  
Information Technology Services, on  
behalf of University of Mississippi Medical  
Center

By: \_\_\_\_\_

  
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

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

8/10/16

Toshiba Business Solutions, a Division of  
Toshiba America Business Solutions, Inc.

By: \_\_\_\_\_

  
Authorized Signature

Printed Name: Michael Torcaso

Title: Executive CFO & CIO

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

08/04/2016

# EXHIBIT 3

January 18, 2018

## EXHIBIT A

Make/Model	QTY	Monthly Unit Cost	Monthly Extended Cost	Overage: Cost Black	Overage: Cost Color
M3150	1,466	11.61	\$17,020.26	0.0053	0.05
Optional Trays (550 Sheet) 2 per device	2,932	4.43	\$12,988.76		
CS748DE	18	16.64	\$299.52	0.0053	0.05
Optional Trays (550 Sheet)	18	5.92	\$106.56		
XM3150 MFP	538	23.23	\$12,497.74	0.0053	0.05
XM5163 MFP	17	36.15	\$614.55	0.0053	0.05
XC2132 MFP	92	24.78	\$2,279.76	0.0053	0.05
Monthly Sub-Total:			\$45,807.15		
Total Annual Lease Cost:			\$549,685.80		
Impression Charges B/W	5,300,000	0.0053	\$28,090.00		
Impression Charges Color	462,000	0.0500	\$23,100.00		
Monthly Sub-Total:			\$51,190.00		
Total Annual Impression Cost (not including overages):			\$614,280.00		

Role	Full Loaded Hourly Rate	Professional Services Annual Cost based on 2,080 hours
Staff	\$20.25	\$42,120.00
Staff	\$20.25	\$42,120.00
Staff	\$20.25	\$42,120.00
Project Manager	No Charge	No Charge
Annual Professional Services Sub-Total:		\$126,360.00
Summary Table		

# EXHIBIT 3

January 18, 2018

Total Professional Services for 5 year Contract Term (based on 2,080 hours/year):	\$631,800.00
Total Lease for 5 year Contract Term:	\$2,748,429.00
Total Impression Cost for 5 year Contract Term:	\$3,071,400.00
Grand Total for Project (not including overages):	\$6,451,629.00

Fixed Per Call Price for Critical Care After Hours: \$37.50 with a 2 hour minimum

Fixed Per Call Price for Non-Critical Care After Hours: \$37.50 with a 2 hour minimum

# EXHIBIT 4

January 18, 2018

## Memorandum

---

**To:** Craig P. Orgeron, Ph.D.  
**Date:** December 14, 2017  
**Re:** Recommendation for Project Number 43930 to utilize the City and County of Denver, Colorado RFP No. 7241 for the acquisition of Workday software, support, and implementation for the **UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (UMMC)**

---

### I. BACKGROUND

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by UMMC's schools, hospitals, research facilities, and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives. UMMC is requesting approval for the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support. UMMC is also requesting to purchase the software from Workday, Inc.

### II. PROCUREMENT

In November 2014, the City and County of Denver, Colorado issued RFP No. 7241 for an Enterprise Resource Planning (ERP) Financials/Human Resource Management Software, Support, and Implementation Services. In July 2015, a Master Agreement was executed between the City and County of Denver, Colorado and Workday for software and support. An Agreement was also executed between the City and County of Denver, Colorado and Sierra-Cedar, Inc. for implementation of the Workday software.

ITS is able to re-use awards made by other governmental entities (i.e., piggyback, a procurement sourcing term) when certain conditions are met.

- Piggyback Language: language reserving the right for the award to be used by other governmental entities must have been in the solicitation (e.g., RFP, Invitation for Bid)
- Publicly Advertised: the solicitation must have been publicly advertised, using whatever methods/means required by the governmental entity that issued the solicitation
- Award based at least in part on Cost: the evaluation must have considered cost as part of the award
- Awarded vendor must be willing to share proposal from the solicitation with ITS and the customer agency
- Awarded vendor must be willing to share executed contract(s) with ITS and the customer agency

# EXHIBIT 4

January 18, 2018

- Awarded vendor must be willing to honor pricing from the award
- Awarded vendor must be willing to sign a contract with ITS, including Mississippi-specific terms and conditions.

UMMC is requesting approval from ITS to purchase Workday software, support, and implementation utilizing the City and County of Denver, Colorado awards made to Workday and Sierra-Cedar, Inc.

UMMC has prepared the attached Business Case in support of this request.

### III. RECOMMENDATION

The staffs of ITS and UMMC jointly recommend the selection of Sierra-Cedar and Workday, Inc. to provide Workday software, support, implementation, and training at a total 5-year lifecycle cost of \$25,218,905.00.

### IV. SOURCE OF FUNDS

Funding will be provided by UMMC.

---

Jill Chastant  
Technology Consultant

Attachment: Business Case for IT Projects

# EXHIBIT 4

January 18, 2018

## BUSINESS CASE FOR IT PROJECTS

### PROJECT IDENTIFICATION

Agency/Division	University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS)
Project Manager	Al Faulk
Project Number and Name	43930 Enterprise Resource Planning (ERP)

### CURRENT SITUATION / BUSINESS NEED FOR THE PROJECT

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by the Institutions' schools, hospitals, research facilities and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives.

Currently, UMMC uses a variety of applications for Enterprise Resource Planning (ERP) and Student Information Systems (SIS) to manage employee, financial, supply chain, student financial, and student administration. These systems include:

System	Purpose
Infor/Lawson S3	Human resources administration, payroll, grants management (post-award), supply chain, requisition center, financial accounting, asset management
Infor/Lawson Business Intelligence	Reporting
Infor/Lawson Mobile Supply Chain Management	Receiving, inventory
Infor/Lawson Landmark	Contracts management
Allscripts/EPsi	Budgeting
MHC	Check printing, W2 distribution
Halogen Systems	Employee Performance Reviews
PeopleAdmin	Recruiting
BSI Tax Factory	Tax regulatory updates
SAP/SLCM	Student administration, student records, student accounting.
ProSam/Sigma	Student Financial Aid
Academic Works	Scholarship management
Touchnet	Electronic Payment System for student tuition and fees
Kofax	Scanning

(please note that we will refer to "Infor" as the vendor of the "Lawson" ERP product)

The variety of systems has led to several operational and technical concerns. Operationally, the nature of the systems has led to a reluctance to modernize business processes because the software is inflexible or non-functional. Two examples:

- UMMC worked with Infor for 2 years unsuccessfully to implement budgeting in their system. Infor was unable to make their software accommodate the staff budgeting calculations and was unable to make the software stable.

# EXHIBIT 4

January 18, 2018

- An internal audit completed in December 2016, by the Institutes of Higher Learning (IHL) stated that ProSam produces many significant errors and integrates poorly with SAP. This causes operational issues for the Student Financial Aid office who have to manually verify financial aid awards.

In addition, it has been difficult to provide relevant management data to operational executives for operational decisions. UMMC is unable to effectively:

- Track contract spend for commodities.
- Identify valuable employees at risk of turnover.
- Make all required accounting adjustments in the ERP system to produce financial reports.
- Drill into financial reports to determine root cause of budget variances.
- Create reports quickly using a reporting tool for SAP. UMMC develops all reports using native SAP code. This significantly delays our ability to provide academic leadership with needed, timely data.

Technically, there has been an increasing burden on operational staff to maintain aging ERP and SIS systems, including but not limited to building and maintaining custom enhancements and work-arounds.

## Enterprise Resource Planning

UMMC originally purchased the Lawson Human Resources and Payroll Systems in 2002 and subsequently the Lawson Absence Management module in 2006. In November 2008, UMMC purchased the remaining primary Lawson Enterprise Resource Planning (ERP) software suites for financials, procurement, and business intelligence for a total cost of \$2,505,800.00.

UMMC has continued to expand and enhance the use of Lawson for its 10,500 users, most recently adding a Contracts Management module to become a single repository for all UMMC contracts (except Payor contracts), thus enabling improved spend and expiry tracking.

With Version 9 of Lawson set to expire in May 2016, in June 2015 UMMC signed a 3-year agreement with Infor to upgrade to Lawson Version 10, add applications for talent acquisition and budgeting, and migrate to a hosted environment. The migration plan was necessary because the Lawson infrastructure had grown very complex spanning several technology platforms that require integration and maintenance. The vendor partner explained that implementing Version 10 (and subsequently Version 11) in Infor's hosted environment would allow UMMC to rely on Infor's expert resources to successfully maintain the platform, enabling DIS staff to focus on improving functionality for its core customers.

Unfortunately, Infor was not able to successfully implement the talent acquisition and budgeting applications UMMC purchased. Neither application had the stated and required functionality nor was the budgeting software stable. Infor was able to offer a separate solution for talent acquisition, but UMMC was left without a budgeting application. Additionally, the 6-month upgrade to Version 10 was cancelled by UMMC after 9 months due to concerns with the Infor Implementation Team's performance and the anticipated level of customer service after go-live.

Based on the experience and overall performance with the upgrades, UMMC has had a significant erosion in trust in Infor and its ability to maintain its software. The marketplace has reacted similarly causing a decrease in ratings from at least two industry leading analysts, Gartner and KLAS. UMMC has thus decided that it is in its best interest to search for a new solution.

# EXHIBIT 4

January 18, 2018

## Student Information Systems

In July 2008, the University of Mississippi (UM) and UMMC entered into an agreement by which UM would host UMMC's student information system (SIS). A letter outlined an understanding between the two entities with inherent costs based on a five-year project plan and had an end date of June 30, 2012. It was extended in March 2012 and again June 30, 2017 (termination with notification included).

Although the partnership with UM has worked well, UMMC is dissatisfied with SAP's commitment to its SIS. The application has not been significantly upgraded since 2007. Because SAP did not achieve the market penetration it had hoped for (there are only 3 other universities using its SIS), the application cannot support trends that will eventually be the norm in health education such as competency-based education and flexible program start dates. Additionally, SAP has never had an integrated Student Financial Aid application, which led to UMMC acquiring Sigma's ProSam application for that purpose. Sigma has not significantly upgraded its application during the time UMMC has been a customer. As business practices evolve UMMC has paid ProSam for custom development to the system. Even with this customization, many of the current business practices remain manual processes.

The aforementioned internal audit by the IHL in 2016 stated that the data integration between ProSam and SAP causes system posting errors and inappropriate corrections which leads to incorrect student aid being provided to students and poor reporting of activities. All of this requires significant maintenance for UMMC staff in the Financial Aid office and in DIS.

## **PROPOSED SOLUTION**

The purpose of this request is to replace the software applications listed in the table above with Workday's ERP and SIS solutions. This will be a multi-phase implementation conducted by Sierra-Cedar beginning with Human Resources, Payroll and Financials, then Supply Chain, and Student (SIS). Workday's ERP and SIS solutions are anticipated to provide UMMC's staff and students with a fully integrated and user-friendly experience. Maintenance of the system will also be much simpler because the applications will be hosted by Workday and Workday will provide all infrastructure and upgrades on a scheduled basis at no additional cost.

UMMC is requesting the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support, and the purchase of software, hosting, and training from Workday, Inc.

## **PROJECT GOALS AND OBJECTIVES**

- To have a fully integrated ERP and SIS in one application, on a single platform
- To achieve significant operational improvements in administrative services, making them more customer friendly and efficient
- To have a system that relies on configuration rather than custom programming
- To build a governance model at UMMC that will coordinate operational and technical decisions during implementation and thereafter
- To improve business practices where applicable based on best practices

## **CRITICAL SUCCESS FACTORS**

- Workday and Sierra-Cedar must provide an implementation team that has operational and technical expertise. Each member of the implementation team must have significant experience with Workday implementations.

# EXHIBIT 4

January 18, 2018

- UMMC's governance model must be willing to make significant operational and technical decisions in a timely manner and embrace the organizational changes that come from their decisions. The governance group must reinforce the organization's use of the Workday best practice workflows.

## RISKS

- Technical support risk: the risk of relying on a vendor to support the infrastructure and the application. Workday's hosted model requires that all active customers are on the same version and take version upgrades at the same time.
- Implementation risk: the timeline for this effort is aggressive and will require an organizational commitment to provide adequate resource availability and nimble governance.

## COLLABORATION

- Similar to the User Group model emphasized by Epic, the Workday client model encourages collaboration between client organizations across all businesses and the sharing of ideas and system configurations to improve operational efficiencies.
- A guiding principle of this implementation is to align the business practices of UMMC to industry best practice.
- If they so choose, UM can count on UMMC to work with them to facilitate the procurement of the Workday SIS module for use at the Oxford campus as well.

## IMPACT IF NO ACTION TAKEN

Sunset Infor/Lawson V9 – UMMC would have to go to Infor/Lawson V10 at significant cost without receiving appreciable improved functionality. Additionally, V11 is the latest release, but it is a significant rewrite of the platform with very few early adopters, meaning less live sites finding bugs and system issues.

At best, UMMC would be able to maintain current functionality of the system, but would be limited in its ability to improve business processes for the organization. The organization will continue to operate on a SIS that is not integrated with key business systems at the organization.

## TECHNICAL ENVIRONMENT AND HOSTING

The Workday solution is a cloud-based, multi-tenant solution that will not require additional hardware purchases at UMMC to implement. None of Workday's 1,800+ clients have a local installation of this system, nor do they house it in a separate, off-site data center of their own. As such, the pricing information below will reflect the Full Service Equivalent (FSE), subscription-based model that Workday uses to price their product(s).

## INFORMATION TECHNOLOGY SECURITY

Workday's security was reviewed by UMMC's interim Chief Information Security Officer, Chief Compliance Officer and Meditology (UMMC's contracted IT security consultant). It meets with UMMC's Cloud Services Policy, which incorporates the State of Mississippi Enterprise Security Policy.

# EXHIBIT 4

January 18, 2018

## FUNDING

UMMC will provide funding for this initiative through cash on hand from operations of the Medical Center. No grant or federal funds will be used, nor will there be a charge-back to customers who use the system.

## PROJECT COST / RESOURCE ESTIMATE SUMMARY

Employee and Student Count Details (Full Service Equivalent – FSE)			
Category – Employee	Number	Worker to FSE Conversion	FSE
Full Time	8,568	100%	8,568
Part-time	1,429	25%	358
Associates	3,155	12.5%	395
<b>Total:</b>	<b>13,152</b>		<b>9,321</b>
Category – Student	Number	Student to FSE	FSE
Students reported to IPEDS	1,968	100%	1,968
Students NOT reported to Integrated Postsecondary Education Data System (IPEDS)	0	25%	0
<b>Total:</b>	<b>1,968</b>		<b>1,968</b>
IPEDS: Integrated Postsecondary Education Data System Full Time: scheduled 20+ hours per week regardless of method of payment, actual hours worked, or benefits eligibility Part-time: scheduled for 20 or less hours per week regardless of method of payment, actual hours worked, or benefits eligibility			

## Current Request

With approval of this request, the Total 5-year Life Cycle Cost will be:

	Workday	Sierra-Cedar
Subscription Fees	\$10,249,220.00	
Delivery Assurance – Fixed Fee	\$365,055.00	
Training	\$309,532.00	
Implementation of HCM/Payroll/Financials (Designated plus potentials)		\$6,829,988.00
Implementation of Student (Designated plus potentials)		\$7,465,110.00
<b>Total</b>	<b>\$10,923,807.00</b>	<b>\$14,295,098.00</b>
<b>Grand Total</b>	<b>\$25,218,905.00</b>	

# EXHIBIT 4

January 18, 2018

## Total Life Cycle Cost by Year

Year	Description	Amount	Cumulative Total
Year 1	Annual Subscription Fees (to be paid in two equal installments)	\$2,049,844.00	\$2,049,844.00
	Services (HCM)	\$3,191,089.00	\$5,240,933.00
	Workday Training	\$170,892.00	\$5,411,825.00
Year 2	Annual Subscription Fees	\$2,049,844.00	\$7,461,669.00
	Services (FIN/SC)	\$3,638,899.00	\$11,100,568.00
	Workday Training	\$34,660.00	\$11,135,228.00
	Workday Delivery Assurance Fee	\$365,055.00	\$11,500,283.00
Year 3	Annual Subscription Fees	\$2,049,844.00	\$13,550,127.00
	Services (Student)	\$3,732,555.00	\$17,282,682.00
	Workday Training	\$34,660.00	\$17,317,342.00
Year 4	Annual Subscription Fees	\$2,049,844.00	\$19,367,186.00
	Services (Student)	\$3,732,555.00	\$23,099,741.00
	Workday Training	\$34,660.00	\$23,134,401.00
Year 5	Annual Subscription Fees	\$2,049,844.00	\$25,184,245.00
	Services	All modules live, no services needed	
	Workday Training	\$34,660.00	\$25,218,905.00
Current Request			\$25,218,905.00

UMMC has negotiated a 5-year price hold for subscription and implementation services for Planning, Time Tracking, Learning, Prism Analytics and Projects. UMMC may exercise the option in the contract to implement these modules at any time during the initial 5-year contract.

## COST BENEFIT ANALYSIS / RETURN ON INVESTMENT

### Quantitative Benefits

Workday will replace several current applications and infrastructure that UMMC currently maintains at a cost of \$1.9m annually. The largest items of annual savings are \$1.325 million for Infor/Lawson, \$330k for SAP/ProSam, and \$136k for Halogen.

### Qualitative Benefits

Workday has algorithms and predictive modeling tools that can be used to track and analyze the benefits that their customers receive and use that information to anticipate the benefits to UMMC. They include the following:

- UMMC operational and IT staff will be able to focus on continually improving business processes instead of on maintaining and upgrading software.

# EXHIBIT 4

January 18, 2018

- Through an interface between Workday and a time and attendance system, Chipotle was able to improve the way it analyzes data to quickly uncover discrepancies in employee time records and reduce overtime payments on each pay cycle.
- CityMD is using financial reports to track vendor spend and improve contract consolidation and negotiation.
- Workday customers have seen their supplier spend improved as well – Shelter Insurance saves almost \$900k per year, and CityYear experienced a 90% simplification of their supplier data set.

## ALTERNATIVES TO THE PROPOSED SOLUTION

Other Options Considered	Reasons for Rejecting Alternative Solution
Option 1: Migrate to Infor/Lawson v10	This option was pursued in 2015 and Infor/Lawson was not able to deliver the upgrade on time or on budget, so UMMC put the project on hold.
Option 2: Migrate to Infor/Lawson v11	This is the latest version of the Infor/Lawson product and has very few early adopters. A large academic medical center has budgeted \$9 million for their 18-month implementation of V11 (HR, Supply Chain and Finance).
Option 3: Maintain Status Quo	If the system were to remain as it is, the organization would not be able to pay any employees after 1/1/2019. Finance and Payroll will not be supported by Infor/Lawson, thus exposing UMMC to operational or security vulnerabilities.

# EXHIBIT 5

January 18, 2018

## Memorandum

---

**To:** Craig P. Orgeron, Ph.D.

**Date:** December 14, 2017

**Re:** Recommendation for Project Number 43930 to utilize the City and County of Denver, Colorado RFP No. 7241 for the acquisition of Workday software, support, and implementation for the **UNIVERSITY OF MISSISSIPPI MEDICAL CENTER (UMMC)**

---

### I. BACKGROUND

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by UMMC's schools, hospitals, research facilities, and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives. UMMC is requesting approval for the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support. UMMC is also requesting to purchase the software from Workday, Inc.

### II. PROCUREMENT

In November 2014, the City and County of Denver, Colorado issued RFP No. 7241 for an Enterprise Resource Planning (ERP) Financials/Human Resource Management Software, Support, and Implementation Services. In July 2015, a Master Agreement was executed between the City and County of Denver, Colorado and Workday for software and support. An Agreement was also executed between the City and County of Denver, Colorado and Sierra-Cedar, Inc. for implementation of the Workday software.

ITS is able to re-use awards made by other governmental entities (i.e., piggyback, a procurement sourcing term) when certain conditions are met.

- **Piggyback Language:** language reserving the right for the award to be used by other governmental entities must have been in the solicitation (e.g., RFP, Invitation for Bid)
- **Publicly Advertised:** the solicitation must have been publicly advertised, using whatever methods/means required by the governmental entity that issued the solicitation
- **Award based at least in part on Cost:** the evaluation must have considered cost as part of the award
- **Awarded vendor must be willing to share proposal** from the solicitation with ITS and the customer agency
- **Awarded vendor must be willing to share executed contract(s)** with ITS and the customer agency

# EXHIBIT 5

January 18, 2018

- Awarded vendor must be willing to honor pricing from the award
- Awarded vendor must be willing to sign a contract with ITS, including Mississippi-specific terms and conditions.

UMMC is requesting approval from ITS to purchase Workday software, support, and implementation utilizing the City and County of Denver, Colorado awards made to Workday and Sierra-Cedar, Inc.

UMMC has prepared the attached Business Case in support of this request.

### III. RECOMMENDATION

The staffs of ITS and UMMC jointly recommend the selection of Sierra-Cedar and Workday, Inc. to provide Workday software, support, implementation, and training at a total 5-year lifecycle cost of \$25,218,905.00.

### IV. SOURCE OF FUNDS

Funding will be provided by UMMC.

---

Jill Chastant  
Technology Consultant

Attachment: Business Case for IT Projects

# EXHIBIT 5

January 18, 2018

## BUSINESS CASE FOR IT PROJECTS

### PROJECT IDENTIFICATION

Agency/Division	University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS)
Project Manager	Al Faulk
Project Number and Name	43930 Enterprise Resource Planning (ERP)

### CURRENT SITUATION / BUSINESS NEED FOR THE PROJECT

The University of Mississippi Medical Center (UMMC) Department of Information Systems (DIS) is responsible for maintaining all enterprise applications used by the Institutions' schools, hospitals, research facilities and administrative areas. These enterprise applications require maximum functionality in order for UMMC to achieve its operational objectives.

Currently, UMMC uses a variety of applications for Enterprise Resource Planning (ERP) and Student Information Systems (SIS) to manage employee, financial, supply chain, student financial, and student administration. These systems include:

System	Purpose
Infor/Lawson S3	Human resources administration, payroll, grants management (post-award), supply chain, requisition center, financial accounting, asset management
Infor/Lawson Business Intelligence	Reporting
Infor/Lawson Mobile Supply Chain Management	Receiving, inventory
Infor/Lawson Landmark	Contracts management
Allscripts/EPSt	Budgeting
MHC	Check printing, W2 distribution
Halogen Systems	Employee Performance Reviews
PeopleAdmin	Recruiting
BSI Tax Factory	Tax regulatory updates
SAP/SLCM	Student administration, student records, student accounting.
ProSam/Sigma	Student Financial Aid
Academic Works	Scholarship management
Touchnet	Electronic Payment System for student tuition and fees
Kofax	Scanning

(please note that we will refer to "Infor" as the vendor of the "Lawson" ERP product)

The variety of systems has led to several operational and technical concerns. Operationally, the nature of the systems has led to a reluctance to modernize business processes because the software is inflexible or non-functional. Two examples:

- UMMC worked with Infor for 2 years unsuccessfully to implement budgeting in their system. Infor was unable to make their software accommodate the staff budgeting calculations and was unable to make the software stable.

# EXHIBIT 5

January 18, 2018

- An internal audit completed in December 2016, by the Institutes of Higher Learning (IHL) stated that ProSam produces many significant errors and integrates poorly with SAP. This causes operational issues for the Student Financial Aid office who have to manually verify financial aid awards.

In addition, it has been difficult to provide relevant management data to operational executives for operational decisions. UMMC is unable to effectively:

- Track contract spend for commodities.
- Identify valuable employees at risk of turnover.
- Make all required accounting adjustments in the ERP system to produce financial reports.
- Drill into financial reports to determine root cause of budget variances.
- Create reports quickly using a reporting tool for SAP. UMMC develops all reports using native SAP code. This significantly delays our ability to provide academic leadership with needed, timely data.

Technically, there has been an increasing burden on operational staff to maintain aging ERP and SIS systems, including but not limited to building and maintaining custom enhancements and work-arounds.

## Enterprise Resource Planning

UMMC originally purchased the Lawson Human Resources and Payroll Systems in 2002 and subsequently the Lawson Absence Management module in 2006. In November 2008, UMMC purchased the remaining primary Lawson Enterprise Resource Planning (ERP) software suites for financials, procurement, and business intelligence for a total cost of \$2,505,800.00.

UMMC has continued to expand and enhance the use of Lawson for its 10,500 users, most recently adding a Contracts Management module to become a single repository for all UMMC contracts (except Payor contracts), thus enabling improved spend and expiry tracking.

With Version 9 of Lawson set to expire in May 2016, in June 2015 UMMC signed a 3-year agreement with Infor to upgrade to Lawson Version 10, add applications for talent acquisition and budgeting, and migrate to a hosted environment. The migration plan was necessary because the Lawson infrastructure had grown very complex spanning several technology platforms that require integration and maintenance. The vendor partner explained that implementing Version 10 (and subsequently Version 11) in Infor's hosted environment would allow UMMC to rely on Infor's expert resources to successfully maintain the platform, enabling DIS staff to focus on improving functionality for its core customers.

Unfortunately, Infor was not able to successfully implement the talent acquisition and budgeting applications UMMC purchased. Neither application had the stated and required functionality nor was the budgeting software stable. Infor was able to offer a separate solution for talent acquisition, but UMMC was left without a budgeting application. Additionally, the 6-month upgrade to Version 10 was cancelled by UMMC after 9 months due to concerns with the Infor Implementation Team's performance and the anticipated level of customer service after go-live.

Based on the experience and overall performance with the upgrades, UMMC has had a significant erosion in trust in Infor and its ability to maintain its software. The marketplace has reacted similarly causing a decrease in ratings from at least two industry leading analysts, Gartner and KLAS. UMMC has thus decided that it is in its best interest to search for a new solution.

# EXHIBIT 5

January 18, 2018

## Student Information Systems

In July 2008, the University of Mississippi (UM) and UMMC entered into an agreement by which UM would host UMMC's student information system (SIS). A letter outlined an understanding between the two entities with inherent costs based on a five-year project plan and had an end date of June 30, 2012. It was extended in March 2012 and again June 30, 2017 (termination with notification included).

Although the partnership with UM has worked well, UMMC is dissatisfied with SAP's commitment to its SIS. The application has not been significantly upgraded since 2007. Because SAP did not achieve the market penetration it had hoped for (there are only 3 other universities using its SIS), the application cannot support trends that will eventually be the norm in health education such as competency-based education and flexible program start dates. Additionally, SAP has never had an integrated Student Financial Aid application, which led to UMMC acquiring Sigma's ProSam application for that purpose. Sigma has not significantly upgraded its application during the time UMMC has been a customer. As business practices evolve UMMC has paid ProSam for custom development to the system. Even with this customization, many of the current business practices remain manual processes.

The aforementioned internal audit by the IHL in 2016 stated that the data integration between ProSam and SAP causes system posting errors and inappropriate corrections which leads to incorrect student aid being provided to students and poor reporting of activities. All of this requires significant maintenance for UMMC staff in the Financial Aid office and in DIS.

## **PROPOSED SOLUTION**

The purpose of this request is to replace the software applications listed in the table above with Workday's ERP and SIS solutions. This will be a multi-phase implementation conducted by Sierra-Cedar beginning with Human Resources, Payroll and Financials, then Supply Chain, and Student (SIS). Workday's ERP and SIS solutions are anticipated to provide UMMC's staff and students with a fully integrated and user-friendly experience. Maintenance of the system will also be much simpler because the applications will be hosted by Workday and Workday will provide all infrastructure and upgrades on a scheduled basis at no additional cost.

UMMC is requesting the acquisition of services from Sierra-Cedar, Inc. as the implementation agent for Workday software and support, and the purchase of software, hosting, and training from Workday, Inc.

## **PROJECT GOALS AND OBJECTIVES**

- To have a fully integrated ERP and SIS in one application, on a single platform
- To achieve significant operational improvements in administrative services, making them more customer friendly and efficient
- To have a system that relies on configuration rather than custom programming
- To build a governance model at UMMC that will coordinate operational and technical decisions during implementation and thereafter
- To improve business practices where applicable based on best practices

## **CRITICAL SUCCESS FACTORS**

- Workday and Sierra-Cedar must provide an implementation team that has operational and technical expertise. Each member of the implementation team must have significant experience with Workday implementations.

# EXHIBIT 5

January 18, 2018

- UMMC's governance model must be willing to make significant operational and technical decisions in a timely manner and embrace the organizational changes that come from their decisions. The governance group must reinforce the organization's use of the Workday best practice workflows.

## RISKS

- Technical support risk: the risk of relying on a vendor to support the infrastructure and the application. Workday's hosted model requires that all active customers are on the same version and take version upgrades at the same time.
- Implementation risk: the timeline for this effort is aggressive and will require an organizational commitment to provide adequate resource availability and nimble governance.

## COLLABORATION

- Similar to the User Group model emphasized by Epic, the Workday client model encourages collaboration between client organizations across all businesses and the sharing of ideas and system configurations to improve operational efficiencies.
- A guiding principle of this implementation is to align the business practices of UMMC to industry best practice.
- If they so choose, UM can count on UMMC to work with them to facilitate the procurement of the Workday SIS module for use at the Oxford campus as well.

## IMPACT IF NO ACTION TAKEN

Sunset Infor/Lawson V9 – UMMC would have to go to Infor/Lawson V10 at significant cost without receiving appreciable improved functionality. Additionally, V11 is the latest release, but it is a significant rewrite of the platform with very few early adopters, meaning less live sites finding bugs and system issues.

At best, UMMC would be able to maintain current functionality of the system, but would be limited in its ability to improve business processes for the organization. The organization will continue to operate on a SIS that is not integrated with key business systems at the organization.

## TECHNICAL ENVIRONMENT AND HOSTING

The Workday solution is a cloud-based, multi-tenant solution that will not require additional hardware purchases at UMMC to implement. None of Workday's 1,800+ clients have a local installation of this system, nor do they house it in a separate, off-site data center of their own. As such, the pricing information below will reflect the Full Service Equivalent (FSE), subscription-based model that Workday uses to price their product(s).

## INFORMATION TECHNOLOGY SECURITY

Workday's security was reviewed by UMMC's interim Chief Information Security Officer, Chief Compliance Officer and Meditology (UMMC's contracted IT security consultant). It meets with UMMC's Cloud Services Policy, which incorporates the State of Mississippi Enterprise Security Policy.

# EXHIBIT 5

January 18, 2018

## FUNDING

UMMC will provide funding for this initiative through cash on hand from operations of the Medical Center. No grant or federal funds will be used, nor will there be a charge-back to customers who use the system.

## PROJECT COST / RESOURCE ESTIMATE SUMMARY

<b>Employee and Student Count Details (Full Service Equivalent – FSE)</b>			
<b>Category – Employee</b>	<b>Number</b>	<b>Worker to FSE Conversion</b>	<b>FSE</b>
Full Time	8,568	100%	8,568
Part-time	1,429	25%	358
Associates	3,155	12.5%	395
<b>Total:</b>	<b>13,152</b>		<b>9,321</b>
<b>Category – Student</b>	<b>Number</b>	<b>Student to FSE</b>	<b>FSE</b>
Students reported to IPEDS	1,968	100%	1,968
Students NOT reported to Integrated Postsecondary Education Data System (IPEDS)	0	25%	0
<b>Total:</b>	<b>1,968</b>		<b>1,968</b>
IPEDS: Integrated Postsecondary Education Data System Full Time: scheduled 20+ hours per week regardless of method of payment, actual hours worked, or benefits eligibility Part-time: scheduled for 20 or less hours per week regardless of method of payment, actual hours worked, or benefits eligibility			

## Current Request

With approval of this request, the Total 5-year Life Cycle Cost will be:

	<b>Workday</b>	<b>Sierra-Cedar</b>
<b>Subscription Fees</b>	\$10,249,220.00	
<b>Delivery Assurance – Fixed Fee</b>	\$365,055.00	
<b>Training</b>	\$309,532.00	
<b>Implementation of HCM/Payroll/Financials (Designated plus potentials)</b>		\$6,829,988.00
<b>Implementation of Student (Designated plus potentials)</b>		\$7,465,110.00
<b>Total</b>	\$10,923,807.00	\$14,295,098.00
<b>Grand Total</b>	<b>\$25,218,905.00</b>	

# EXHIBIT 5

January 18, 2018

## Total Life Cycle Cost by Year

Year	Description	Amount	Cumulative Total
Year 1	Annual Subscription Fees (to be paid in two equal installments)	\$2,049,844.00	\$2,049,844.00
	Services (HCM)	\$3,191,089.00	\$5,240,933.00
	Workday Training	\$170,892.00	\$5,411,825.00
Year 2	Annual Subscription Fees	\$2,049,844.00	\$7,461,669.00
	Services (FIN/SC)	\$3,638,899.00	\$11,100,568.00
	Workday Training	\$34,660.00	\$11,135,228.00
	Workday Delivery Assurance Fee	\$365,055.00	\$11,500,283.00
Year 3	Annual Subscription Fees	\$2,049,844.00	\$13,550,127.00
	Services (Student)	\$3,732,555.00	\$17,282,682.00
	Workday Training	\$34,660.00	\$17,317,342.00
Year 4	Annual Subscription Fees	\$2,049,844.00	\$19,367,186.00
	Services (Student)	\$3,732,555.00	\$23,099,741.00
	Workday Training	\$34,660.00	\$23,134,401.00
Year 5	Annual Subscription Fees	\$2,049,844.00	\$25,184,245.00
	Services	All modules live, no services needed	
	Workday Training	\$34,660.00	\$25,218,905.00
<b>Current Request</b>			<b>\$25,218,905.00</b>

UMMC has negotiated a 5-year price hold for subscription and implementation services for Planning, Time Tracking, Learning, Prism Analytics and Projects. UMMC may exercise the option in the contract to implement these modules at any time during the initial 5-year contract.

## COST BENEFIT ANALYSIS / RETURN ON INVESTMENT

### Quantitative Benefits

Workday will replace several current applications and infrastructure that UMMC currently maintains at a cost of \$1.9m annually. The largest items of annual savings are \$1.325 million for Infor/Lawson, \$330k for SAP/ProSam, and \$136k for Halogen.

### Qualitative Benefits

Workday has algorithms and predictive modeling tools that can be used to track and analyze the benefits that their customers receive and use that information to anticipate the benefits to UMMC. They include the following:

- UMMC operational and IT staff will be able to focus on continually improving business processes instead of on maintaining and upgrading software.

# EXHIBIT 5

January 18, 2018

- Through an interface between Workday and a time and attendance system, Chipotle was able to improve the way it analyzes data to quickly uncover discrepancies in employee time records and reduce overtime payments on each pay cycle.
- CityMD is using financial reports to track vendor spend and improve contract consolidation and negotiation.
- Workday customers have seen their supplier spend improved as well – Shelter Insurance saves almost \$900k per year, and CityYear experienced a 90% simplification of their supplier data set.

## ALTERNATIVES TO THE PROPOSED SOLUTION

Other Options Considered	Reasons for Rejecting Alternative Solution
Option 1: Migrate to Infor/Lawson v10	This option was pursued in 2015 and Infor/Lawson was not able to deliver the upgrade on time or on budget, so UMMC put the project on hold.
Option 2: Migrate to Infor/Lawson v11	This is the latest version of the Infor/Lawson product and has very few early adopters. A large academic medical center has budgeted \$9 million for their 18-month implementation of V11 (HR, Supply Chain and Finance).
Option 3: Maintain Status Quo	If the system were to remain as it is, the organization would not be able to pay any employees after 1/1/2019. Finance and Payroll will not be supported by Infor/Lawson, thus exposing UMMC to operational or security vulnerabilities.

# EXHIBIT 6

January 18, 2018

**PROJECT NUMBER 43994  
SUPPLEMENT TO  
MASTER SOFTWARE LICENSE AND SERVICE AGREEMENT  
BETWEEN  
ELLUCIAN COMPANY L.P.  
(SUCCESSOR BY ASSIGNMENT TO SUNGARD HIGHER EDUCATION INC.  
AND ALSO FORMERLY KNOWN AS SUNGARD SCT, INC. AND  
SCT SOFTWARE & RESOURCE MANAGEMENT CORP)  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR  
MISSISSIPPI VALLEY STATE UNIVERSITY**

This document (hereinafter referred to as "Supplement") shall serve as a Supplement to the original Master Software License and Service Agreement (hereinafter referred to as "Master Agreement") executed on May 21, 1998, between Ellucian Company L.P., formerly known as "SunGard SCT, Inc." and SCT Software & Resource Management Corporation, and "SunGard" (hereinafter referred to as "Licensor" and/or "Ellucian"), and Mississippi Department of Information Technology Services (hereinafter referred to as "ITS"), as contracting agent for the agencies and institutions of the State of Mississippi. It is understood by the parties that ITS is executing this Supplement on behalf of Mississippi Valley State University (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

**WHEREAS**, the Licensee desires to acquire the Technical Currency Services as specified herein;

**NOW THEREFORE**, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

- 1) This Supplement will become effective on the date it is signed by all parties ("Effective Date") and will continue in effect until June 30, 2024 unless terminated pursuant to Article 14 of the Master Agreement. Licensor agrees to provide the Technical Currency Services in accordance with Article 32 of the Master Agreement.
- 2) Licensor agrees to provide Licensee with Technical Currency Services for the Licensed Software identified in the Licensee Order Form, which is attached hereto as Exhibit A and incorporated herein by reference, and at the fees and for the periods set forth therein.
- 3) Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Supplement and ineligibility for any state or public contract in

# EXHIBIT 6

January 18, 2018

Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4) The parties understand and agree that all terms and conditions set forth in the Master Agreement are incorporated herein by reference and that this acquisition is subject to and controlled by the terms and conditions set forth in the Master Agreement.

5) All other provisions in the underlying Master Agreement shall remain unchanged.

For the faithful performance of the terms of this Supplement, the parties have caused this Supplement to be executed by their undersigned representatives.

**State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi Valley State  
University**

**Ellucian Company L.P.**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

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

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

# EXHIBIT 6

January 18, 2018

## EXHIBIT A MISSISSIPPI LICENSE ORDER FORM TECHNICAL CURRENCY SERVICES

**Licensee:** Mississippi Valley State University ("Licensee")

**Delivery Address:** 14000 Highway 82 West, Itta Bena, MS 38941

Licensee is hereby obtaining Technical Currency Services for the Licensed Software listed below pursuant to the Master Software License and Services Agreement between Ellucian and ITS as Contracting Agent for the Agencies and Institutions of the State of Mississippi dated May 21, 1998 (the "Master Agreement"). The fees due hereunder shall be in addition to any fees due under any prior Order Form, Amendment or Agreement entered into between Ellucian and either ITS or the Board of Trustees of the Mississippi Institutions of Higher Learning.

**TABLE 1: Technical Currency Services (Maintenance):**

**Technical Currency Year Begins/Ends:** July 1/June 30

**Technical Currency Expiration Date:** June 30, 2024

Time Period:	February 1, 2018 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021	July 1, 2021 to June 30, 2022	July 1, 2022 to June 30, 2023	July 1, 2023 to June 30, 2024
<b>Maintenance Paid in Arrears</b>							
Banner Student	\$15,615.00	\$38,975.00	\$40,534.00	\$42,155.00	\$43,842.00	\$45,595.00	\$47,419.00
Banner Student Self-Service	\$5,007.00	\$12,497.00	\$12,997.00	\$13,517.00	\$14,057.00	\$14,619.00	\$15,204.00
Banner Faculty and Advisor Self-Service	\$4,000.00	\$9,984.00	\$10,384.00	\$10,799.00	\$11,231.00	\$11,680.00	\$12,147.00
Banner Financial Aid	\$13,913.00	\$34,727.00	\$36,116.00	\$37,561.00	\$39,063.00	\$40,626.00	\$42,251.00
Banner Financial Aid Self- Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CSS Profile for Financial Aid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Financial Aid FM Need Analysis	\$1,242.00	\$3,100.00	\$3,224.00	\$3,353.00	\$3,487.00	\$3,626.00	\$3,771.00
Banner Finance	\$15,615.00	\$38,975.00	\$40,534.00	\$42,155.00	\$43,842.00	\$45,595.00	\$47,419.00
Banner Finance Self-Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Human Resources	\$12,870.00	\$32,123.00	\$33,408.00	\$34,744.00	\$36,134.00	\$37,579.00	\$39,083.00
Banner Employee Self-Service	\$5,007.00	\$12,497.00	\$12,997.00	\$13,517.00	\$14,057.00	\$14,619.00	\$15,204.00

# EXHIBIT 6

January 18, 2018

Time Period:	February 1, 2018 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021	July 1, 2021 to June 30, 2022	July 1, 2022 to June 30, 2023	July 1, 2023 to June 30, 2024
Banner Advancement	\$5,193.00	\$12,961.00	\$13,479.00	\$14,018.00	\$14,579.00	\$15,162.00	\$15,769.00
Banner Advancement Self-Service	\$2,709.00	\$6,761.00	\$7,032.00	\$7,313.00	\$7,605.00	\$7,910.00	\$8,226.00
EDI Smart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Workflow	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Grand Total:</b>	<b>\$81,171.00</b>	<b>\$202,600.00</b>	<b>\$210,705.00</b>	<b>\$219,132.00</b>	<b>\$227,897.00</b>	<b>\$237,011.00</b>	<b>\$246,493.00</b>
<b>Total Maintenance Cost:</b>							<b>\$1,425,009.00</b>

## NOTES TO TABLE 1:

<sup>1</sup> Indicates the Component System is owned by a third party.

## NOTES:

The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the “Maintenance Standards”) relating to the provision of Maintenance for each Component System are described in the applicable Maintenance Standards stated below.

The Technical Currency (Maintenance) amounts specified in Table 1 above will be reflected by Ellucian in annual invoices in arrears. Licensee will make payment for invoices in accordance with the terms of Article 10 of the Master Agreement and penalties for late payments shall be calculated in accordance with the terms of Article 10.2 of the Master Agreement. Following the Expiration Date of the final Technical Currency Year (i.e. June 30, 2024, Technical Currency Services may be extended upon mutual written agreement of the parties, in the form of an amendment to this Supplement signed by an authorized representative of each party hereto.

Notwithstanding anything in the Master Agreement to the contrary, except in the case of: (a) a termination for cause as described in Article 14.1 or 14.2 of the Master Agreement, or (b) as the result of mutual written agreement of the parties as described in Article 14.3, or (c) a lack of appropriation of funds as described in Article 27 of the Master Agreement, the Technical Currency Term as it applies to each Baseline Component System listed in Table 1 above is for the period beginning on the Commencement Date (i.e. July 1, 2018) and shall continue, and remain in full force and effect, until the Expiration Date of the final Technical Currency Year, in accordance with its terms.

## Advantage Level Maintenance Standards

# EXHIBIT 6

January 18, 2018

## I. Defined Terms:

**“Notification”** means a communication to Ellucian’s ActionLine by means of: (i) Ellucian’s Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian’s then-current policies and procedures for submitting such communications.

**“Priority One Call”** means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Two Call”** means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Three Call”** means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee’s ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee’s operations.

**“Priority Four Call”** means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

**II. Hours During Which Ellucian’s “ActionLine” Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance:** Five (5) days per week, Monday through Friday, excluding United States holidays and Ellucian-observed holidays, from 8:00 AM to 8:00 PM (Central US Time).

**III. Targeted Response Times:** With respect to Ellucian’s Maintenance obligations, Ellucian will respond to Notifications from Licensee relating to the Baseline Component Systems identified in this Supplement in accordance with the following guidelines, with the time period to be measured beginning with Ellucian’s receipt of the Notification:

**Priority One Calls** –two (2) hours or less.

**Priority Two Calls** – four (4) hours or less.

**Priority Three Calls** – twenty-four (24) hours or less.

**Priority Four Calls** – seventy-two (72) hours or less.

**Notes:** For purposes of these targets, a “response” will mean an initial contact from an Ellucian representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Ellucian’s obligation to respond to

# EXHIBIT 6

January 18, 2018

Licensee, Licensee must follow the policies and procedures of Ellucian's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

# EXHIBIT 7

January 18, 2018

## SYSTEM – APPROVAL FOR FIRST READING OF PROPOSED AMENDMENTS TO BOARD POLICY 608 INTERMEDIATE COURSES

### 608 INTERMEDIATE COURSES

- A. All entering ~~freshmen~~ students admitted under Board Policy 602 enrolled at an IHL university with an ACT Mathematics subtest score of 16 or less will be required to take Intermediate ~~Algebra~~ Mathematics during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose Mathematics subtest score is 17, 18 or 19 may be required to take Intermediate ~~Algebra~~ Mathematics. Students with a minimum ACT Mathematics subtest score of 15 who have completed the ~~SREB Math Ready~~ Mississippi Department of Education approved mathematics transitional course with a grade of “80” or higher ~~regardless of ACT Mathematics subtest score~~ will not be required to take Intermediate ~~Algebra~~ Mathematics and should be enrolled in a college-level mathematics course during their first semester of enrollment.
- B. All entering ~~freshmen~~ students admitted under Board Policy 602 enrolled at an IHL university with an ACT English subtest score of 16 or less will be required to take Intermediate English during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose English subtest score is 17, 18 or 19 may be required to take Intermediate English. Students with a minimum ACT English subtest score of 15 who have completed the ~~SREB Literacy Ready~~ Mississippi Department of Education approved literacy transitional course with a grade of “80” or higher ~~regardless of ACT English subtest score~~ will not be required to take Intermediate English and should be enrolled in a college-level English course during their first semester of enrollment.
- C. All entering ~~freshmen~~ students admitted under Board Policy 602 enrolled at an IHL university with an ACT Reading subtest score of 16 or less will be required to take Intermediate Reading during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose Reading subtest score is 17, 18 or 19 may be required to take Intermediate Reading. Students taking Intermediate Reading should not be permitted to take reading-intensive courses, such as History. Students with a minimum ACT Reading subtest score of 15 who have completed the ~~SREB Literacy Ready~~ Mississippi Department of Education approved literacy transitional course with a grade of “80” or higher ~~regardless of ACT Reading subtest score~~ will not be required to take Intermediate Reading.
- D. Students taking two or more intermediate courses must enroll in the yearlong Academic Support Program or some other IHL-recognized intervention strategy to promote success in the courses in which they are not fully prepared, according to ACT subtest scores, and will not be permitted to take more than 17 semester hours.

# EXHIBIT 7

January 18, 2018

- E. Intermediate courses may be delivered through a corequisite model coupled with a credit bearing gateway course.
- F. Regarding course placement using an ACT subtest score, exemptions to this policy based on prior high school course performance, postsecondary course performance, or other academic experiences must be approved by the institution's Chief Academic Officer or designee.

# EXHIBIT 8

January 18, 2018

## **SYSTEM – REQUEST APPROVAL FOR FIRST READING OF NEW BOARD POLICY 714 ORIGATION, EXPANSION, OR ACQUISITION OF BUSINESS OR HEALTHCARE ENTERPRISE**

### **714    Origination, Expansion, or Acquisition of Business or Healthcare Enterprise**

Prior to Board consideration of an institution's request to acquire or engage in new or substantially expanded operations of a business or a healthcare facility, the institution shall promptly notify the Commissioner of such intent with sufficient time for the Commissioner to engage a Subject Matter Expert in the field of the project. Such operations may include, but are not limited to, any creation, expansion, or acquisition of a business or healthcare enterprise, business-type functions of institutional auxiliaries or proprietary operations, significant strategic financial initiatives of an institution, or material financial initiatives entered into by an institution. The institution will provide the Commissioner with sufficient information to allow a determination by the Commissioner as to the projected scope of the project and its projected impact on the revenues, expenses, and indebtedness of the institution. The Commissioner shall make a determination, upon consultation with the Board, whether the potential financial characteristics of the proposed project and the financial condition of the institution requires the appointment of a Subject Matter Expert to assist the Board. If the Commissioner determines that it is appropriate to retain a Subject Matter Expert, the Expert shall be engaged by the Board through the Commissioner and shall represent solely the interests of the Board in its capacity as the fiduciary of the state university system. The Subject Matter Expert shall meet such qualifications and perform other such services as may be prescribed by the Board or the Commissioner. The requesting institution shall reimburse the Board office for all expenses incurred related to the selection and engagement of the Subject Matter Expert. Payment of the Subject Matter Expert shall not be contingent on any outcome other than contractual performance as an impartial advisor. The Subject Matter Expert shall review the underlying business and market assumptions of the proposed project, evaluate historical financial information, consider current and future market conditions in the field of the project, evaluate pro forma financial information used in the decision-making process, and prepare a written analysis of these and other matters relevant for the Board's consideration. The written analysis shall provide advice to the Board – which is independent of any advice provided by or to the institution -- as to the anticipated effect(s) of the proposed transaction and operations on the institution and the entire IHL system. The Subject Matter Expert shall make a determination, based on the analysis contained in the report, as to whether the proposed project justifies approval by the Board and explain the likely impacts and prudence of the proposed transaction.

# EXHIBIT 9

January 18, 2018

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE NOVEMBER 16, 2017 BOARD MEETING SUBMISSION DEADLINE**

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

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

### **ALCORN STATE UNIVERSITY**

#### **1. ASU – GS 101-310 – Faculty Housing**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Approval of Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Architecture South.

Approval Status & Date: APPROVED, November 8, 2017

Project Initiation Date: April 20, 2017

Design Professional: Architecture South

General Contractor: TBD

Total Project Budget: \$10,000,000.00

### **JACKSON STATE UNIVERSITY**

#### **2. JSU– GS 103-281 – Alexander Center Renovation-Phase II (Building A Buildout)**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$18,184.90 and zero (0) additional days to the contract of Sullivan Enterprises, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 2, 2017

Change Order Description: Change Order #3 includes the following items: add two (2) power circuits per floor.

Change Order Justification: This change was necessary to modify the existing detectors in order to report them in groups.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$131,645.75.

Project Initiation Date: February 18, 2016

# EXHIBIT 9

January 18, 2018

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Sullivan Enterprises, Inc.

Total Project Budget: \$2,018,827.06

## MISSISSIPPI STATE UNIVERSITY

### 3. **MSU– GS 105-355 – Engineering and Science Complex (Engineering Building)**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Approval of Design Development Documents**

Board staff approved the Design Development Documents as submitted by Eley Guild Hardy Architects, P.A.

Approval Status & Date: APPROVED, November 29, 2017

Project Initiation Date: May 18, 2017

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

General Contractor: TBD

Total Project Budget: \$34,000,000.00

### 4. **MSU – GS 113-145 (formerly IHL #213-142) – NWARC Roof Replacement**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Pryor & Morrow Architects and Engineers, P.A.

Approval Status & Date: APPROVED, November 13, 2017

**Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, November 13, 2017

Project Initiation Date: October 21, 2016

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: TBD

Total Project Budget: \$2,000,000.00

### 5. **MSU – IHL 205-285A – Chilled Water Loop Upgrade**

**Approval Request #1: Approval of Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Cooke Douglas Farr Lemons Architects & Engineers.

Approval Status & Date: APPROVED, November 30, 2017

**Approval Request #2: Waiver of Design Development Documents**

Board staff approved the Waiver of Design Development Documents as submitted by Cooke Douglas Farr Lemons Architects and Engineers.

Approval Status & Date: APPROVED, November 30, 2017

Project Initiation Date: August 17, 2017

Design Professional: Cooke Douglas Farr Lemons Architects and Engineers

General Contractor: TBD

Total Project Budget: \$4,000,000.00

# EXHIBIT 9

January 18, 2018

## MISSISSIPPI UNIVERSITY FOR WOMEN

### 6. MUW– GS 104-187 – Demonstration School (Turner Hall) Renovation

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$6,885,000.00 to the apparent low bidder, Amason & Associates, Inc.

Approval Status & Date: APPROVED, October 25, 2017

Project Initiation Date: June 18, 2015

Design Professional: Pryor & Morrow Architects & Engineers

General Contractor: Amason & Associates, Inc.

Total Project Budget: \$9,042,914.87

## UNIVERSITY OF MISSISSIPPI

### 7. UM– GS 107-308 – Union Addition & Renovation

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #10**

Board staff approved Change Order #10 in the amount of \$284,401.00 and twenty-five (25) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 15, 2017

Change Order Description: Change Order #10 includes the following items: provided raceways for the revised/added access control devices; changed the location of the dumpster, bollards and electrical service to the west side of the service drive; modified the edges of the floor slabs at stair #5 with minor saw-cutting & removal of structural steel & concrete slab edge, and rework of the storm piping at the top of the stair shaft; changed the standard polymer tile grout to epoxy grout at the bathroom floors; provided data raceways & power to the video board matrix; added two (2) nyloplast storm inlets & related piping outside stair #5 & #6; added six (6) total card readers at two elevators, including devices, wire and set up; revised the connection to the circuits of 120v in lieu of the designed 277v bathroom cove light fixtures; performed additional asbestos abatement in phase 3 under the topping slab and floor tile; provided telecom manhole racks; and twenty-five (25) days to the contract.

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

Total Project Change Orders and Amount: Ten (10) change orders for a total amount of \$2,080,062.00.

Project Initiation Date: August 18, 2011

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

General Contractor: Roy Anderson Corporation

# EXHIBIT 9

January 18, 2018

Phased Project Budget: \$58,574,658.79

Total Project budget: \$58,900,000.00

## 8. **UM– GS 107-308.2 Union Addition & Renovation – C101 Qdoba Buildout**

**NOTE: This is a Bureau of Building project**

### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$5,918.00 and ninety (90) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, November 13, 2017

Change Order Description: Change Order #1 includes the following items: added new hot water heater and electrical service at the added hand sink; disconnected & relocated the ice machine to level 3; and ninety days (90) to the contract.

Change Order Justification: These changes are due to the late issuance of the contract resulting in the addition of seventy-one (71) days to the contract and nineteen (19) days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$5,918.00.

Project Initiation Date: November 15, 2012

Design Professional: Eley Guild Hardy Architects - Jackson P.A.

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$133,028.16

Total Project Budget: \$58,900,000.00

## 9. **UM– IHL 207-383 – Gillom Sports Center Renovation**

### **Approval Request #1: Change Order #7**

Board staff approved Change Order #7 in the amount of \$7,031.46 and twenty-three (23) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, November 20, 2017

Change Order Description: Change Order #7 includes the following items: credit for deletion of all motion sensors and push to exit buttons; installation of an owner-supplied extension sleeve to the existing fire hydrant on the northwest corner of the building; additional conduit rough-ins for the owner-supplied signage; added an exterior grade lay-in ceiling with insulation to the soccer storage room; filled in the voids in the attack lines and center lines of the volleyball court; credit for deletion of rubber treads, risers and landings at the main stair next to the elevator; removed the “tick” marks at all four corners of the volleyball court; added conduits to the middle of the court for a scorer’s table; reconciliation of the floor patch allowance; credit to accept the 1” sports floor as installed; and twenty-three (23) days to the contract.

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

Total Project Change Orders and Amount: Seven (7) change orders for a total amount of \$244,442.88.

Project Initiation Date: June 19, 2014

Design Professional: Pryor & Morrow Architects and Engineers

# EXHIBIT 9

January 18, 2018

General Contractor: Zellner Construction Services, LLC

Total Project Budget: \$13,800,000.00

## **10. UM – IHL 207-415 – Golf Practice Facility Renovation**

**Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on November 15, 2017 to approve the budget increase from \$500,000.00 to \$3,198,000.00, an increase of \$2,698,000.00.

Interim Approval Status & Date: APPROVED, November 15, 2017

Project Initiation Date: February 18, 2016

Design Professional: Pryor & Morrow Architects & Engineers

General Contractor: TBD

Total Project Budget: \$3,198,000.00

## **11. UM – IHL 207-415 – Golf Practice Facility Renovation**

### **Approval Request #1: Approval of Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Pryor & Morrow Architects & Engineers.

Approval Status & Date: APPROVED, November 20, 2017

### **Approval Request #2: Waiver of Design Development Documents**

Board staff approved the Waiver of Design Development Documents as submitted by Pryor & Morrow Architects & Engineers.

Approval Status & Date: APPROVED, November 20, 2017

Project Initiation Date: August 17, 2017

Design Professional: Pryor & Morrow Architects & Engineers

General Contractor: TBD

Total Project Budget: \$3,198,000.00

## **12. UM – IHL 207-423 – Jackson Avenue Center Phase III – Swing Space**

### **Approval Request #1: Change Order #5R**

Board staff approved Change Order #5R in the amount of \$8,184.00 and zero (0) additional days to the contract of Murphy & Sons, Inc.

Approval Status & Date: APPROVED, October 25, 2017

Change Order Description: Change Order #5R includes the following items: added two (2) new light fixtures in the area next to the skylight; added six (6) type 4 can fixtures at the neighborhood entrances & repaired the drywall; added two (2) layers of drywall to a wall; major floor repairs in the existing slab; added three (3) slot diffusers; revised the interior signage; electrical work was performed on the doors for access controls; added electrical and data for digital signage; installed blocking, repaired the drywall and repainted the wall; added four (4) type 15 can light fixtures in two areas; patched and repainted drywall damage; and repainted the ceiling clouds in two areas.

Change Order Justification: These changes are due to changes in requirements or recommendations by government agencies; errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

# EXHIBIT 9

January 18, 2018

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$99,357.00.

Project Initiation Date: September 2, 2016

Design Professional: Shafer & Associates, PLLC

General Contractor: Murphy & Sons, Inc.

Total Project Budget: \$3,800,000.00

## **13. UM– IHL 207-425 Crosby Hall Boiler Replacement**

**NOTE: This is a Bureau of Building project**

### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$8,467.00 and zero (0) additional days to the contract of Tri Star Mechanical Contractors, Inc.

Approval Status & Date: APPROVED, November 15, 2017

Change Order Description: Change Order #1 includes the following items: performed a chemical cleaning/flushing of heat exchanger 1 and 2; flushed the domestic water side and heating water side; and repaired two (2) leaks on the heating water and domestic water piping using copper and wrapped with fiberglass insulation.

Change Order Justification: These changes are due to the latent job site conditions.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$8,467.00.

Project Initiation Date: September 15, 2016

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: Tri Star Mechanical Contractors, Inc.

Total Project Budget: \$1,100,000.00

## **14. UM – IHL 207-436 Kinard Water Treatment Replacement**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Engineering Solutions Inc.

Approval Status & Date: APPROVED, November 13, 2017

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, November 13, 2017

Project Initiation Date: June 15, 2017

Design Professional: Engineering Solutions, Inc.

General Contractor: TBD

Total Project Budget: \$1,100,000.00

## **15. UM – IHL 207-438 – Deaton and Hefley Hall Elevator Refurbishment**

### **Approval Request #1: Approval of Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, November 29, 2017

### **Approval Request #2: Waiver of Design Development Documents**

Board staff approved the Waiver of Design Development Documents as submitted by Corbett Legge & Associates, PLLC.

# EXHIBIT 9

January 18, 2018

Approval Status & Date: APPROVED, November 29, 2017

Project Initiation Date: November 16, 2017

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$1,150,000.00

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

### **16. UMMC– GS 109-210 (GC-001) – School of Medicine**

**NOTE: This is a Bureau of Building project**

#### **Approval Request #1: Change Order #16**

Board staff approved Change Order #16 in the amount of \$328,138.00 and zero (0) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, October 23, 2017

Change Order Description: Change Order #15 includes the following items: credit for University Drive road revisions; installed quazite boxes for the receptacles in the courtyard planters; installed air flow measuring stations in the supply and return ducts for each air handling unit; repaired the terrazzo seal that was damaged when installed; replaced the copper rubber base at the black wall covering the café with terrazzo base; additional elbows for the boiler vents; installed limestone in lieu of select fill in the excavated areas; installed area of refuge signage; installed a controller and panel for the added med gas alarms; installed twenty-four (24) end switches on the air handling unit fan isolation damper shafts; replaced the installed galvanized bollards with new stainless steel bollards; removed the existing concrete in the northwest corner of the north parking lot; graded and installed 6” of asphalt; removed the existing panics on the exterior aluminum doors that are tied to the smoke evacuation system and installed dummy panics; added magnetic locks to a door; removed the construction cylinders on all glass doors to group study/conference rooms and installed blank cylinders; removed the locks on the communication room doors and installed blank cylinders.

Change Order Justification: These changes are due to errors & omissions in the plans & specifications; latent job site conditions; and user/owner requested modifications.

#### **Approval Request #2: Change Order #17**

Board staff approved Change Order #15 in the amount of \$120,777.00 and zero (0) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, October 23, 2017

Change Order Description: Change Order #17 includes the following items: revised the southeast corner of the north parking lot which provided two (2) handicap parking spaces; provided UMMC requested additions/revisions on the ground and third floors; removed and replaced Hunter Douglas specialty ceiling tiles for installation of UMMC’s wireless access point (WAP) equipment; added two (2) stop signs and stop bars on the pavement at the intersection of Peachtree Road and West University Drive; installed BAC network controller to the roller shades; added Hunter Douglas specialty ceiling trim

# EXHIBIT 9

January 18, 2018

at the HVAC diffusers; repaired the damaged gas line; and installed stainless steel edge plates at the ends of the concrete paver bands of the north plaza emergency roadway.

Change Order Justification: These changes are due to errors and omissions in the plans & specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Seventeen (17) change orders for a total amount of \$1,960,142.00.

Project Initiation Date: June 16, 2011

Design Professional: Cooke Douglas Farr Lemons + Eley Guild Hardy – A Joint Venture

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$65,742,205.00

Total Project Budget: \$66,000,000.00

## **17. UMMC – IHL 209-544 – Translational Research Center**

### **Approval Request #1: Change Order #7**

Board staff approved Change Order #7 in the amount of \$214,049.89 and zero (0) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, October 23, 2017

Change Order Description: Change Order #7 includes the following items: added primer & paint for concrete floors; added corner guards at the first floor, west wing; revised the door hardware to the penthouse stair door; installed a booster pump at the penthouse; added a railing at the steam generator; added convenience lighting at the bulk sterilizer; credit for SE drive gate feed and communication; changed the location of the irrigation controller; added required electrical items at the elevator; added cabling; changes made to the sidewalk/American Disabilities Act (ADA) parking lot; fabricated & installed trim for the cage washer; added twelve (12) strand fiber for the alarm; added a French drain at the south sidewalk; added two (2) crepe myrtles at the construction entrance; provided eleven (11) stainless steel, removable bollards; added two (2) return air grilles; added carpet in three (3) rooms on the 3<sup>rd</sup> floor; electrical revisions done on the 3<sup>rd</sup> floor; added data for the basement and 4<sup>th</sup> floor furniture connections; added a visual device at the 1<sup>st</sup> floor; added receptacles for the lab gas cabinets; added lab gas regulators & connectors on the 4<sup>th</sup> floor; provided nitrogen vacuum for the gas cabinets; and added acoustical closure at the round columns.

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Seven (7) change orders for a total credit amount of \$395,566.81.

Project Initiation Date: November 17, 2011

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Co., Inc.

Phased Project Budget: \$44,259,496.98

Total Project Budget: \$50,572,743.00

## **18. UMMC – IHL 209-558 – MS Integrated Public Safety Communications Center**

### **Approval Request #1: Approval of Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Gensler

# EXHIBIT 9

January 18, 2018

Approval Status & Date: APPROVED, November 29, 2017

Project Initiation Date: March 16, 2017

Design Professional: Gensler

General Contractor: TBD

Total Project Budget: \$9,699,114.00

## UNIVERSITY OF SOUTHERN MISSISSIPPI

### **19. USM– GS 110-097 – Campus Repairs & Renovations**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$1,707,500.00 to the apparent low bidder, J.W. Puckett & Company, Inc.

Approval Status & Date: APPROVED, November 29, 2017

Project Initiation Date: October 15, 2015

Design Professional: Allred Architectural Group

General Contractor: J.W. Puckett & Company, Inc.

Total Project Budget: \$2,000,000.00

## EDUCATION AND RESEARCH CENTER

### **20. ERC– GS 111-053 – Primary Electrical Replacement**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the credit amount of \$215,000.00 and zero (0) additional days to the contract of Moses Electric, Inc.

Approval Status & Date: APPROVED, October 18, 2017

Change Order Description: Change Order #1 includes the following items: deleted the second primary feed (underground) on Eastover Drive; provided a new primary electrical service from the overhead high voltage power service; added new power poles; added a new underground primary service; and two (2) transformers were installed by Entergy.

Change Order Justification: These changes are due to latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total credit amount of \$215,000.00.

Project Initiation Date: September 17, 2015

Design Professional: Atherton consulting Engineers, Inc.

General Contractor: Moses Electric, Inc.

Total Project Budget: \$2,000,000.00

# EXHIBIT 10

January 18, 2018

## 1. SYSTEM – REPORT OF PAYMENTS TO OUTSIDE COUNSEL

### **Legal fees approved for payment to outside counsel in relation to litigation and other matters:**

Payment of legal fees for professional services rendered by Baker & Hostetler (statements dated 9/22/17 and 10/18/17) from the funds of Alcorn State University. Alcorn State University previously paid \$1,828.00 toward the \$5,000.00 deductible under the cyber insurance policy leaving a balance of \$3,172.00. (These statements, in the amounts of \$1,058.50 and \$3,025.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,172.00**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 11/1/17, 12/1/17, 12/1/17, 12/1/17 and 12/1/17) from the funds of Alcorn State University. (These statements, in the amounts of \$30.71, \$13.10, \$30.49, \$27.98 and \$23.24, respectively, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 125.52**

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 10/24/17 and 11/17/17) from the funds of Mississippi State University. (These statements, in the amounts of \$100.00 and \$450.00, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 550.00**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 11/14/17) from the funds of Mississippi State University. (This statement, in the amount of \$13,368.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 13,368.00**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 11/1/17, 12/1/17 and 12/1/17) from the funds of Mississippi State University. (These statements, in the amounts of \$2,500.00, \$2,000.00 and \$466.00, respectively, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 4,966.00**

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 12/5/17) from the funds of Mississippi State University. (This statement, in the amount of \$1,287.70, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,287.70**

# EXHIBIT 10

January 18, 2018

Payment of legal fees for professional services rendered by Gian Franco Borio (statement dated 10/24/17) from the funds of the Mississippi University for Women. (This statement, in the amount of \$3,500.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 3,500.00**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 11/6/17) from the funds of the University of Mississippi. (This statement, in the amount of \$37,600.00, represents services and expenses in connection with the University of Mississippi Educational Building Corporation (EBC) matters.)

**TOTAL DUE.....\$ 37,600.00**

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 10/4/17, 11/7/17 and 11/7/17) from the funds of the University of Mississippi. (These statements, in the amounts of \$18,515.09, \$4,728.93 and \$19,590.32, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 42,834.34**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 2/1/17, 4/1/17, 9/1/17, 9/1/17, 9/1/17, 11/1/17, 11/1/17, 11/1/17, 12/1/17, 12/1/17, 12/1/17, 12/1/17 and 12/1/17) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,000.00, \$4,000.00, \$2,500.00, \$4,000.00, \$4,000.00, \$4,000.00, \$58.80, \$79.55, \$1,975.00, \$52.43, \$63.88, \$4,000.00 and \$4,500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 31,229.66**

Payment of legal fees for professional services rendered by Baker|Donelson (statement dated 9/12/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$1,127.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,127.00**

Payment of legal fees for professional services rendered by Bradley|Arant (statements dated 11/4/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$3,356.50 and \$9,359.00, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 12,715.50**

# EXHIBIT 10

January 18, 2018

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/10/17, 10/10/17, 10/10/17, 10/10/17, 10/13/17, 10/19/17, 10/25/17, 11/10/17, 11/15/17, 11/15/17, 11/15/17 and 11/15/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,563.50, \$28,650.00, \$265.50, \$4,546.39, \$52,640.32, \$3,540.00, \$74,396.45, \$8,852.52, \$25.00, \$20,061.30, \$1,681.50 and \$2,215.30, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 198,437.78**

Payment of legal fees for professional services rendered by Hogan|Lovells (statements dated 9/19/17, 10/13/17 and 10/24/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$8,738.30, \$5,038.20 and \$15,442.10, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 31,858.60**

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 10/18/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$14,293.90, \$825.00, \$1,831.50, \$825.00, \$1,963.50, \$247.50, \$1,831.50 and \$561.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 22,378.90**

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 10/5/17, 10/5/17, 10/9/17 and 10/10/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$199.42, \$678.75, \$11,944.50 and \$1,962.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 14,784.67**

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 12/8/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$1,443.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,443.00**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/9/17, 10/18/17, 11/13/17, 11/14/17, 11/17/17 and 12/11/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$708.00, \$708.00, \$1,150.50, \$590.00, \$3,864.50 and \$59.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 7,080.00**

# EXHIBIT 10

January 18, 2018

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 11/7/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$462.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 462.00**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 4/1/17, 11/1/17, 11/1/17, 11/1/17, 11/1/17, 11/1/17 and 12/1/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$37.50, \$21.36, \$1,500.00, \$30.71, \$1,000.00, \$446.00 and \$30.49, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 3,066.06**

## **Legal fees approved for payment to outside counsel in relation to patent and other matters:**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/17/17, 10/17/17, 10/17/17, 11/17/17 and 11/21/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Fully Scalable Computer Architecture for Parallel Discrete Event” - \$1,850.00; “Method for Early Evaluation in Micropipeline Processors” - \$1,850.00; “System and Methods for Pest Reduction” - \$600.00; “System and Methods for Pest Reduction” - \$1,121.00 and “Cancer Therapeutic Use of Occidiofungin” - \$687.00, respectively.)

**TOTAL DUE.....\$ 6,108.00**

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 9/22/17, 9/22/17 and 11/16/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate” - \$130.00; “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - \$1,346.00 and “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate” - \$400.00, respectively.)

**TOTAL DUE.....\$ 1,876.00**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 10/31/17, 10/31/17, 10/31/17, 11/16/17 and 11/16/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Methods of Synthesizing Graphene from a Lignin Source” - \$38.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$4,515.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$38.00; “Extruder Device” - \$578.00 and “Methods of Synthesizing Graphene from a Lignin Source” - \$38.00, respectively.)

**TOTAL DUE.....\$ 5,207.00**

# EXHIBIT 10

January 18, 2018

Payment of legal fees for professional services rendered by Armstrong|Teasdale (statements dated 10/9/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Detecting Transient Acoustic Signals” - \$39.48; “Systems and Methods for Detecting Transient Acoustic Signals” - \$450.42 and “Systems and Methods for Detecting Transient Acoustic Signals” - \$2,096.91.)

**TOTAL DUE.....\$ 2,586.81**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 9/30/17 and 11/3/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Cache Mapping Technology Matter” - \$2,478.00 and “Cache Mapping Technology Matter” - \$619.50, respectively.)

**TOTAL DUE.....\$ 3,097.50**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 8/17/17, 9/14/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17, 10/1/17 and 10/24/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Selective Sigma Receptor Ligands” - \$1,155.00; “Highly Selective Sigma Receptor Ligands” - \$355.72; “Biologically Active Cannabidiol” - \$2,219.60; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$3,452.70; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$2,445.37; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$3,076.36; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$1,281.95; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$2,585.58; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$919.85; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$3,451.26; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$1,953.61; “Compositions Containing Delta-9-THC Amino Acid Esters” - \$1,075.58 and “Biologically Active Cannabidiol” - \$7,196.15, respectively.)

**TOTAL DUE.....\$ 31,168.73**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/21/17, 9/21/17, 9/21/17, 9/25/17, 9/25/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 11/16/17, 11/16/17, 11/16/17 and 11/16/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Highly Purified Amphotericin-B” - \$1,150.00; “Indolizine-Based Donors as Organic Sensitizer Components” - \$47.50; “Use of Trans-gnetin H or Extracts Containing Genetic H as a Lactic Acid Production Inhibitor” - \$1,002.50; “High Photovoltage per Area by Sequential Series Tandem (SST)” - \$38.00; “High Photovoltage per Area by Sequential Series Tandem (SST)” - \$1,907.00; “Delivery of Medicaments to the Nail” - \$768.00; “Highly Purified Amphotericin-B” - \$847.00; “Highly Purified Amphotericin-B” - \$1,755.00; “Highly Purified Amphotericin-B” - \$953.00; “Highly Purified Amphotericin-B” - \$891.00; “Highly Purified Amphotericin-B” -

# EXHIBIT 10

January 18, 2018

\$802.00; “Agents with Selective K-Opioid Receptor Affinity” - \$2,150.00; “Acoustic Instruments for Use Aquaculture” - \$2,150.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$2,088.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$719.00; “Gas Separating Membranes” - \$47.50; “High Photovoltage per Area by Sequential Series Tandem (SST)” - \$168.00; “Use of Trans-gnetin H or Extracts Containing Genetic H” - \$38.00; “Longitudinal Gait Velocity Monitoring of Older Population” - \$96.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$1,037.50; “Gas Separating Membranes” - \$540.00 and “Stabilized Formulation of Triamcinolone Acetonide” - \$38.00, respectively.

<b>TOTAL DUE.....</b>	<b>\$</b>	<b>19,233.00</b>
-----------------------	-----------	------------------

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/21/17, 9/21/17, 9/21/17, 9/25/17, 9/25/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 10/31/17, 11/16/17, 11/16/17, 11/16/17, 11/16/17 and 11/16/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$28.50, \$76.00, \$38.00, \$409.00, \$252.00, \$28.50, \$1,152.00, \$19.00, \$625.00, \$38.00, \$935.00, \$941.00, \$332.50, \$38.00, \$962.00, \$836.00, \$38.00, \$795.00 and \$2,073.21, respectively, represent services and expenses in connection with intellectual property patents.)

<b>TOTAL DUE.....</b>	<b>\$</b>	<b>9,616.71</b>
-----------------------	-----------	-----------------

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 28, 2017, to each and every member of said Board, said date being at least five days prior to this February 15, 2018 meeting. At the above-named place there were present the following members to wit: Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christine Pickering, Dr. Douglas Rouse, Mr. C.D. Smith and Dr. J. Walt Starr. The meeting was called to order by C.D. Smith, President, with Trustee Alan Perry providing the invocation.

**INTRODUCTION OF GUESTS**

- President Smith welcomed the Student Government Association Officers: Patrick Herbert, Jr., SGA President at Alcorn State University, and Michelle Wheeler, Interprofessional Chair for the Associated Student Body at the University of Mississippi Medical Center.

**2018 DIVERSITY AWARDS OF EXCELLENCE  
IN OBSERVANCE OF BLACK HISTORY MONTH**

President C.D. Smith noted that each year the Board observes Black History Month by celebrating the achievements and accomplishments of one individual from each state institution of higher learning who has contributed significantly to the positive advancement of diversity on his/her campus and in the community.

Trustee Shane Hooper, Chair of the Diversity Committee, thanked the members of the committee for their time and effort. Trustee Hooper also thanked Caron Blanton, IHL Director of Communications; Bridget Breithaupt, IHL Senior Executive Secretary; Hannah Griffin, IHL Executive Secretary; and Henry Anderson, IHL Website and Systems Administrator, for their assistance. Trustee Hooper gave special thanks to photographer Mr. Jay Ferchaud from the University of Mississippi Medical Center and Ms. Clotee Lewis, the Diversity Coordinator for the past 17 years. Trustee Hooper noted that this is the last year that Ms. Lewis will coordinate the program as she is set to retire at the end of the year. Finally, Trustee Hooper acknowledged the Chief Diversity Officers in attendance.

Trustee Hooper congratulated all the nominees and presented them with a Certificate of Recognition for their outstanding vision, dedication, and for serving as role models and strong advocates for the advancement of diversity at their respective universities and in the surrounding communities. The nominees were as follows:

Dr. Babu Patlolla

Alcorn State University

Dr. Robert E. Luckett, Jr.

Jackson State University

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

Dr. Linda T. Coats	Mississippi State University
Dr. Brittany S. Moore-Henderson	Mississippi State University, Division of Agriculture, Forestry and Veterinary Medicine
Dr. Dionne Fortenberry	Mississippi University for Women
Dr. Jiabo Liu	Mississippi Valley State University
Dr. RoSusan D. Bartee	University of Mississippi
Dr. Leandro A. Mena	University of Mississippi Medical Center
Dr. Chin-Nu Lin	University of Southern Mississippi

Trustee Hooper recognized Ms. Michelle Johansen, adjunct history instructor, Quality Enhancement Coordinator and the Study Abroad Coordinator at Delta State University, as the 2018 Diversity Educator of the Year. Trustee Doug Rouse recognized Dr. Helen Barnes for receiving the Karen Cummins Community Service Award. Ms. Johansen and Dr. Barnes, were each presented with a resolution and plaque commemorating these awards. A copy of the resolutions is included in the *February 15, 2018 Board Working File*.

### **APPROVAL OF THE MINUTES**

On motion by Trustee McNair, seconded by Trustee Starr, with Trustees Morgan and Rouse absent and not voting, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on January 18, 2018.

### **CONSENT AGENDAS**

On motion by Trustee Lamar, seconded by Trustee Starr, with Trustees Morgan and Rouse absent and not voting, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

#### **ACADEMIC AFFAIRS**

1. **SYSTEM** – Approved the following new academic programs:
  - a. **UMMC** – Executive Master of Science in Population Health Management degree,
  - b. **UMMC** - Doctor of Philosophy in Biomedical Sciences degree, and
  - c. **USM** - Bachelor of Science in Health Sciences degree.

#### **FINANCE**

2. **IHL EXECUTIVE OFFICE** – Approved the request to enter into a lease and maintenance agreement with Entergy Mississippi, Inc. retroactive to August 1, 2017. The purpose of this agreement is to provide power and energy at 13,800 volts and to provide and maintain one 1,500 kVA pad transformer suitable for delivery of power and Energy at 277,480 volts. The term of the agreement is effective upon the date installation is completed and shall run concurrently with the

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

term of the present or any superseding Agreement for Service. The monthly lease amount is \$871.13, which totals \$10,453.56 annually. The contract will be paid with general funds. The agreement, which was reviewed and approved by the Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.

3. **MSU** – Approved the request to modify the total expenditure amount applicable to its agreement with DoubleMap, Inc. for passenger bus tracking and passenger counting software, hardware, services, and maintenance. This request for additional spending authority is necessary for both upgrades to current buses and outfitting new buses for passenger bus tracking and passenger counting software, hardware, services, and maintenance. The term of the agreement remains at ten (10) years – approximately June 23, 2017 through June 22, 2027. The original contract was approved specifically for the training, installation, hardware and future maintenance/licenses required for the initial purchase of the DoubleMap system which totaled \$528,177.97 over the ten-year period. However, the RFP indicated that the university would also make various purchases over the contract period from DoubleMap as new buses came online and new software updates and hardware became available. The Board approved the request to spend up to \$1,800,000, as allowed by the CP-1 over the remaining term of the contract. This agreement is funded by Paid by Starkville-MSU Area Rapid Transit which is a partnership between the Mississippi Department of Transportation and MSU Parking and Transit Services. Through this grant, the MDOT covers 80% of capital and 50% of annual operation cost. This contract is funded as a capital item and covered by 80% grant funds and 20% local cash match from MSU Parking and Transit Services. As the Board is being asked to provide approval to modify the total expenditure amount of the agreement, no additional approval by the Attorney General's Office is required.
4. **MVSU** – Approved the resolution authorizing the filing of an application to the Mississippi Department of Transportation for a grant to assist in providing transportation services. Through an agreement with the Mississippi Department of Transportation and the Federal Transit Administration, Mississippi Valley State University provides public transportation services in eight (8) Delta counties: Carroll, Grenada, Holmes, Humphreys, Leflore, Sunflower, Tallahatchie and Washington. The mass transit system serves as a vital means of transportation for students to attend the university. The resolution, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
5. **UM** – Approved the request for the Department of Facilities Planning to enter into a contract with Hoar Program Management, LLC to provide Owner's Representative services for the new STEM building construction project. A restriction on hiring paragraph (12.1) is included in this contract to protect the University against potential loss of employees. This agreement is effective beginning on February 16, 2018 and ends at the anticipated completion of construction and close-out on June 16, 2020. The commissioning fees total is \$1,025,706. Should UM determine necessary, there is an option for Warranty Period Services in the amount of \$94,452. The funding source for this contract is Internal R&R funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
6. **UM** – Approved the request for the Health Service Department to enter into a contract with Mediat, LLC. The Oxford campus is a HIPAA hybrid entity with specific defined covered entities within the campus. The covered entities within these areas need to access, store and maintain electronic medical records to provide services. Covered entities are Student Health and Employee Health, Athletics, Speech and Hearing, and Counseling. This contract has a one-year initial term with automatic annual renewals unless notice is provided by either party at least sixty (60) days

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

prior to the end of then-current term. The five-year cost is \$226,950; however, there is the likelihood the software will be utilized longer than five years. The funding source for this contract will be E&G funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

7. **UM** – Approved the request for the Office of Admissions to enter into a contract with Ruffalo Noel Levitz, LLC to provide consulting services with respect to recruitment strategies for transfers, high school students, and their parents. These services will include the design, creation and implementation of a marketing campaign for student recruitment. The initial term of the Agreement shall be in effect from February 16, 2018 through December 31, 2018 for Statements of Work 1 and 3 and in effect from September 1, 2018 through August 31, 2019 for Statement of Work 2. Each Statement of Work may be renewed for two separate one-year terms at the same price as the initial term. Annual renewals shall be contingent upon the University's satisfaction with the services performed and the need to continue services. The contract amount for the initial term of the agreement is \$332,850. If all options to renew are exercised, the total contract amount would be \$998,550. Annual renewals shall be contingent upon the university's satisfaction with the services performed and the need to continue services. The contract will be funded by E&G sources. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
8. **UMMC** – Approved the request to enter into a Children's Hospital Independent Testing & Inspection Services Agreement with Bhate Geosciences Corporation (Bhate) for the provision of construction materials testing and inspection services for the Children's of Mississippi Expansion Project. These services include testing and inspecting soils and foundations, cast-in-place concrete, pre-cast concrete, masonry, structural steel, sprayed fire-resistant material, and pavement materials used in construction. The term of the agreement is three (3) years, beginning March 1, 2018, and expiring February 28, 2021. The estimated cost of the agreement over the three (3) year term is \$498,980.00, including service fees and potential travel costs. This agreement will be funded by long-term and intermediate term fixed bond rates, state appropriations, patient revenues, and development funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
9. **UMMC** – Approved the request to enter into a Master Agreement with Computer Task Group, Incorporated for augmentation of information technology staffing, to be utilized on an as-needed basis. UMMC utilizes staff augmentation for work on Epic related projects, such as Community Connect, Gulfport Clinics crossover, any potential Epic upgrades, and various other Epic resource needs. The term of this agreement will be for three (3) years beginning March 1, 2018 and ending February 28, 2021. The estimated cost of this agreement is \$750,000. Fees are based upon hourly rates for the various levels of staff that may be utilized. This agreement will be funded through patient revenue for work performed for UMMC, but for work performed for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
10. **UMMC** – Approved the request to enter into a Mobile Lithotripsy Services Agreement with HealthTronics Mobile Solutions, LLC to provide Extracorporeal Shock Wave Lithotripsy (ESL) procedural services and a mobile, digital lithotripter unit and imaging equipment for use on UMMC patients to treat kidney stones found in the urinary tract. The term of the contract will be five (5) years from March 1, 2018, through February 28, 2023. The total estimated cost of the five

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

(5) year agreement is \$981,000. UMMC calculated the total estimated cost based on the volume of historical procedures performed at UMMC plus ten percent (10%) potential volume growth each year. The base fee for the ESL services is \$1,500 per lithotripsy procedure. If a patient must undergo additional treatment within ninety (90) days from the patient's initial procedure due to continued symptoms, each additional procedure shall be charged fifty percent (50%) of the base fee. Treatment of bilateral stones constitutes one and a half procedures. Treatment of a stone in the kidney and a distal stone also constitutes one and a half procedures. The contract will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

11. **UMMC** – Approved the request to amend its Letter of Arrangement agreement with Implementation Management Assistance, Inc. to extend the term of the agreement by two (2) years and to increase the spend amount of the agreement to \$700,000. The purpose of the agreement is to perform a Transfer Diagnosis-related Group (DRG) revenue recovery review of UMMC's relevant transfer cases to identify and recover any lost monies that are rightfully due to UMMC as a result of improperly-paid Transfer DRGs for UMMC inpatients. IMA Consulting identifies and recovers missed Transfer DRG revenue, as well as finds other net revenue and/or revenue recovery opportunities. The total amended term of the agreement is five (5) years, December 1, 2015 through November 30, 2020. The total estimated amount of the amended contract over the five (5) year term is \$700,000. The original contract cost was projected to be \$350,000, and UMMC anticipates the need for an additional \$350,000 for the extended term. IMA Consulting's rate is a contingency fee of 17.5% of all additional reimbursement recovered by UMMC. To date, IMA Consulting has identified and assisted UMMC in the recovery of a total of \$1,988,813.14 in Transfer DRG revenue for UMMC, for which UMMC has paid IMA Consulting \$348,042.30. UMMC estimates that up to an additional \$2,000,000 will be recovered as additional revenue due to underpayments previously received. The agreement will be funded by hospital patient revenues received through additional reimbursement as a result of IMA Consulting's services. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
12. **UMMC** – Approved the request to enter into a five (5) year agreement with Kyruus, Inc. to purchase licenses, maintenance, and implementation for the Kyruus system, consisting of KyruusOne and ProviderMatch, which will assist UMMC schedulers in coordinating patients with the appropriate provider for treatment. Utilizing the Kyruus system, UMMC schedulers are able to input patient symptoms and treatment criteria to optimally match each patient with the appropriate provider for treatment, as well as allow UMMC to track paths of patients and providers throughout the treatment process. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved prepayment of the implementation fees. The initial term of the agreement is three (3) years and six (6) months with the option to renew for two (2) additional one (1) year terms. The Board approved the entire five (5) year and six (6) month term from February 19, 2018, through August 18, 2023. The total estimated cost of this agreement over the entire five (5) year term is \$1,270,000. UMMC will pay license and maintenance fees in an amount of \$236,000 per year and a one-time implementation fee of \$90,000. This contract will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

13. **UMMC** – Approved the request to enter into a new Consumable Commitment Agreement with Nova Biomedical Corporation. The agreement allows UMMC to purchase supplies for point-of-care finger-stick glucose analyzers used for bedside testing of the glucose analyte. The term of the contract is five (5) years, from on or about March 1, 2018, to February 28, 2023. The total estimated cost of the five (5) year agreement is \$917,207.50, including UMMC's minimum committed purchases and additional anticipated purchases. UMMC has calculated a five percent (5%) increase in volume each year of the agreement for potential patient volume growth. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
14. **UMMC** – Approved the request to enter into a Master Client Services Agreement with Pivot Point Consulting, LLC for augmentation of information technology staffing, to be utilized on an as needed basis. UMMC utilizes staff augmentation for work on Epic related projects, such as Community Connect, Gulfport Clinics crossover, any potential Epic upgrades, and various other Epic resource needs. The term of this agreement will be for three (3) years, beginning on March 1, 2018, and ending February 28, 2021. The estimated cost of this agreement is \$750,000. Fees are based upon hourly rates for the various levels of staff that may be utilized. This agreement will be funded through patient revenue for work performed for UMMC, but for work performed for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
15. **UMMC** – Approved the request to enter into a professional services agreement with Sellers Dorsey & Associates, LLC for the purpose of developing and assisting with the implementation of a Medicaid Managed Care Physician Supplemental Payment Program for the State of Mississippi. The program is very similar to the current Medicaid Fee-For-Service physician upper payment limit program implemented in 2015 that benefited the State of Mississippi. The new program will allow UMMC to maximize federal Medicaid payments for physician payments occurring through Medicaid Managed Care. Under the proposed agreement, Sellers Dorsey will design the Medicaid Managed Care Physician Supplemental Payment Program, assist in obtaining federal approval for the program, and aid in implementing the program by targeting physician practices affiliated with UMMC. The term of the agreement is three (3) years, March 1, 2018 through February 28, 2021. The total estimated cost of this agreement is \$3,834,414. Under the agreement, UMMC will pay Sellers Dorsey a contingency fee of 4.75% of the new federal funds generated for UMMC from participation in the Medicaid Managed Care Physician Supplemental Payment Program, as well as travel expenses. UMMC anticipates an additional \$26,655,535 in reimbursement under the program, which will require a contingency fee of \$3,798,414. UMMC has anticipated up to \$36,000 in travel under the agreement. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
16. **UMMC** – Approved the request to enter into a new Real Property Lease with TCP Block 1 North, LLC to lease approximately 5,382 square feet of clinical space located at The Township at Colony Park, 201 Northlake Avenue, Suite 211, Ridgeland, Mississippi. The property is managed by Kerioth Corporation. The clinic has been in operation at this location since January 2008 and is currently utilized for dermatology. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved prepayment of rent on the first day of each month. The

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

term of the lease will be 60 months, from March 1, 2018, through February 28, 2023. The total estimated cost of the lease over the 60-month term is \$976,569.73, including rent and a pro rata share of operating expenses. Beginning in Year 2, UMMC has included an annual price increase of three percent (3%) for rental payments and five percent (5%) for operating expenses. The lease will be funded by patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

17. **USM** – Approved the request to amend its current Agreement with EdgeRock Technologies, LLC to increase funding for the services in the existing contract. The purpose of the contract is to purchase consulting and staff augmentation services to help the Office of Research Administration complete a business process redesign in the University ERP system that eliminates customized processes that hinder more effective usage of the existing grants management system. The agreement became effective June 13, 2016 and ends December 31, 2018. The original total contract cost was not to exceed \$250,000 without IHL approval. With the proposed amendment, the total cost will now be \$288,700. The contract will be funded by a combination of research funds and development funds. As the Board is being asked to approve additional expenses under an on-going agreement, no approval by the Attorney General's Office is required.
18. **ASU** – The Mississippi Information Technology Services (MS-ITS) Board approved the provision of a hosted Learning Management System for Alcorn State University. The Attorney General's staff assigned to the MS-ITS reviews such agreements prior to execution. The Software License and Application Service Provider Agreement is between Instructure and MS-ITS on behalf of ASU. A copy of the approval document is included in the bound *February 15, 2018 Board Working File*.
19. **MSU** – The Mississippi Information Technology Services (MS-ITS) Board approved the acquisition of a Learning Management System for Mississippi State University. The Attorney General's staff assigned to the MS-ITS reviewed the agreement prior to execution. The Software License and Application Service Provider Agreement is between Instructure and MS-ITS on behalf of MSU. A copy of the approval document is included in the bound *February 15, 2018 Board Working File*.

**REAL ESTATE**

20. **MSU** – Approved the initiation of **IHL #205-289, Bulldog Way**, and the appointment of Pickering Firm, Inc. as the project professional. This project will construct a new road on the east side of campus along with sidewalks, lighting, and any other amenities for a complete and functional road. The proposed project budget is \$1.4 million. Funds are available from Federal Highway Administration funds (\$1,400,000).
21. **UM** – Approved the initiation of **IHL #207-442, Manning Center – Training/Hydrotherapy Room Renovation**, and the appointment of A2H, LLC as the design professional. The renovation will include interior re-planning, finishes upgrades, and new furniture. The hydrotherapy space is not fully visible by staff working in the tape room. A new glass partition will be added to increase safety by allowing staff to see athletes undergoing hydrotherapy in the tubs while they are attending to others in the taping room. Two new hydrotherapy tubs will be added, and the space will be increased in size by moving an interior partition. The proposed project budget is \$1.3 million. Funds are available from Self-Generating Athletic Revenues (\$1,300,000).

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

22. **UM** – Approved the request to increase the project budget for **IHL #207-436, Kinard Water Treatment Plant Replacement**, from \$1,100,000 to \$1,600,000, for an increase of \$500,000. This is the first budget escalation request made for this project by the university. The project consists of removing the existing treatment plant equipment and replacing it with new 1000 gpm capacity treatment equipment consisting of a new cast-in-place concrete clearwell, a new aerator, a new chemical feed system for chlorine, pH adjustment and fluoride. The project will also install new high service pumps and will tie the new equipment into the existing SCADA control system. Funds are available from Internal R&R (\$1,600,000).
23. **MSU** – Approved the request to grant a perpetual utility right-of-way easement to 4-County Electric Power Association to allow access for the location of an underground utility line that services the new nSPARC Data Center in the Thad Cochran Research, Technology and Economic Development Park. The easement is on a parcel of land 20' wide, more particularly described as being 10' right and 10' left of the center line of the proposed underground electric distribution line. This easement is located on the property more particularly described below: *Section 16, Township 19 North, Range 14 East, Quarter-Quarter Section NE ¼ of NW ¼ or SE ¼ of NW ¼ in Oktibbeha County, Mississippi*. 4-County Electric Power Association shall have the right to locate, relocate, construct, reconstruct, re-phase, repair, inspect, operate, and maintain under the above described lands and/or in, upon, or under all streets, roads or highways abutting said lands, an electric underground distribution line(s) or system, including subsequent extensions and tap extensions from the original line(s) or system and to cut, trim and control the growth by chemical means, machinery or otherwise, of trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line(s) or system, whether in or outside the specific right-of-way easement, including any control of the growth of the vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed along with the further right to license, permit or otherwise agree to joint use of the underground line(s) or system by any other person, association or corporation for utility purposes, cable TV, telephone, fiber optics, communication equipment and lines, or any such similar activity. Also, 4-County Electric Power Association, under this easement shall have the right to place above-ground padmounts, switches, and other ancillary and necessary equipment associated with the underground conduit. Grantor (MSU) expressly reserves for itself, its successors and assigns, the right to use the easement area, so long as such use does not unreasonably interfere with the rights herein granted. Cooperative (4-County Electric Power Association) shall be responsible for any damage to Grantor's property or that of third parties resulting from exercise of their rights herein granted, including but not limited to soil erosion, subsidence, or damage resulting therefrom. Cooperative shall promptly repair and restore to its original condition any of Grantor's property that may be altered, damaged, or destroyed in connection with the exercise of the Easement or use of the easement area. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
24. **USM** – Approved the exterior design for the **Alumni Event Venue** project. The Southern Miss Alumni Foundation will construct a new pavilion in Spirit Park on the Hattiesburg campus. The anticipated budget for the project is \$500,000 and is privately funded through the Southern Miss Alumni Foundation. A copy of the renderings is included in the bound *February 15, 2018 Board Working File*.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

25. **USM** – Approved the exterior design of the **Southern Mississippi Athletic Wellness Center** project on the Hattiesburg campus. The proposed project budget is \$6,228,015 and is privately funded through the Southern Miss Athletic Foundation. A copy of the renderings is included in the bound *February 15, 2018 Board Working File*.

**LEGAL**

26. **MSU** – Approved the request to modify a contract with Ware | Immigration, to provide services necessary in preparing labor certification documents on behalf of MSU for its employees who seek permanent residence status and related immigration matters. This Modification #5 will extend the term of the contract for one (1) year or through March 20, 2019. The Payment Terms section is modified as reflected by the Schedule of Legal Fees below. The total amount payable during the extension period shall not exceed \$50,000.00. All other provisions of the Agreement for Legal Services dated March 21, 2013 shall remain in effect. This Modification has been approved by the Office of the Attorney General.

**Schedule of Legal Fees for Academia**

**Nonimmigrant Petitions and Processes**

H-1B petition	\$1500.00
H-1B extension or amendment petitions (we handled original petition)	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition (we handled original)	\$1000.00
E-3 petition or consular processing	\$1500.00
E-3 extension petition (we handled original)	\$1000.00
O-1 petition	\$4000.00
O-1 extension or amendment petition (we handled original)	\$1500.00
Change of status or extension of status for dependents (I-539)	no additional charge
J-1 waiver (IGA or hardship)	\$6,000.00
J-1 waiver (Conrad)	\$6,000.00

**Permanent Residence Process with Labor Certification: Faculty**

\$2000.00	Special Handling labor certification
	\$2500.00 if position must be readvertised
\$500-1500.00	Additional fee if audited
\$2500.00	Immigrant petition

**Permanent Residence Process with Labor Certification: Non-Faculty**

\$4000.00	Labor certification
\$500-\$1500.00	Additional fee if audited
\$2500.00	Additional fee if subject to supervised recruitment
\$2500.00	Immigrant petition

**Permanent Residence Process: Outstanding Professors and Researchers**

\$6000.00	Immigrant petition
-----------	--------------------

**Permanent Residence Process: National Interest Waiver**

\$6000.00	Immigrant petition
-----------	--------------------

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

**Adjustment of Status, any Employment-Based Permanent Residence Matter**

\$2000.00	Adjustment of status and related applications (I-765, I-131, etc.) for employee
\$2500.00	Standalone AOS and related applications, principal.
\$1000.00	Adjustment of status and related applications, spouse, if together with principal application and I 140.
\$ 750.00	Adjustment of status of each child, concurrent with I 140.
\$1500.00	“Standalone” adjustment of status, spouse (not concurrent with I 140).
\$1000.00	“Standalone” adjustment of status, child.

**Employment Authorization and Advance Parole Renewal**

\$500	Employment Authorization Renewal per individual
\$500	Advance Parole Renewal per individual

**General Legal Advice and Unusual Matters Which Fall Outside This Fee Schedule**

Such matters will be billed at our hourly rates: David Ware \$300 per hour billed; WI Partners \$250 per hour billed; Associate Attorneys \$175 per hour billed; and Paralegals \$100 per hour billed.

27. **MVSU** – Approved Dr. Jerryl Briggs as one of its legislative liaisons, in compliance with Board Policy 201.0506 Political Activity.

**PERSONNEL REPORT**

28. **EMPLOYMENT**

**Jackson State University**

Lynda Brown-Wright; *hired with tenure*; Provost and Vice President for Academic Affairs and Professor Psychology, salary \$200,000 per annum, pro rata; E&G Funds; 9 month contract; effective March 5, 2018

**Mississippi Valley State University**

Johnny D. Jones; *hired with tenure*; Associate Professor and Assistant Vice President/Dean of University College; salary \$95,000 per annum, pro rata; E&G Funds; 12 month contract; effective February 1, 2018

**University of Mississippi**

Vishakha Rawool; *hired with tenure*; Chair of Communication Sciences and Disorders and Professor; \$150,000 per annum, pro rata; E&G Funds; 12 month contract; effective June 1, 2018

29. **CHANGE OF STATUS**

**Jackson State University**

Wheeler Brown; Athletics Director; salary \$175,000 per annum, pro rata; E&G Funds; 12 month contract; termination effective February 15, 2018

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

30. **SABBATICAL**

**University of Mississippi**

Mikaela Adams; Assistant Professor of Native American History; *from* salary \$64,551 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$32,276 for sabbatical period; E&G Funds; effective August 17, 2018 to May 11, 2019; professional development (Contingent on being awarded tenure before July 1.)

Joel Amidon; Associate Professor of Secondary Education, *from* salary \$68,935 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$34,468 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

Joseph B. Atkins; Professor of Journalism; *from* salary \$91,050 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$45,525 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development

Stephen Brewer; Professor of Biology, *from* salary \$94,358 per annum, pro rata; E&G Funds; 9 month contract *to* \$47,179 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

Mercer Bullard; Professor of Law and Butler, Snow, Omara Distinguished Lecturer; \$146,234 per annum, pro rata; E&G Funds; 9 month contract; *to* salary \$73,117 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

Jeff Carter; Associate Professor of Political Science; *from* salary \$68,390 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$34,195 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development

Wei-Yin Chen; Professor of Chemical Engineering; *from* salary \$144,415 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$72,208 for sabbatical period; E&G Funds; effective August 17, 2018, to December 31, 2018; professional development

Jesse Cromwell; Assistant Professor of Colonial Latin American History; *from* salary \$58,048 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$29,024 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development

Conor Dowling; Associate Professor of Political Science; *from* salary \$74,725 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$37,363 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

Robbie Ethridge; Professor of Anthropology; *from* salary \$95,104 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$47,552 for sabbatical period; E&G Funds; effective August 17, 2018 to May 11, 2019; professional development

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

Jonathan Fenno; Associate Professor of Classics; *from* salary \$67,041 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$33,521 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development

Ellen Foster; Associate Professor of Curriculum and Instruction; *from* salary \$68,140 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$34,070 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

Ryan Garrick; Assistant Professor of Biology; *from* salary \$66,734 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$33,367 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development (Contingent on being awarded tenure before July 1.)

Darren Grem; Assistant Professor of United States South History; *from* salary \$65,227 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$32,614 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development (Contingent on being awarded tenure before July 1.)

April Holm; Assistant Professor of History; *from* salary \$57,304 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$28,652 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019, and August 17, 2019 (or beginning of contract date) to December 31, 2019; professional development (Contingent on being awarded tenure before July 1.)

Rhona Justice-Malloy; Professor of Theatre Arts; *from* salary \$88,975 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$44,488 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

Ivo Kamps; Chair and Professor of English; *from* salary \$134,153 per annum, pro rata; E&G Funds; 12 month contract *to* salary \$50,307 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development

Sasa Kocic; Assistant Professor of Mathematics; *from* salary \$67,200 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$33,600 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development (Contingent on being awarded tenure before July 1.)

Elise Lake; Associate Professor of Sociology and Research Associate Professor of Population Studies; *from* salary \$75,188 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$37,594 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

Marc Lerner; Associate Professor of History; *from* salary \$72,401 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$36,201 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019, and August 17, 2019 (or beginning of contract date) to December 31, 2019; professional development

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

Thomas Marshall; Professor of Physics and Astronomy; *from* salary \$114,710 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$57,355 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development

Diane Marting; Associate Professor of Modern Languages; *from* salary \$76,534 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$38,267 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional

John O'Haver; Chair and Professor of Chemical Engineering and Director of the Center for Mathematics and Science Education; *from* salary \$200,765 per annum, pro rata; E&G Funds; 12 month contract *to* salary \$75,287 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

Glenn Parsons; Professor of Biology; *from* salary \$106,194 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$53,097 for sabbatical period; E&G Funds; effective August 17, 2018, to December 31, 2018; professional development

Tanya Ruetzler; Associate Professor of Nutrition and Hospitality Management; *from* salary \$72,724 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$36,362 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development

Hailin Sang; Assistant Professor of Mathematics; *from* salary \$66,255 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$33,128 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development (Contingent on being awarded tenure before July 1.)

Kathleen Wickham; Professor of Journalism; *from* salary \$83,025 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$41,513 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

Donovan Wishon; Assistant Professor of Philosophy; *from* salary \$59,507 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$29,754 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development (Contingent on being awarded tenure before July 1.)

Timothy Yenter; Assistant Professor of Philosophy; *from* salary \$59,507 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$29,754 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development (Contingent on being awarded tenure before July 1.)

Louis Zachos; Associate Professor of Geology and Geological Engineering; *from* salary \$86,620 per annum, pro rata; E&G Funds; 9 month contract *to* salary \$43,310 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

**ADMINISTRATION/POLICY**

31. **SYSTEM** – Approved the appointment of Dr. Jerryl Briggs, President of Mississippi Valley State University, to the Education Achievement Council. There is no term length for this position.

**ACADEMIC AFFAIRS**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve items #1 - #2 as submitted on the Academic Affairs Agenda.

1. **SYSTEM** – Approved for final reading the proposed amendments to Board Policy 517 Teacher and Administrator Preparation Programs. Revisions to the policy are based on changes made by the Mississippi Department of Education to the name of the teacher and administrator preparation program and the educator program-specific accreditation organization and the change in nomenclature for these programs.

517     ~~TEACHER AND ADMINISTRATOR~~ EDUCATOR PREPARATION PROGRAMS

All ~~teacher and administrator~~ educator preparation programs shall be appropriately accredited by the ~~National Council for Accreditation of Teacher Education (NCATE) or the Teacher Education Accreditation Council (TEAC)~~ national accrediting body approved by the Mississippi Department of Education and meet all Mississippi Department of Education standards so program graduates may receive appropriate licensure from the Mississippi Department of Education.

2. **SYSTEM** – Approved for final reading the proposed amendments to Board Policy 608 Intermediate Courses. Revisions are based on changes to State Board of Education policy approved in April 2017. SREB Math and Literacy Ready courses are now available to students who earn less than a 15 on the corresponding ACT sub-score. The State Board of Education has changed the name of the SREB courses for students with a minimum ACT sub-score of 15 to Essentials for College Math and Essentials for College Literacy. Additional revisions align board policy with current strategies to reduce time-to-degree and promote student success. **(See Exhibit 1.)**

**FINANCE AGENDA**

Presented by Trustee Christy Pickering, Chair

On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve items #1 - #2 as submitted on the Finance Agenda. On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve items #3 - #4. On motion by Trustee Pickering, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve item #5.

1. **SYSTEM** – Approved for first reading the new Board Policy 714 Origination, Expansion, or Acquisition of Business or Healthcare Enterprise. **(See Exhibit 2.)**
2. **SYSTEM** – Approved for first reading revisions to Board Policy 906 Educational Building Corporations. **(See Exhibit 3.)**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

3. **MSU** – Approved the request to enter into a long-term lease agreement with EDR College View MS, LLC to develop student housing at the former Aiken Village site and to modify the legal descriptions attached as Exhibits A and B following the completion of an updated survey. MSU and EDR plan to redevelop the former Aiken Village site into a mixed-use student housing project which will include over 1,600 beds of new student housing for upperclassmen and approximately 46,000 square feet of retail and commercial space. This development will be phased. Only Phase 1 is being presented for approval at this time. Phase 1 will include approximately 665 beds, the entire 46,000 square feet of retail and commercial space, and a 7,000 square foot addition to the existing childcare center. The University will lease the land to EDR for 40 years with a ten-year option to renew as authorized by 2016 House Bill 884. The term of the contract will begin upon execution and expire on the 40<sup>th</sup> anniversary if not extended. If extended, the term shall last for an additional 10 years. To extend, EDR shall give notice to MSU of their intent to extend during the 38<sup>th</sup> year of the Lease. The pro forma which demonstrates the estimated financial implications of The Project is on file at the Board Office. Internal funds will fund the agreement. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
4. **MSU** – Approved the request to enter into a long-term sublease agreement with EDR College View MS, LLC for a childcare facility at the former Aiken Village site and to modify the legal descriptions attached as Exhibits A and B following the completion of an updated survey. MSU and EDR plan to redevelop the former Aiken Village site into a mixed-use student housing project which will include over 1,600 beds of new student housing for upperclassmen and approximately 46,000 square feet of retail and commercial space. This development will be phased. Only Phase 1 is being presented for approval at this time. Phase 1 will include approximately 665 beds, the entire 46,000 square feet of retail and commercial space, and a 7,000 square foot addition to the existing childcare center. The University will lease the land to EDR for 40 years with a ten-year option to renew as authorized by 2016 House Bill 884. The University will then sublease the approximately 7,000 square foot addition to the existing childcare center back from EDR. The term of the agreement will begin upon delivery of the childcare facility and extend for the duration of the Ground Lease. The pro forma which demonstrates the estimated financial implications of The Project is on file at the Board Office. Internal funds will fund the agreement. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
5. **MSU** – Approved the resolution regarding access to classified contract information under the requirement of the National Industrial Security Program (NISP). Pursuant of the Department of Defense Regulations, the Board approved a Resolution that 1) requires certain present and future MSU officers both meet the requirements for eligibility for access to classified information and be processed for Personnel Security Clearance; and 2) permits formal exclusion of members of the IHL Board and Commissioner from both access to classified information disclosed to MSU and from processing for Personnel Security Clearance. Upon approval of the proposed Resolution, MSU will be in adherence to the Department of Defense NISP for having a Facility Security Clearance (FCL). Having the FCL designation makes MSU eligible for contracts from the Department of Defense, Department of Homeland Security, Nuclear Regulatory Commission, NASA and other agencies under NISP. NISP was established by Executive Order in 1993 for the protection of classified information, and is applicable to all cleared contractor facilities, including MSU. With the FCL status, MSU's classified activities will be governed by the provisions of the

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

National Industrial Security Program Operating Manual, which prescribes the requirements, restrictions and other safeguards to prevent unauthorized disclosure of classified information. The Resolution was reviewed by the Attorney General's Office and recommended for consideration by the Board. A copy of the resolution is included in the bound *February 15, 2018 Board Working File*.

**REAL ESTATE AGENDA**

Presented by Trustee Hal Parker, Chair

Trustees Hooper recused himself from voting on item #1 by leaving the room before there was any discussion or vote regarding the same. After Trustee Hooper left the room, on motion by Trustee Parker, seconded by Trustee Rouse, with Trustee Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Real Estate Agenda.

1. **MSU** – Approved the exterior design for the **#305-386, P3 College View Project**. McCarty Architects is the design professional. A copy of the renderings is included in the bound *February 15, 2018 Board Working File*. The project is composed of a mixed-use collegiate housing project to be known as College View that will include approximately 665 beds and 50,000 GSF of retail and commercial space, plus preschool/daycare with associated amenities to be agreed upon by the parties located on certain real property owned by the University with an anticipated completion date of August 2019.

**LEGAL AGENDA**

Presented by Trustee Alan Perry, Chair

By consensus, item #1 was moved to Executive Session for consideration.

1. **UM** – Settlement of IHL Self-Insured Workers' Compensation Claim No. 55-14019-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

**ADMINISTRATION/POLICY AGENDA**

Presented by Commissioner Glenn F. Boyce

1. **SYSTEM** – Election of Vice President of the Board of Trustees for the Term Beginning May 8, 2018. President Smith opened the floor for nominations for the office of Vice President of the Board. Trustee Ford Dye nominated Trustee Hal Parker for the position. There being no further nominations, the nominations were closed. On motion by Trustee Dye, seconded by Trustee Hooper, all Trustees legally present and participating voted in the affirmative, therefore, it was

**RESOLVED**, that Trustee Hal Parker was elected as Vice President of the Board beginning May 8, 2018;

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

**BE IT FURTHER RESOLVED**, that all Trustees legally present and participating voted unanimously to temporarily suspend the presidential term length requirements set forth in Board Bylaw 301.01 Officers of the Board pursuant to Bylaw 301.0510 Meeting Rules of Order subsection (d) Motion to Suspend Policies, Bylaws or Rules and to approve the presidential term length of one year each in length.

**INFORMATION AGENDA**

Presented by Commissioner Glenn F. Boyce

**ACADEMIC AFFAIRS**

1. **SYSTEM** – The Higher Education Appreciation Day, Working for Academic Excellence (HEADWAE) was established by the Mississippi Legislature to honor academically talented students and faculty members of Mississippi's higher education institutions who have made outstanding contributions in promoting academic excellence. The HEADWAE recipients were honored on February 20, 2018 at the Jackson Marriott, where Governor Phil Bryant was the guest speaker. System honorees for 2018 are listed below.

INSTITUTION	STUDENT HONOREE	FACULTY HONOREE
ASU	Kevin Westley Washington	Benedict Udemgba
DSU	Ashley Dominique Griffin	Emily Annette Newman
JSU	Harrison Rhodes Watson	Lin Li
MSU	Tyler McMurray	Brent Jonathan Fountain
MUW	Lisa Shrestha	Erin M. Kempker
MVSU	Henry Tobeckukwu Akaeze	Candace Carter Stevens
UM	Dion Armstrong Kevin III	John M. Rimoldi
UMMC	James Robert Ware II	Mary (Molly) McCaffery Moore
USM	Caroline Bradley	Kelly Ferris Lester

2. **SYSTEM** – 2017 Annual Performance Reports for Mississippi Educator Preparation Programs.

TEACHER EDUCATION PROGRAM	ASU	DSU	JSU	MSU	MUW	MVSU	UM	USM
NCATE/CAEP Accreditation Achieved	2015	2015	2016	2015	2013	2015	2015	2012
Next CAEP Accreditation Visit	2022	2021	2022	2022	2020	2020	2022	2020
2016-17 Program Completers Traditional/Alternate Route	12/11	70/9	20/29	231/66	24	3/17	248/28	250/14
<b>Total Program Completers 2016-2017:</b>						<b>999</b>		
<b>Traditional:</b>						<b>865</b>		
<b>Alternate Route:</b>						<b>134</b>		

3. **SYSTEM** – New certificate programs.
  - a. **ASU** – Global Perspectives Certificate. The Global Perspectives Certificate is a non-degree multidisciplinary Global Studies program to add value to the student's undergraduate major of study. The program is expected to integrate global competence into the students' disciplinary training. Program completers are expected to enhance their competitiveness in

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

the job market, especially positions in the foreign service or other positions requiring global competency skills. The program targets all majors, but specifically students majoring in Agriculture, Business, Political Science, History, and the STEM disciplines.

- b. **MSU – Graduate Certificate in Clinical Health Promotion.** This program is designed to train wellness coaches to perform clinical health promotion and fill jobs in medical offices in the state through an initiative to improve health outcomes in the states. Students can also continue in completion of the Master of Science in Health Promotion.
- c. **USM – Apparel Construction and Design Certificate.** This certificate provides students with the education needed to begin a career in a field related to apparel design. The apparel Construction and Design Certificate is open to all majors and members of the community that have an interest in developing their apparel construction and design skills.
- d. **USM – The Leadership Experience Certificate.** Students who successfully complete The Leadership Experience Certificate program will be able to (1) demonstrate knowledge and understanding of leadership foundational theories and their day-to-day application; (2) develop a sense of self-awareness by creating a personal leadership philosophy and vision for their continued development as a leader; (3) show an increased awareness and commitment towards effective citizenship and social responsibility.
- e. **USM – Unmanned Marine Systems Certificate.** This course will provide students with a working knowledge on the operation of a variety of autonomous marine survey vehicles and to help them to understand the environment in which vehicles operate and how that environment factors into decisions and mission planning. Students will learn foundational material upon which to build more detailed training on specific platforms, including UUVs (Unmanned Undersea Vehicles including powered vehicles as well as gliders) and USVs (Unmanned Surface Vehicles).

**FINANCE**

- 4. **UMMC –** On November 18, 2010, the Board approved the Master Lease between UMMC and the Jackson Medical Mall Foundation (JMMF). On October 20, 2016, the Board approved UMMC's request to amend Exhibit H to the Master Lease as needed for construction allowances, rent rate adjustments, or the addition of space without prior Board approval up to the previously approved total lease cost. In January 2018, UMMC and JMMF amended Exhibit H to the Master Lease to for construction allowances to existing leased space. No other term and conditions of the Master Lease were changed.

**REAL ESTATE**

- 5. **SYSTEM –** The Board received the Real Estate items that were approved by the Board staff subsequent to the January 18, 2018 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 4.)

**LEGAL**

- 6. **SYSTEM –** The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 5.)

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

**ADMINISTRATION/POLICY**

7. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
- a. **ASU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On January 19, 2018, Commissioner Glenn F. Boyce approved the Lease Agreement with Twyla D. Graise for the lease of approximately 1,150 square feet of space in the Dorothy Gray Home Management Building on the Lorman Campus to be used as a hair care salon and beauty supply business. This is a revenue generating lease for the university with a term of two years beginning January 1, 2018, with annual rent being \$8,400 or \$700 per month. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
  - b. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On January 19, 2018, Commissioner Glenn F. Boyce approved the Standard Staffing Services Agreement with TEKsystems, Inc., extending the term of the existing agreement for three years, or through February 1, 2021, with the same terms and conditions as those previously approved by the Board of Trustees, including pricing. The original agreement was approved by the Board on January 22, 2015 for a term of three years and will expire on February 1, 2018. Additional amendments have also been approved by the Board. UMMC utilizes staff augmentation for work on Epic related projects. Since the requested contract renewal involves an expenditure contract that has been approved by the Board, and since the renewal terms are not changing from those already approved by the Board, the Commissioner is authorized, per Board Policy 707.01, to approve the same on behalf of the Board. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
  - c. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On January 19, 2018, Commissioner Glenn F. Boyce approved the request to enter into an agreement with the City of Jackson for a one-day rental of Thalia Mara Hall on March 18, 2018, as the venue at which UMMC will hold its School of Medicine Match Day Ceremony. The rental period is from 11:00 a.m. until 3:00 p.m. on that date at a total cost of \$700 to be prepaid in two installments as set out in the agreement. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
  - d. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On January 19, 2018, Commissioner Glenn F. Boyce approved the Lease Agreement with AITC Polymers, LLC for approximately 1,415 square feet of lab and equipment space in USM’s Accelerator

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

building. This is a one-year agreement that renews automatically for additional one-year terms at the same rental rate for up to two renewal terms unless terminated by AITC upon sixty days written notice. The annual rental amount is \$24,000 with a total contract amount of \$72,000. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

**FINANCE COMMITTEE REPORT**

Wednesday, February 14, 2018

The meeting was called to order by Chairman Christy Pickering at approximately 2:00 p.m. The following items were discussed.

1. The Committee discussed project **#305-386, P3 College View Project** on the MSU campus. The project is composed of mixed-use collegiate housing to be known as College View. **No action was taken.**
2. The Committee discussed the funding allocation model. **No action was taken.**
3. Executive Session

On motion by Trustee Hooper, seconded by Trustee McNair, with Trustees Morgan and Smith absent and not voting, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Hooper, with Trustees Dye, Morgan, & Smith absent and not voting, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reason reported to the public and stated in these minutes, as follows:

Discussion of financial matters at one of the state universities.

**During Executive Session, the following matter was discussed:**

The Committee discussed financial matters at one of the state universities. **No action was taken.** On motion by Trustee Perry, seconded by Trustee McNair, with Trustee Smith absent and not voting, all trustees legally present and participating voted unanimously to return to open session.

4. By consensus, the Committee adjourned the meeting.

The following Committee members were present: Ms. Christy Pickering (Chair), Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Dr. Doug Rouse, and Dr. Walt Starr. Mr. C. D. Smith was absent.

**ACADEMIC AFFAIRS  
COMMITTEE REPORT**

Wednesday, February 14, 2018

The meeting was called to order by Chairman Tom Duff at approximately 4:00 p.m. The following item was discussed.

1. The Committee received the request for authorization to plan the Doctor of Philosophy in Biomedical Science degree at the University of Mississippi Medical Center. **No action was taken.**
2. By consensus, the Committee adjourned the meeting.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

The following Committee members were present: Mr. Tom Duff (Chair), Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Alan Perry, Ms. Christy Pickering, Dr. Doug Rouse, Mr. C. D. Smith, and Dr. Walt Starr. Mr. Hal Parker was absent.

**HEALTH AFFAIRS  
COMMITTEE REPORT  
Wednesday, February 14, 2018**

The meeting was called to order by Chairman Ford Dye at approximately 4:05 p.m. The following items were discussed.

1. The Committee discussed the clinical quality metrics. **No action was taken.**
2. The Committee received an update on the Children's Expansion Project fund campaign and the expansion financing from the University of Mississippi. **No action was taken.**
3. The Committee discussed the graves in the cemetery from the Mississippi State Hospital for the Insane which are located on the main campus of UMMC. **No action was taken.**
4. Executive Session

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

Discussion of strategic business plans related to a public hospital.

**During Executive Session, the following matter was discussed:**

The Committee discussed the first set of strategic business plans related to a public hospital. **No action was taken.**

On motion by Trustee Perry, seconded by Trustee McNair, with Trustee Parker absent and not voting, all trustees legally present and participating voted unanimously to return to open session.

3. On motion by Trustee McNair, seconded by Trustee Perry, with Trustee Parker absent and not voting, all Trustees legally present and participating voted unanimously to adjourn.

The following Committee members were present: Dr. Ford Dye (Chair), Mr. Tom Duff, Mr. Shane Hooper, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Alan Perry, Ms. Christy Pickering, Dr. Doug Rouse, Mr. C. D. Smith, and Dr. Walt Starr. Mr. Hal Parker was absent.

**EXECUTIVE SESSION**

On motion by Trustee McNair, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

Discussion of a litigation matter at one of the state universities,  
Discussion of two personnel matters at a state university, and  
Discussion of a personnel matter at the Board Office.

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

On motion by Trustee Hooper, seconded by Trustee Dye, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve the settlement of the IHL Self-Insured Workers' Compensation Claim No. 55-14019-1 styled as, *Shawn Hood v. UM, et al.*, as recommended by counsel.

On motion by Trustee Hooper, seconded by Trustee Dye, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to authorize Dr. Jerryl Briggs, President of Mississippi Valley State University, to serve on the United Way of Leflore County Board of Directors.

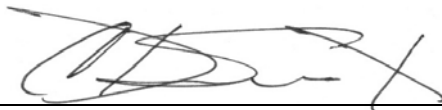
The Board discussed a personnel matter at one of the state universities. **No action was taken.**

The Board discussed a personnel matter at the Board Office. **No action was taken.**

**On motion by Trustee Hooper, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously to return to Open Session.**

**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Starr, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to adjourn the meeting.



---

President, Board of Trustees of State Institutions of Higher Learning



---

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
February 15, 2018**

**EXHIBITS**

- |           |   |
|-----------|---|
| Exhibit 1 | Approval for first reading of amendments to Board Policy 517 Teacher and Administrator Preparation Programs.                    |
| Exhibit 2 | Approval for first reading of new Board Policy 714 Origination, Expansion, or Acquisition of Business or Healthcare Enterprise. |
| Exhibit 3 | Approval for first reading of revisions to Board Policy 906 Educational Building Corporations.                                  |
| Exhibit 4 | Real Estate items that were approved by the IHL Board staff subsequent to the January 18, 2018 Board meeting.                   |
| Exhibit 5 | Report of the payment of legal fees to outside counsel.   |

# EXHIBIT 1

February 15, 2018

## **SYSTEM – APPROVAL FOR FINAL READING OF PROPOSED AMENDMENTS TO BOARD POLICY 608 INTERMEDIATE COURSES**

### **608 INTERMEDIATE COURSES**

- A. All entering ~~freshmen~~ students admitted under Board Policy 602 enrolled at an IHL university with an ACT Mathematics subtest score of 16 or less will be required to take Intermediate ~~Algebra~~ Mathematics during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose Mathematics subtest score is 17, 18 or 19 may be required to take Intermediate ~~Algebra~~ Mathematics. Students with a minimum ACT Mathematics subtest score of 15 who have completed the ~~SREB Math Ready~~ Mississippi Department of Education approved mathematics transitional course with a grade of “80” or higher ~~regardless of ACT Mathematics subtest score~~ will not be required to take Intermediate ~~Algebra~~ Mathematics and should be enrolled in a college-level mathematics course during their first semester of enrollment.
- B. All entering ~~freshmen~~ students admitted under Board Policy 602 enrolled at an IHL university with an ACT English subtest score of 16 or less will be required to take Intermediate English during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose English subtest score is 17, 18 or 19 may be required to take Intermediate English. Students with a minimum ACT English subtest score of 15 who have completed the ~~SREB Literacy Ready~~ Mississippi Department of Education approved literacy transitional course with a grade of “80” or higher ~~regardless of ACT English subtest score~~ will not be required to take Intermediate English and should be enrolled in a college-level English course during their first semester of enrollment.
- C. All entering ~~freshmen~~ students admitted under Board Policy 602 enrolled at an IHL university with an ACT Reading subtest score of 16 or less will be required to take Intermediate Reading during their first semester of enrollment. At the discretion of the admitting IHL institution, students whose Reading subtest score is 17, 18 or 19 may be required to take Intermediate Reading. Students taking Intermediate Reading should not be permitted to take reading-intensive courses, such as History. Students with a minimum ACT Reading subtest score of 15 who have completed the ~~SREB Literacy Ready~~ Mississippi Department of Education approved literacy transitional course with a grade of “80” or higher ~~regardless of ACT Reading subtest score~~ will not be required to take Intermediate Reading.
- D. Students taking two or more intermediate courses must enroll in the yearlong Academic Support Program or some other IHL-recognized intervention strategy to promote success in the courses in which they are not fully prepared, according to ACT subtest scores, and will not be permitted to take more than 17 semester hours.

# EXHIBIT 1

February 15, 2018

- E. Intermediate courses may be delivered through a corequisite model coupled with a credit bearing gateway course.
- F. Regarding course placement using an ACT subtest score, exemptions to this policy based on prior high school course performance, postsecondary course performance, or other academic experiences must be approved by the institution's Chief Academic Officer or designee.

# EXHIBIT 2

February 15, 2018

## **SYSTEM – REQUEST APPROVAL FOR FIRST READING OF NEW BOARD POLICY 714 ORIGATION, EXPANSION, OR ACQUISITION OF BUSINESS OR HEALTHCARE ENTERPRISE**

### **714    Origination, Expansion, or Acquisition of Business or Healthcare Enterprise**

Prior to Board consideration of an institution's request to acquire or engage in new or substantially expanded operations of a business or a healthcare facility, the institution shall promptly notify the Commissioner of such intent with sufficient time for the Commissioner to engage a Subject Matter Expert in the field of the project. Such operations may include, but are not limited to, any creation, expansion, or acquisition of a business or healthcare enterprise, business-type functions of institutional auxiliaries or proprietary operations, significant strategic financial initiatives of an institution, or material financial initiatives entered into by an institution. The institution will provide the Commissioner with sufficient information to allow a determination by the Commissioner as to the projected scope of the project and its projected impact on the revenues, expenses, and indebtedness of the institution. The Commissioner shall make a determination, upon consultation with the Board, whether the potential financial characteristics of the proposed project and the financial condition of the institution requires the appointment of a Subject Matter Expert to assist the Board. If the Commissioner determines that it is appropriate to retain a Subject Matter Expert, the Expert shall be engaged by the Board through the Commissioner and shall represent solely the interests of the Board in its capacity as the fiduciary of the state university system. The Subject Matter Expert shall meet such qualifications and perform other such services as may be prescribed by the Board or the Commissioner. The requesting institution shall reimburse the Board office for all expenses incurred related to the selection and engagement of the Subject Matter Expert. Payment of the Subject Matter Expert shall not be contingent on any outcome other than contractual performance as an impartial advisor. The Subject Matter Expert shall review the underlying business and market assumptions of the proposed project, evaluate historical financial information, consider current and future market conditions in the field of the project, evaluate pro forma financial information used in the decision-making process, and prepare a written analysis of these and other matters relevant for the Board's consideration. The written analysis shall provide advice to the Board – which is independent of any advice provided by or to the institution -- as to the anticipated effect(s) of the proposed transaction and operations on the institution and the entire IHL system. The Subject Matter Expert shall make a determination, based on the analysis contained in the report, as to whether the proposed project justifies approval by the Board and explain the likely impacts and prudence of the proposed transaction.

# EXHIBIT 3

February 15, 2018

## **SYSTEM – APPROVAL FOR FIRST READING OF REVISION OF BOARD POLICY 906 – EDUCATIONAL BUILDING CORPORATIONS**

### 906 EDUCATIONAL BUILDING CORPORATIONS

Authority, Miss. Code Ann., Sections 37-101-61 and 37-101-63 (1972), as amended, grants the state institutions of higher learning the authority to form nonprofit corporations for the purpose of acquiring, or maintaining, equipping, improving or constructing facilities for use by the institution. These educational building corporations are granted the authority to issue bonds or other forms of debt obligations (if required for the type of debt to be issued) for the construction and renovation of facilities.

Financial Advisor. Prior to Board consideration of an institution's request to issue debt of the educational building corporation for the construction, maintenance, equipping, acquisition, and renovation of facilities or to refinance outstanding debt, ~~Board staff, in conjunction with institutional staff, must select a financial advisor(s) to represent the interests of the Board, the educational building corporation and the institution. The financial advisor(s) shall meet such qualifications and perform such services as may be prescribed by the institution, the Board or its staff.~~ the Commissioner shall designate a financial advisor(s) to advise the Board with respect to the likely impacts and the prudence of the proposed transaction. The Financial Adviser will provide advice to the Board -- which is independent of the advice provided by the institution or the educational building corporation - as to the anticipated effect of the proposed transaction on the institution and the entire IHL system. The Commissioner will not approve use of a financial adviser with respect to a transaction if the proposed advisor has or has had substantial other relationships with the institution to the extent that would cause its judgment or independence to be questioned by a disinterested observer. The financial advisor(s) shall meet such qualifications and perform such services as may be prescribed by the Board, and the Board will periodically approve a list of possible firms to provide those services from which the Commissioner may select when the necessity arises.

Payment to the financial advisor(s) shall be made by the institution, or the institution's educational building corporation, without regard for whether the Board approves the construction or renovation or whether the institution or educational building corporation constructs the project, or in the case of refinancing, whether the debt is refinanced.

Financing Projects. Prior to Board consideration of an institution's request to issue debt of the educational building corporation for the construction, maintenance, equipping, acquisition or renovation of facilities, the financial advisor must provide the Board with an independent analysis of the institution's financial condition, to verify that proposed revenue stream(s) are sufficient to repay the debt service and to recommend the project's viability. If the educational building corporation will issue commercial paper, the financial advisor shall also calculate an opinion of the breakeven interest rate to long term bonds to justify the use of commercial paper. The institution shall submit the report of the financial advisor(s) and the request for a project initiation to the Board for approval.

# EXHIBIT 3

February 15, 2018

The request must state the institution's intent, justify the need for the project and give an estimate of the total construction budget. The request must also include naming the design professionals, bond counsel and senior underwriter(s) selected by the board of the educational building corporation.

Following the Board's approval of the project initiation, the institution shall return to the Board at a subsequent meeting and present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations for the specific project. In no case shall the educational building corporation issue bonds or other forms of debt obligations without specific approval of the debt obligations from the Board for specific projects.

Refinancing or Defeasing of Outstanding Debt. Outstanding debt of the educational building corporation may be refinanced in accordance with the provisions of this policy. Prior to Board consideration of an institution's request to issue debt of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, the financial advisor must provide the Board with an independent analysis showing potential net present value (NPV) savings based on current market conditions. The institution's request must include naming the bond counsel and senior underwriter(s) selected by the board of the educational building corporation. After consideration of the financial advisor's analysis and other factors that the Board deems material, the Board may approve the issuance of debt by the educational building corporation, in the discretion of the authorized representatives of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, which authorization may be conditioned on the specific level of NPV savings being achieved. Refinancing or defeasing of debt does not require a subsequent meeting of the Board of Trustees provided the financial advisor has provided a report demonstrating adequate net present value savings and the bond resolution and form of bond documents have been presented to and approved by the Board.

Review and Approval of Documents. In connection with the issuance of debt for any purpose, the institution shall present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations and for approval of the following documents to which the Board will be a party: the lease, the ground lease, the preliminary official statement (if required for the type of debt to be issued), and the continuing disclosure agreement (if required for the type of debt to be issued). The resolution shall also authorize representatives of the Board to execute such documents. Prior to the approval of the resolution by the Board, the educational building corporation shall submit to the Board staff, for informational purposes only, the form of any documents that are to be entered into by the educational building corporation in connection with the issuance of bonds or other debt, but to which the Board is not a party.

Method of Sale. Unless the Board approves otherwise, obligations shall be offered and sold through a competitive sale process or, alternatively, on a negotiated basis to an underwriter, in the case of bonds, or a dealer, in the case of commercial paper.

# EXHIBIT 3

February 15, 2018

**Selection of Financial Institution Participants.** Any selection of a financial institution to serve as trustee under a trust indenture, as escrow agent under an escrow agreement, or as a lender to an educational building corporation, either directly or through the purchase of obligations of the educational building corporation, shall be made by the educational building corporation in its sole discretion and shall not be subject to approval by the Board.

**Continuing Disclosure Obligations.** Securities and Exchange Commission Rule 15c2-12 generally provides that an underwriter cannot sell governmental bonds unless an “obligated person” with respect to the bonds enters into a “Continuing Disclosure Agreement” (CDA) agrees to submit annually audited financial statements of the obligated person and other information as set forth in the CDA and notices of specified material events. With respect to the issuance of bonds by educational building corporations, the Board is an “obligated person” and the CDA will typically require audited financial statements and operating data for the entire IHL system to be submitted annually, rather than information on individual institutions. The material events specified in the CDA also typically relate to the entire IHL system.

To facilitate uniformity, efficiency and timeliness in complying with the requirements of Rule 15c2-12 relating to bonds issued by an educational building corporation, the Board, rather than the educational building corporation, will enter into the CDA and undertake to provide the annual disclosures and material event notices. The Board will hire an independent agent to assist with compliance with its obligations under CDA(s), as well as, compliance by educational building corporations under CDA(s) entered into by educational building corporations prior to the adoption of this policy upon approval by the Board. The Board, and/or its dissemination agent, will also sign up for the EMMA tickler system reminders.

# EXHIBIT 4

February 15, 2018

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE JANUARY 18, 2018 BOARD MEETING SUBMISSION DEADLINE**

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

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

## **DELTA STATE UNIVERSITY**

### **1. DSU– GS 102-260 – Zeigel Hall Renovation**

**NOTE: This is a Bureau of Building project**

**Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on January 12, 2018 to approve the budget increase from \$6,292,500.00 to \$6,365,377.11, for an increase of \$72,877.11.

**Interim Approval Status & Date:** APPROVED, January 12, 2018

**Project Initiation Date:** October 16, 2014

**Design Professional:** Architecture South, P.A.

**General Contractor:** Roy Collins Construction Co., Inc.

**Total Project Budget:** \$6,365,377.11

## **JACKSON STATE UNIVERSITY**

### **2. JSU– GS 103-281 – Alexander Center Renovations PH II (Elevator Replacement)**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$40,800.00 and zero (0) additional days to the contract of Fountain Construction Company, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

**Approval Status & Date:** APPROVED, December 11, 2017

**Change Order Description:** Change Order #1 includes the following items: replace the deteriorated elevator bottom platforms on cars #3 and #4.

**Change Order Justification:** This change was necessary due to the deterioration of the bottom platforms of cars #3 and #4.

**Project Initiation Date:** February 18, 2016

# EXHIBIT 4

February 15, 2018

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$1,650,000.00

## 3. **JSU– GS 103-281 – Alexander Center Renovation-Phase III**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #4**

Board staff approved Change Order #4 in the amount of \$4,500.00 and zero (0) additional days to the contract of Sullivan Enterprises, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, December 11, 2017

Change Order Description: Change Order #4 includes the following items: add asphalt in-fill along the curb on the north side of the parking lot.

Change Order Justification: This change was necessary so vehicle tires would not drop into the gap when parallel parking.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$136,145.75.

Project Initiation Date: February 18, 2016

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Sullivan Enterprises, Inc.

Total Project Budget: \$2,018,827.06

## MISSISSIPPI STATE UNIVERSITY

## 4. **MSU – GS 113-141 – ADS & Poultry Complex Phase I**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$22,245.60 and twenty-nine (29) additional days to the contract of Century Construction & Realty, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 10, 2018

Change Order Description: Change Order #1 includes the following items: the trench was revised for the new communication line along Blackjack Road that was bored; provided a battery backup for the elevator; and twenty-nine (29) days to the contract.

Change Order Justification: This change was necessary to avoid congestions of the other existing underground utilities; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$22,245.60

Project Initiation Date: February 18, 2016

Design Professional: McCarty Architects, P.A.

General Contractor: Century Construction & Realty, Inc.

Phased Project Budget: \$14,500,000.00

Total Project Budget: \$27,500,000.00

# EXHIBIT 4

February 15, 2018

## 5. **MSU – IHL 205-278 – MSU nSPARC Data Center**

### **Approval Request #1: Change Order #5**

Board staff approved Change Order #5 in the amount of \$2,070.43 and nine (9) additional days to the contract of Burks\_Mordecai Builders, Inc.

Approval Status & Date: APPROVED, December 13, 2017

Change Order Description: Change Order #5 includes the following items: installation of two (2) circuit breakers & a migrate panel; credit for a hydrant not relocated; and nine (9) days to the contract.

Change Order Justification: These changes were necessary to replace two (2) circuit breakers incorrectly sized; user/owner requested the electrical panel be serviced by the generator during a power outage; and weather delays for work as indicated herein.

### **Approval Request #2: Change Order #6**

Board staff approved Change Order #6 in the amount of \$0 and six (6) additional days to the contract of Burks\_Mordecai Builders, Inc.

Approval Status & Date: APPROVED, December 18, 2017

Change Order Description: Change Order #6 includes the following item: reconciliation for six (6) weather related days.

Change Order Justification: This change was due to the contractor not receiving full credit for delays due to inclement weather as indicated herein.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$336,623.72.

Project Initiation Date: November 20, 2014

Design Professional: Dale Partners Architects, P.A.

General Contractor: Burks\_Mordecai Builders, Inc.

Total Project Budget: \$4,650,000.00

## 6. **MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field**

### **Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$869,249.16 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, December 11, 2017

Change Order Description: Change Order #3 includes the following items: revision of steel connections at the plaza trusses; SPC stair installed in lieu of a steel stair; post-installed plates & anchors for precast support were added and an additional expansion joint; earthwork for future left field lofts; revised seating well behind home plate; underground plumbing for future field level clubhouse; communications revisions; revised duct bank routing to hump; additional conduit to hump for AT&T; fiber optic cable run to Templeton Fieldhouse; conduit run from MDF to ex'g outfield hand hole; fiber optic cable to Hump & equipment for truck connection; irrigation feed for field; revised grades, gates & drainage at home plate seating well; structural steel roof detail changes; structural detail changes at the view level stair; site utility revisions; add a fire hydrant; omit two (2) insertion valves at Lakeview Drive; omit a sanitary sewer pipe from ss-5 for future left field building; revisions to center field building; elevation changes & an additional gate; pedestrian friendly grating for storm drain inlet; relocate

# EXHIBIT 4

February 15, 2018

right field foul pole to Bulldog Plaza; sheet metal dam for outfield fence erosion control; lower the front boardwalk; installation of higher fence pads & a hose bib at CF building; field modifications; training room revisions; concrete walls & fill for void at ramp; storm drain revisions; concrete headwall added; additional drains & scuppers at the existing seating wall; wall demo to accommodate right field berm re-design; decorative paver blackout at right field plaza; turn down at right field plaza ramp; cast-in-place concrete header at the field tunnels; incised lettering in home plate entry architectural precast concrete; black anodized finish for the flag pole in lieu of bronze; omit S2 lights at the two (2) deleted flag poles; saw cut pile cap at the right field plaza; high performance paint applied on the tension poles; composite wood decking to cover the face of the concrete wall that is visible above the boardwalk; floor sinks for soda fountains in the field clubhouse; revisions to the storm drain to accommodate a modular block wall design for the future left field lofts pad to include lowering 25' of installed water lines & replacing the installed storm drain; relocated the precast aisle stair to create a section of two (2) seats between the aisle and the concrete end wall.

Change Order Justification: These changes were due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

## **Approval Request #2: Change Order #4**

Board staff approved Change Order #4 in the amount of \$280,325.47 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, January 10, 2018

Change Order Description: Change Order #4 includes the following items: dimensional revision to the foundation walls in an area; revisions to the tarp enclosure; installation of motorized doors in lieu of manual doors; shop paint finish at center field batter's eye building; increased the size of the field wall cast stone cap; additional concrete added to fill voids at the field tunnel walls that were cut through existing stadium walls; re-detailing of area B&D columns; revisions to sub roof system; revisions to right field berm; provide a permanent roof over the MDF room in lieu of a sub-roof; revisions to inlet A19; added studio baling & junction boxes at the field walls and concourse entrance; added stainless steel covers for the high traffic area expansion joints at the main concourse; revisions made to the gravity retaining wall beyond the outfield to accommodate the revised storm drainage; to provide sod and trees; revised A1 & B1 sports lighting circuits from the west main concourse electrical room to the main electrical room; to apply a darker stain for the wood team lockers and a simpler design for the pro-umpire lockers; extending the outfield piers & revising the grading in the right-center field.

Change Order Justification: These changes are due to errors & omissions in the plans and specifications; latent job site conditions and user/owner requested modifications.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$727,048.19.

Project Initiation Date: May 21, 2015

Design Professional: Wier Boerner Allin Architects, PLLC

General Contractor: Jesco, Inc.

Total Project Budget: \$55,000,000.00

# EXHIBIT 4

February 15, 2018

## 7. **MSU – IHL 205-286 – New Parking Stone Blvd. and Morgan extended**

### **Approval Request #1: Approval of Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Garver, LLC.

Approval Status & Date: APPROVED, January 10, 2018

### **Approval Request #2: Waiver of Design Development Documents**

Board staff approved the Waiver of Design Development Documents as submitted by Garver, LLC.

Approval Status & Date: APPROVED, January 10, 2018

Project Initiation Date: August 17, 2017

Design Professional: Garver, LLC

General Contractor: TBD

Total Project Budget: \$3,300,000.00

## MISSISSIPPI VALLEY STATE UNIVERSITY

## 8. **MVSU – GS 106-253 – College Hall I Renovation**

### **NOTE: This is a Bureau of Building project**

**Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on December 6, 2017 to approve the budget increase from \$7,250,000.00 to \$9,250,000.00, an increase of \$2,000,000.00.

Interim Approval Status & Date: APPROVED, December 6, 2017

Project Initiation Date: May 15, 2014

Design Professional: Pryor & Morrow Architects & Engineers

General Contractor: TBD

Total Project Budget: \$9,250,000.00

## UNIVERSITY OF MISSISSIPPI

## 9. **UM– GS 107-308 – Union Addition & Renovation**

### **NOTE: This is a Bureau of Building project**

### **Approval Request #1: Change Order #11**

Board staff approved Change Order #11 in the amount of \$148,110.00 and zero (0) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, December 15, 2017

Change Order Description: Change Order #11 includes the following items: added wind load clips at phase 3 level 3 curtain wall units at the south elevation; added sill trim with mineral wool stuffing and firecaulk at the slab edge; demolished the existing concrete wall on level 3 between phase 3 columns and installed a channel; revisions made to the fire water service including reconfiguring the piping, adding a double back check valve

# EXHIBIT 4

February 15, 2018

and Siamese connection,; adding PIV at the building and eliminating the Siamese connection at the road; providing a fire alarm monitoring system including a Bosch dialer; demolished and re-installed a concrete masonry unit and slab at the bathroom in the phase 3 basement; furnished power and data outlets for added Kronos time clocks; added cast-in-place stairs and installed handrails; installed a curtainwall steel support at line K; added three (3) type OH site lighting fixtures west of the service drive; asbestos abatement under the coolers on level 2 phase 3; deducted excess mark-up to reconcile an error in a change order; and adjusted the contract.

Change Order Justification: These changes are due to errors & omissions in the plans and specifications; and latent job site conditions.

Total Project Change Orders and Amount: Eleven (11) change orders for a total amount of \$2,228,172.00.

Project Initiation Date: August 18, 2011

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

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$58,786,973.17.

Total Project Budget: \$58,900,000.00

## **10. UM– IHL 207-372 South Campus Recreation Facility & Transportation Hub**

### **Approval Request #1: Change Order #5**

Board staff approved Change Order #5 in the amount of \$276,066.81 and one hundred eight (108) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, January 10, 2018

Change Order Description: Change Order #5 includes the following items: to re-feed the electrical to the pump house and the existing lot lights; added a floor sink at the Aramark pod; modified the slope of the plaza for drainage; added new storm drainage piping under Chucky Mullins Drive and reworking of grades to provide positive drainage for the site; areas of soft soil were undercut; and one hundred eight (108) days to the contract.

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; four (4) weather related days and one hundred four (104) days due to demobilizing the site drainage subcontractor while demolition project (separate contract) finished their work.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$693,095.24.

Project Initiation Date: June 20, 2013

Design Professional: JBHM Architects, P.A.

General Contractor: Zellner Construction Services, LLC

Phased Project Budget: \$28,740,890.13

Total Project Budget: \$32,000,000.00

## **11. UM– IHL 207-372.1 – South Campus Recreation Facility & Transportation Hub DEMO**

### **Approval Request #1: Change Order #6**

Board staff approved Change Order #6 in the amount of \$79,358.39 and zero (0) additional days to the contract of Century Construction & Realty, Inc.

# EXHIBIT 4

February 15, 2018

Approval Status & Date: APPROVED, December 13, 2017

Change Order Description: Change Order #6 includes the following items: removal of sub-grade building components uncovered during demolition; installation of satisfactory fill material where the sub-grade building components were removed.

Change Order Justification: These changes are due to discovery of excessive amount of unknown concrete pits and slabs found under the existing floor of the Whirlpool facility at the time of demolition. UM elected to pay half of the cost of removal of the concrete pits and slabs above the point at which the unit price comes into effect.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$287,594.36.

Project Initiation Date: June 19, 2014

Design Professional: JBHM Architects, P.A.

General Contractor: Century Construction & Realty, Inc.

Phased Project Budget: \$1,583,381.33

Total Project Budget: \$32,000,000.00

## **12. UM – IHL 207-376.2R STEM Building – Site Utilities Relocation REBID**

### **Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$187,798.08 and one hundred fifty-nine (159) additional days to the contract of Eubank Construction Co., Inc.

Approval Status & Date: APPROVED, December 13, 2017

Change Order Description: Change Order #2 includes the following items: additional construction fencing and road paving work ; the electrical service is relocated for Anderson Hall to be routed through the building to route around the existing utilities on the site between Anderson Hall and Carrier Hall; a ceiling light was removed in one room and a new light installed after the ceiling was removed; high voltage work performed at All American to allow the existing electrical poles to be removed; temporary generator power for shutdowns at Shoemaker Hall & Faser Hall; additional electrical work with the relocation of a cathodic protection system; replacing the existing communication box with a traffic-rated communication box; removal of an existing, abandoned electrical duct bank; demolition of the existing underground utilities; additional general conditions for unforeseen conditions and delays; and one hundred fifty-nine (159) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$672,946.15.

Project Initiation Date: January 16, 2014

Design Professional: McCarty Architects, P.A.

General Contractor: Eubank Construction Co., Inc.

Phased Project Budget: \$6,689,259.40

Total Project Budget: \$14,000,000.00

# EXHIBIT 4

February 15, 2018

## **13. UM – IHL 207-411.1 – O-U Stadium (Swayze Field) Addition & Renovation – PH II**

### **Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$29,640.87 and zero (0) additional days to the contract of Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, December 18, 2017

Change Order Description: Change Order #3 includes the following items: provided a new automatic transfer switch to replace the existing out of date switch; modified the new ductwork routing; modified the existing chilled water piping to accommodate relocation of the makeup water line and expansion tank; modified the door hardware schedule to accommodate the access control function on additional doors; to use rotary cut white birch veneer in lieu of plain sliced cherry veneer on the interior doors; and modification of the design of column caps at the 3<sup>rd</sup> floor roof penetration.

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$177,338.98.

Project Initiation Date: October 15, 2015

Design Professional: Cooke Douglass Farr Lemons Architects + Engineers, P.A.

General Contractor: Century Construction & Realty, Inc.

Phased Project Budget: \$18,692,538.82

Total Project Budget: \$19,844,146.00

## **14. UM – IHL 207-424 – Faser Hall First Floor Modifications**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Cook Douglass Farr Lemons, Architects & Engineers, P.A.

Approval Status & Date: APPROVED, December 14, 2017

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 14, 2017

Project Initiation Date: August 18, 2016

Design Professional: Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

General Contractor: TBD

Total Project Budget: \$1,300,000.00

## **15. UM– IHL 207-428 East Campus Electrical Modifications**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, December 14, 2017

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 14, 2017

Project Initiation Date: November 17, 2016

Design Professional: Corbett Legge & Associates, PLLC

# EXHIBIT 4

February 15, 2018

General Contractor: TBD

Total Project Budget: \$1,900,000.00

## **16. UM – IHL 207-435 Guyton Drive Modifications**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by A2H, PLLC

Approval Status & Date: APPROVED, December 14, 2017

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 14, 2017

Project Initiation Date: May 18, 2017

Design Professional: A2H, PLLC

General Contractor: TBD

Total Project Budget: \$1,257,400.00

## **17. UM– IHL 207-438 Deaton and Hefley Hall Elevator Refurbishment**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Corbett Legge & associates, PLLC.

Approval Status & Date: APPROVED, December 15, 2017

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 15, 2017

Project Initiation Date: November 16, 2017

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$1,150,000.00

## **18. UM – IHL 207-439 – Crosby Hall HVAC Upgrades**

### **Approval Request #1: Approval of Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, December 14, 2017

### **Approval Request #2: Waiver of Design Development Documents**

Board staff approved the Waiver of Design Development Documents as submitted by Corbett Legge & Associates, PLLC.

Approval Status & Date: APPROVED, December 14, 2017

### **Approval Request #3: Contract Documents**

Board staff approved Contract Documents as submitted by Corbett Legge & Associates, PLLC

Approval Status & Date: APPROVED, January 4, 2018

### **Approval Request #4: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, January 4, 2018

Project Initiation Date: November 16, 2017

# EXHIBIT 4

February 15, 2018

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$2,800,000.00

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

### **19. UMMC– GS 109-210 (GC-001) – School of Medicine**

**NOTE: This is a Bureau of Building project**

#### **Approval Request #1: Change Order #18**

Board staff approved Change Order #18 in the amount of \$107,137.00 and zero (0) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 4, 2018

Change Order Description: Change Order #18 includes the following items: Vinyl film applied to conference room glass windows; added four (4) stainless steel bolt down bollards at the west gate entry to the north parking lot; added blocking in the exam room walls for mounting ophthalmoscopes at the revised height; provided credit for twelve (12) hours labor for removal & replacement of Hunter Douglas Specialty ceiling tiles not required; provided six hundred ten (610) crushed limestone subgrade in lieu of select fill at the Dental School entry drive; added ten (10) monitor modules for the fire curtains; removed the existing elevator phones and installed Tronics phones; lowered the west manhole to be flush with the sidewalk pavement; revised the interior signage; installed additional alarms on the fume hoods and biological safety cabinets; and re-programmed the ATS-S so the delay to the emergency power is achieved within 10 seconds.

Change Order Justification: These changes are due to errors & omissions in the plans & specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Eighteen (18) change orders for a total amount of \$2,067,279.00.

Project Initiation Date: June 16, 2011

Design Professional: Cooke Douglas Farr Lemons + Eley Guild Hardy – A Joint Venture

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$65,742,205.00

Total Project Budget: \$66,000,000.00

### **20. UMMC – IHL 209-555 – Children’s of Mississippi Expansion**

**Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on December 12, 2017 to approve an easement agreement with the City of Jackson, Mississippi to perform road work and construction at the intersection of Peachtree Street and the frontage road along Woodrow Wilson Boulevard.

Interim Approval Status & Date: APPROVED, December 12, 2017

Project Initiation Date: April 21, 2016

Design Professional: HDR Architecture

# EXHIBIT 4

February 15, 2018

General Contractor: Brasfield & Gorrie

Total Project Budget: \$180,000,000.00

## **21. UMMC – IHL 209-560 – Pediatric Pharmacy Renovation**

### **Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$869,000.00 to the apparent low bidder, Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, December 13, 2017

Project Initiation Date: March 16, 2017

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Co., Inc.

Total Project Budget: \$1,105,000.00

## **22. UMMC – IHL 209-562 – Reroof Pavilion**

### **Approval Request #1: Approval of Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Dean & Dean Architects.

Approval Status & Date: APPROVED, December 11, 2017

### **Approval Request #2: Waiver of Design Development Documents**

Board staff approved the Waiver of Design Development Documents as submitted by Dean & Dean Architects.

Approval Status & Date: APPROVED, December 11, 2017

### **Approval Request #3: Contract Documents**

Board staff approved Contract Documents as submitted by Dean & Dean Architects

Approval Status & Date: APPROVED, January 4, 2018

### **Approval Request #4: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, January 4, 2018

Project Initiation Date: October 19, 2017

Design Professional: Dean & Dean Architects

General Contractor: TBD

Total Project Budget: \$1,600,000.00

## UNIVERSITY OF SOUTHERN MISSISSIPPI

## **23. USM– GS 114-022 – Business and Health Building**

### **UNAPPROVAL Request #1: Change Order #2**

Board staff did NOT approve Change Order #2 in the amount of \$127,703.29 and fifty-eight (58) additional days to the contract of J. W. Puckett & Company, Inc.

Approval Status & Date: NOT APPROVED, January 11, 2018

Change Order Description: Change Order #2 includes the following items: chilled water piping was relocated; revision of light fixture types at ten (10) exterior locations; added a metal drip edge to the bottom of stucco; and fifty-eight (58) days to the contract.

# EXHIBIT 4

February 15, 2018

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

**Approval Request #2: Change Order #3**

Board staff did NOT approve Change Order #3 in the amount of \$36,251.12 and seven (7) additional days to the contract of J.W. Puckett & Company, Inc.

Approval Status & Date: NOT APPROVED, December 11, 2017

Change Order Description: Change Order #3 includes the following items: additional wire mold; added a floor box; and seven (7) days to the contract.

Change Order Justification: This change was due to errors and omissions in the plans & specifications; latent job site conditions; user/owner requested modifications; and weather delays for work as indicated herein.

**Approval Request #3: Change Order #4**

Board staff approved Change Order #4 in the amount of \$13,006.50 and nine (9) additional days to the contract of J.W. Puckett & Company, Inc.

Approval Status & Date: APPROVED, December 10, 2017

Change Order Description: Change Order #4 includes the following items: installed approximately 2,122 square yards of centipede sod on the existing topsoil located on the south side of the building; installed approximately 70 square feet of 4" concrete sidewalk; relocated each sprinkler head approximately 8" to the north; installed a switch box and 1" conduit raceway at the second floor elevator lobby; and nine (9) days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$333,655.67.

Project Initiation Date: March 19, 2015

Design Professional: McCarty Architects Professional Association

General Contractor: J.W. Puckett & Company

Total Project Budget: \$7,000,000.00

## EDUCATION AND RESEARCH CENTER

### **24. ERC– GS 111-052 – Structural & Subsurface Repair**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #5**

Board staff approved Change Order #5 in the amount of \$25,693.00 and one hundred thirteen (113) additional days to the contract of Gregory Construction Services.

Approval Status & Date: APPROVED, December 13, 2017

Change Order Description: Change Order #5 includes the following items: south lift station discharge improvements were made; added a catch basin and piping at the south discharge location; pipe added and connected to the existing storm drainage system; installed a berm to direct the water away from the ETV intakes; provided additional framing for the north plaza tree wells; and one hundred thirteen (113) days to the contract.

# EXHIBIT 4

February 15, 2018

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$757,651.50.

Project Initiation Date: November 21, 2013

Design Professional: JBHM

General Contractor: Gregory Construction Services

Total Project Budget: \$4,178,570.87

# EXHIBIT 5

February 15, 2018

## SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

### **Legal fees approved for payment to outside counsel in relation to litigation and other matters:**

Payment of legal fees for professional services rendered by Gian Franco Borio (statement dated 1/17/18) from the funds of Mississippi State University. (This statement, in the amount of \$5,492.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 5,492.00**

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 12/13/17) from the funds of Mississippi State University. (This statement, in the amount of \$950.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 950.00**

Payment of expenses incurred by the Mississippi Attorney General's Office (statement dated 1/5/18) from the funds of Mississippi State University. (This statement, in the amount of \$325.00, represents filing fee expenses in connection with "University Seal Filing Fee".)

**TOTAL DUE.....\$ 325.00**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 11/1/17 and 1/1/18) from the funds of Mississippi State University. (These statements, in the amounts of \$470.00 and \$1,608.48, respectively, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 2,078.48**

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 1/8/18) from the funds of the University of Mississippi. (These statements, in the amounts of \$4,813.50 and \$1,873.40, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 6,686.90**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/1/18) from the funds of the University of Mississippi. (These statements, in the amounts of \$38.44 and \$17.69, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 56.13**

# EXHIBIT 5

February 15, 2018

Payment of legal fees for professional services rendered by the Baker|Donelson (statement dated 12/11/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$41,440.15, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 41,440.15**

Payment of legal fees for professional services rendered by Hogan Lovells (statements dated 11/27/17 and 12/18/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$9,870.30 and \$445.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 10,315.80**

Payment of legal fees for professional services rendered by Jones|Walker (statement dated 11/30/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$90.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 90.00**

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 11/30/17, 11/30/17, 11/30/17, 11/30/17, 11/30/17, 11/30/17, 11/30/17, 11/30/17, 11/30/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17 and 12/12/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,023.00, \$643.50, \$1,468.50, \$495.00, \$4,554.00, \$3,283.50, \$2,640.00, \$23,372.89, \$1,452.00, \$123.75, \$412.50, \$247.50, \$660.00, \$346.50, \$635.25, \$7,425.00, \$2,556.14 and \$561.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 51,900.03**

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 11/1/17 and 11/9/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$8,886.00 and \$21,498.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 30,384.00**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 12/12/17, 12/12/17 and 1/11/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$737.50, \$6,431.00 and \$147.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 7,316.00**

# EXHIBIT 5

February 15, 2018

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 12/8/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$115.50, represents services and expenses in connection with legal advice.)

<b>TOTAL DUE.....</b>	<b>\$</b>	<b>115.50</b>
-----------------------	-----------	---------------

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 21, 2018**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 2:00 p.m., and pursuant to notice in writing, to each and every member of said Board, said date being at least five days prior to this March 21, 2018 meeting. At the above-named place there were present the following members to wit: Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christine Pickering, Dr. Douglas Rouse, Mr. C.D. Smith and Dr. J. Walt Starr. The meeting was called to order by C.D. Smith, President.

**EXECUTIVE SESSION**

On motion by Trustee Perry, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Perry, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reason reported to the public and stated in these minutes, as follows: Discussion of a personnel matter at the Board Office.

**During Executive Session, the following matter was discussed and voted upon:**

On motion by Trustee Dye, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to appoint Dr. Al Rankins, President of Alcorn State University, as Commissioner of Higher Education at a salary of \$358,312.50 annually, to grant him a four-year contract beginning July 1, 2018 to include incidental expenses and other matters as necessary.

**On motion by Trustee Perry, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to return to Open Session.**

**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Dye, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to adjourn the meeting.



---

President, Board of Trustees of State Institutions of Higher Learning



---

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 28, 2017, to each and every member of said Board, said date being at least five days prior to this March 22, 2018 meeting. At the above-named place there were present the following members to wit: Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christine Pickering, Dr. Douglas Rouse, Mr. C.D. Smith and Dr. J. Walt Starr. The meeting was called to order by C.D. Smith, President. Trustee Rouse introduced Mr. Marcus Thompson, IHL Chief Administrative Officer, to provide the invocation.

**INTRODUCTION OF GUESTS**

- President Smith welcomed Cameron Cloud, SGA President at the University of Southern Mississippi.
- Dr. William Bynum, President of Jackson State University, introduced Dr. Linda Brown-Wright the new Provost and Vice President of Academic Affairs.

**APPROVAL OF THE MINUTES**

On motion by Trustee Pickering, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on February 15, 2018.

**CONSENT AGENDAS**

On motion by Trustee Hooper, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

**FINANCE**

1. **SYSTEM** – Approved the request to engage the following CPA firms to conduct annual audits for fiscal/calendar year 2018 in accordance with Board Policy 301.0806 University Foundation/Affiliated Entity Activities Subsection D General Requirements of Affiliation Agreements.

University Affiliated Entity	CPA Firm
Mississippi State University Foundation	KPMG, LLP
The Bulldog Club (MSU)	T.E. Lott & Co.
MSU Research & Technology Corporation	T.E. Lott & Co.
Mississippi State University Alumni Association	T.E. Lott & Co.
ASSURE Research and Development Corporation	T.E. Lott & Co.
Mississippi University for Women Foundation	Grantham, Poole, Randall, Reitano, Arrington & Cunningham, PLLC

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

<b>University Affiliated Entity</b>	<b>CPA Firm</b>
Mississippi Valley State University Foundation	Fred T. Neely & Co., PLLC
Mississippi Valley State University National Alumni Association	Brown, Ewing and Co., P.A.
University of Mississippi Foundation	KPMG, LLP
University of Mississippi Athletic Association	Grantham, Poole, Randall, Reitano, Arrington & Cunningham, PLLC
University of Mississippi Alumni Association	Grantham, Poole, Randall, Reitano, Arrington & Cunningham, PLLC
University of Southern Mississippi Foundation	KPMG, LLP
University of Southern Mississippi Athletic Association	Horne, LLP
University of Southern Mississippi Alumni Association	Grantham, Poole, Randall, Reitano, Arrington & Cunningham, PLLC

2. **MSU** – Approved the request to enter into a Master Sales Agreement with Twilio, Inc. for a communication as a service (CAAS) platform to integrate with the existing and future NSPARC software development projects. MSU released RFP #18-03 seeking to retain the services of a CAAS vendor. Twilio was the lone proposal received related to the RFP. The term of this Agreement will commence on the Effective Date and continue for 36 months. Notwithstanding the foregoing, if there are any Order Forms in effect, then the Agreement will not terminate until all such Order Forms have expired or been terminated in accordance with the terms therein. The total contract cost is \$800,000. It is estimated the annual costs will be \$266,667. Payment will be issued on a monthly basis upon receipt of an invoice based on actual services rendered. No matching or non-state funds will be used for this service. MSU will use its NSPARC Service Center to pay for this service. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.
3. **MVSU** – Approved the request to enter into an agreement with Apogee Telecom, Inc. for cable television services to six residence halls on campus. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the prepayment of the services provided. The term of the agreement is five (5) years, April 1, 2018 through March 31, 2023. The total estimated annual cost of the agreement is \$58,686.72 resulting in a total estimated cost of \$293,433.60. Charges for the services will be billed monthly prior to the performance of the work. The agreement will be funded by Auxiliary funds. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.
4. **UM** – Approved the request for the Athletic Department to enter into a contract with STM Charters, Inc. for passenger charter air transportation and related services for the 2018 football season. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the prepayment prior to the flights which is very common and most often required in this industry. The contract will begin on August 31, 2018 and end on November 10, 2018. The contract amount is \$542,700 which is paid in two installments. The funding source for this contract is the Athletics Department Operating Funds. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

5. **UM** – Approved the request to escalate its Auxiliary Enterprises Budget for FY 2018. The escalation is requested to realign spending authority within Athletics, Parking and Transportation, Contractual Services, Ole Miss Bookstore, and the Golf Course to provide spending authority for additional revenues in Athletics and Parking and Transportation.

<b>University of Mississippi FY 2018 Auxiliary Enterprises Budget by Major Object</b>			
<b>Category</b>	<b>Original FY 2018 Operating Budget</b>	<b>Revision/ Escalation</b>	<b>Revised FY 2018 Operating Budget</b>
Salaries, Wages, and Fringe Benefits	\$45,357,828	\$292,100	\$45,649,928
Travel and Subsistence	7,292,724	10,000	7,302,724
Contractual Services	47,798,937	184,797	47,983,734
Commodities	16,043,246	142,000	16,185,246
Capital Outlay: Non-Equipment	-	-	-
Capital Outlay: Equipment	1,990,782	95,000	2,085,782
Mandatory Transfers	18,342,009	603,618	18,945,627
Non-Mandatory Transfers	14,819,578	(251,000)	14,568,578
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$151,645,104</b>	<b>\$1,076,515</b>	<b>\$152,721,619</b>

6. **UMMC** – Approved the request to enter into an agreement with ABIOMED, Inc. for the purchase of cardiac surgical devices and accessories. The purpose of the agreement is for the purchase of Impella Circulatory Support Catheters and accessories. The Impella devices are used in high-risk coronary interventions, as well as myocardial infarction patients, as a means of emergency cardiac recovery. The term of the agreement is two (2) years, April 1, 2018 through March 31, 2020. The total estimated contract amount for the two (2) year term is \$1,000,000. Pricing is firm for the term of the agreement. The current agreement will be funded by hospital patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
7. **UMMC** – Approved Amendment 3 to the current Pricing Agreement with Edwards Lifesciences, LLC (Edwards). The amendment will delete original Schedule A (Products and Pricing: Transcatheter Heart Valves) and Schedule B (Accessory Components: Transcatheter Heart Valves) and to replace them with new schedules which add new products for purchase under the current Pricing Agreement. The purpose of the original Consignment and Pricing Agreements is to set pricing and consignment terms for transcatheter aortic valve replacement systems and other accessories related to the transcatheter valves provided by Edwards. The term of the amendment is twenty (20) months, from approximately April 1, 2018 and continuing through the remainder of the original contract term or November 30, 2019. There is no additional cost associated with the amendment. The total estimated cost of the agreement will remain at \$6,987,500. The current agreement will be funded by hospital patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
8. **UMMC** – Approved the request to enter into a Management Services Agreement with Impact Healthcare Management LLC (Impact) to provide for the development and ongoing management

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

of a program that offers medical withdrawal stabilization services for patients with drug or alcohol addiction at UMMC's Grenada location. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the prepayment of the implementation and training fee upon commencement of the agreement, as well as the monthly fee on the first day of each month in which service are to be performed. Through partnering with Impact, UMMC is attempting to respond to state and national campaigns that address the growing drug addiction epidemic. Together, UMMC and Impact, will provide the full continuum of care for the patient. The term of the agreement is three (3) years and two (2) months, from April 1, 2018, through May 31, 2021. The total estimated cost of the agreement is \$788,600. UMMC has included potential costs of additional personnel, additional travel, and advertising costs. A breakdown of costs is included in the bound *March 22, 2018 Board Working File*. This agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

9. **UMMC** – Approved the request to enter into a Master Agreement and Pricing Supplement with Omnicell, Inc. to provide the general terms and conditions for future purchases. The purpose of the Pricing Supplement is to purchase automated pharmacy dispensing cabinets, as well as maintenance and service of the cabinets and related software. The automated pharmacy dispensing cabinets and technology include the ability to secure and dispense Schedule II-V narcotics while providing real time data of the dispensing and administration of these events. The term of the Corporate Master Agreement will begin March 26, 2018 and will remain in effect for so long as a Pricing Supplement, Schedule, attachment and/or exhibit remains in effect. Schedule G to the Corporate Master Agreement is for a term of five (5) years, from March 26, 2018, through March 25, 2023. The total term of the Pricing Supplement is approximately five (5) years and nine (9) months, from March 26, 2018, through five (5) years from the date of installation of the equipment, which is anticipated to be December 2018. Within the Pricing Supplement, the term of the Training Subscription is eighteen (18) months, from March 26, 2018, through September 25, 2019. The Support Services and Analytics Subscription will commence upon installation of the equipment and extend for five (5) years. Installation is anticipated begin in September 2018 and be completed in December 2018. The total cost of the agreement is \$6,273,190.93 over the five (5) year term. This amount includes initial equipment purchases, installation, training, software subscriptions, equipment and software support services, and shipping. A breakdown of costs is included in the bound *March 22, 2018 Board Working File*. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the IHL Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
10. **USM** – Approved the request to enter into a Laundry Services agreement with CSC ServiceWorks, Inc. (CSC) that will provide a comprehensive unlimited laundry program for resident undergraduate students. The contract provides cashless washers and dryers for undergraduate students who live on the Hattiesburg campus by providing access to laundry rooms in the residence halls, sorority houses, and fraternity houses. The term of the contract is May 21, 2018 through June 30, 2025. The contract may be renewed for one additional five-year period upon written agreement of both parties. No revenue will be generated by the contract. The total contract cost is \$771,641 for the initial seven (7) year period, and if renewed for the additional five (5) year period, an estimated additional cost will be \$587,417 for an approximate total of \$1,359,058. The five-year renewal estimate is based on a one percent increase in each of the five years of the

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

renewal. This is the estimated total, provided that all other terms and conditions of the agreement remain the same. Payment will be issued on a biannual basis and based on the number of residents living on campus. The contract will be funded by auxiliary funds. The contracted per resident cost will be included in the semester campus housing rate paid by each student resident of the residence halls, sorority houses, and fraternity houses. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

11. **USM** – Approved the request to enter into Lease Agreement for the Construction and Lease of Port Facilities between the USM and Mississippi Development Authority (MDA) and the Mississippi State Port Authority at Gulfport (together with MDA, the “Port Authority”). The premises at this marine research facility means the real property, including the improvements and equipment constructed or to be constructed thereon, located on a portion of the Port Facility, as more specifically depicted in Exhibit A to the Lease Agreement. The square footage of the heated and cooled building space is approximately 18,000 square feet and the warehouse space is approximately 5,000 square feet. This facility will support several activities for USM that are currently unsupported or inadequately provisioned elsewhere. These activities include: 1) Shore facility support for the Research Vessel Point Sur including crew work spaces, equipment storage and maintenance shops; 2) Laboratory, fabrication and office spaces for USM Ocean Engineering Research programs; 3) Academic spaces for Ocean Engineering and Unmanned Maritime Systems programs as well as other degree programs offered under the SOST along the coast; and 4) USM small boat maintenance and repair shop. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay the lease payments under the terms and conditions of the lease. The purpose of the Lease Agreement is to provide USM with classroom space located at the Port of Gulfport for use mainly with USM's Marine Science students. USM will also lease the pier at the Port for USM's marine vessels especially the Point Sur. Leasing at the Port provides USM safe and secure storage areas and gives USM access to a deep-water Port for loading and unloading heavy equipment from USM vessels. The term of the Lease Agreement shall commence on the Effective Date under the Lease Agreement and shall expire on the tenth (10th) anniversary of the Occupancy Date. USM shall have the right to extend the Lease Agreement for an additional ten (10) year term upon six (6) months written notice to the Port Authority. USM shall pay rent in the amount of \$250,000 for each year of the initial ten (10) year term of the Lease Agreement. During the extended ten (10) year term, if elected by USM, USM will pay rent in the amount of \$250,000 plus an additional amount of rent increase for the extended term as calculated by the CPI increase effective after the 10th Anniversary of the Occupancy Date. The total contract amount to be paid by USM including the extended term shall be \$5,000,000 plus an estimated amount for the calculated CPI increase. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
12. **USM** – Approved the Host Tenant Agreement and Use Permit which are related subsidiary documents to the Reimbursable Space Act Agreement between The National Aeronautics and Space Administration John H. Stennis Space Center (NASA) and the Board of Trustees of Mississippi Institutions of Higher Learning for the Center of Higher Learning and Related University Activities (CHL). Under the terms of the Space Act Agreement, Host Tenant Agreement and Use Permit, NASA provides space for IHL through the Center of Higher Learning to facilitate the continued education of the NASA workforce. This Agreement further addresses

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

the terms and conditions for non-academic activities which the IHL has authorized, pursuant to approval by NASA. In accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved USM's request to pay services in advance. The purpose of this Agreement is to define the relationship between NASA and CHL for the continued provision of academic and non-academic programs through the CHL at Stennis Space Center (SSC). Such programs, conducted by the CHL and associated institutions, are designed to meet the present and future higher education needs of SSC employees and persons from surrounding communities. The Stennis Space Center Policy Board on Higher Education is an advisory body appointed by the NASA / Stennis Center Director to provide broad oversight to CHL. The SSC Policy Board approves all new academic degree programs offered at the Stennis Space Center by the Center of Higher Learning and their associated institutions; the list of proposed program offerings in Appendix A of the Space Act Agreement reflects previously-approved degree programs by the Policy Board. The Space Act Agreement is a precursor to the Host-Tenant Agreement and Use Permit Agreement that stipulate specifics as to pricing and space usage. This Agreement will be effective upon the date of the latest party's signature and will expire upon either one year's written notice of termination by either party or until the completion of all obligations of the parties or termination of the Space Act Agreement, whichever comes first, unless otherwise extended. In accordance with the terms of the Agreement, IHL shall reimburse NASA an estimated cost totaling up to approximately \$3,575,875 for NASA to carry out its responsibilities the over the term of the Agreements. This estimated total cost is based on the historical costs for the last five years of the Agreement and reflects expenditures by both the Center of Higher Learning and the USM Division of Marine Science. These expenditures are for floor space, utilities, badging and security, telecommunications and other costs associated with being a tenant at the Stennis Space Center. A table of historical costs for the last five years is included in the bound *March 22, 2018 Board Working File*. Funds are available from the State of Mississippi Appropriations for Center of Higher Learning and Education and General funds for the Department of Marine Sciences. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

13. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request for UMMC to purchase one (1) additional Point to Point Circuit, a networking-single pathway for the circuit and, to pay the monthly charges for power and equipment for the networked circuit. The Attorney General's staff assigned to the MS-ITS reviewed the supplement prior to execution. The Supplement is between C Spire and MS-ITS on behalf of UMMC. A copy of the approval document is included in the bound *March 22, 2018 Board Working File*.
14. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request for UMMC to acquire SPSS software licenses and support services. SPSS is a statistical software package used by UMMC for its data analytics and mining solution. The Attorney General's staff assigned to the MS-ITS reviewed the supplement prior to execution. The Supplement is between IBM Corporation and MS-ITS on behalf of UMMC. A copy of the approval document is included in the bound *March 22, 2018 Board Working File*.
15. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request for UMMC to enter into a Consent, Assignment, and Assumption of the Professional Services Agreement between nThrive and ITS, which the IHL Board approved on January 18, 2018. The agreement will allow nThrive to assign all of its rights, title, interests, and liabilities in the Professional Services Agreement to Apex Print Technologies, LLC, formerly LetterLogic,

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

LLC (Apex). This assignment will allow Apex to provide patient statement printing and skip tracing services as originally contracted for by nThrive. The Attorney General's staff assigned to the MS-ITS reviewed the agreement prior to execution. The Agreement is between nThrive, Inc., Apex Print Technologies, LLC and MS-ITS on behalf of UMMC. A copy of the approval document is included in the bound *March 22, 2018 Board Working File*.

**REAL ESTATE**

16. **MSU** – Approved the initiation of **IHL 205-290, Painting and Carpeting of Ruby Hall**, and the appointment of Architectural South, P.A. as the design professional. The project originally had a budget of \$500,000. The project was advertised, and bids were received by the university. The low bid exceeded the available funding. The university chose to reject all bids and to initiate the project with IHL as a project exceeding the \$1M threshold as required by the Board. The proposed project budget is \$1,597,740. Funds are available from University Funds [Housing Department] (\$1,597,740).
17. **UMMC** – Approved the initiation of **IHL 209-565, Supply Chain Relocation**, and the appointment of JBHM Architects, P.A. as the design professional. This project will relocate Supply Chain Management (Shipping and Receiving) to the existing laundry building. This relocation is necessary to facilitate the Sterile Processing relocation which will provide additional sterile processing space to consolidate the different sterile processing areas. The proposed project budget is \$2,731,870. Funds are available from UMMC Shared Services Account [SSA] (\$2,731,870).
18. **JSU** – Approved the request to increase the project budget for **GS 103-283, Campus Mechanical Improvements**, from \$1,053,736.76 to \$5,053,736.76, for an increase of \$4,000,000 and to add SB 2857, Laws of 2014, in the amount of \$1,000,000 and SB 2906, Laws of 2015, in the amount \$3,000,000 to allow for the budget increase. The increase is necessary due to more buildings being added to the original scope of work and more units on the loop system deteriorating. This is the first budget escalation request for this project by the university. This project will provide newer energy efficient equipment and provide optimal service to campus facilities which include the following: replacement of chilled water loop pumps, boilers, cooling towers, starters, and other related mechanical systems. Funds are available from SB 2857, Laws of 2014 (\$1,000,000); HB 1701, Laws of 2010 (\$1,053,735.76); and SB 2906, Laws of 2015 (\$3,000,000).
19. **UM** – Approved the request to increase the project budget for **GS 107-308, Student Union Addition and Renovation**, from \$58,900,000 to \$60,900,000, for an increase of \$2,000,000. This is the second budget escalation request made for this project by the university. As construction on this complex renovation progressed, multiple concealed structural, utility, and hazardous material issues are adding cost to the project in excess of the planned contingency. These latent conditions and the possibility of other unforeseen circumstances prompt the university to request a budget increase to complete the project. The project reconfigures the Ole Miss Student Union with an addition to increase available space and a full renovation of the existing space. Funds are available from SB 3100, Laws of 2011, Bond Bill (\$10,000,000); SB 3100, Laws of 2011, Bond Bill (\$482,981); SB 2913, Laws of 2013, Bond Bill (\$2,088,425); Internal R&R (\$37,635,394.00); Auxiliary Vendor Payments (\$1,500,000); Private Gifts (\$551,200); and Student Capital Improvement Fee (\$8,642,000).
20. **USM** – Approved the request to increase the project budget for **GS 110-097, Campus Repairs & Renovations**, from \$2,000,000.00 to \$2,144,736.72, for an increase of \$144,736.72 and to add SB

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

3100, Laws of 2011, as a funding source to allow for the budget increase. This is the first budget escalation request made for this project by the university. The increase is necessary to allow the university to award alternate 3 (LED Light Package) back to the project for the Caylor Building. The project scope remains unchanged and includes renovations/repairs to various buildings located on the USM-Gulf Coast Research Lab-Halstead campus. Funds are available from SB 3100, Laws of 2011, Bond Bill (\$144,736.72); SB 2844 & SB 2845, Laws of 2016 -IHL Capital Expense Fund (\$1,000,000); and HB 787, Laws of 2014 (\$1,000,000).

21. **UMMC** – Approved the request to increase the project budget for **IHL 209-553, Interventional Radiology Renovation**, from \$7,759,186 to \$8,355,000, for an increase of \$595,814. This is the second budget escalation request made for this project by the university. Two major storms hit Texas and Florida since the Design Development budget estimate. The requested escalation accounts for materials and labor which have increased due to the storms driving up both materials and labor costs. This project will involve renovations and relocation of the Interventional Radiology Department to the basement of the Cardiovascular Building. The project will replace one bi-plane IR suite, one single plane C-Arm, one new CT machine and renovation of associated areas such as holding bays, office space, and support space. It also includes two new single plane and CT hybrid pieces of equipment. Funds are available from UMMC Shared Services Account (SSA) -Building Improvements [SSA] (\$8,355,000).

**LEGAL**

22. **MSU** – Approved the request to modify a contract with Brunini Grantham Grower & Hewes, PLLC, to provide services necessary to represent the University in the civil action styled *Harrell Contracting Group, LLC v. LPK Architects, P.A., et al.*, originally filed in the Circuit Court of Hinds County, Mississippi, First Judicial District, and has now been transferred to the Circuit Court of Oktibbeha County, Mississippi. The Payment Terms section is modified to reflect an increase from \$200.00 to \$250.00 per hour for Samuel Kelly, Cody Bailey, Jason McNeel, and other attorneys deemed necessary to the litigation and assigned by Samuel Kelly. All other provisions of the Agreement for Legal Services dated August 28, 2015 shall remain in effect. This Modification has been approved by the Office of Attorney General.
23. **MSU** – Approved the request to modify a contract with Mendelsohn Dunleavy, P.C., to perform services necessary in the practice area of intellectual property and specifically concerning the filing and prosecution of patent applications. This contract originated May 1, 2016, renewed by Modification #1, extending the term for one (1) year or until April 30, 2018. Modification #2 will extend the term of the contract for one (1) year or until April 30, 2019. The total amount payable during the extension period shall not exceed \$75,000. All other provisions of the Contractual Agreement for Legal Services effective May 1, 2016, shall remain in effect. This Modification has been approved by the Office of Attorney General.
24. **UMMC** – Approved the request to modify a contract with Butler Snow, LLP, for the provision of professional services in designated intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues and commercial and general matters. The term of the current contract began July 1, 2017 for one year. This modification #1 will increase the shall not exceed amount payable under the contract by \$500,000.00 to a new maximum amount of \$1,150,000.00. The hourly rate of \$295 per hour and all other provisions of the original contract remain unchanged. This Modification has been approved by the Office of the Attorney General.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

**PERSONNEL REPORT**

**25. EMPLOYMENT**

**Mississippi University for Women**

Maridith Geuder; *rehired retiree*; Project Director; University Relations; salary \$57,182 per annum, pro rata; E&G Funds; reemployment period February 1, 2018 – June 30, 2018

**Mississippi Valley State University**

Sandra Course; *rehired retiree*; Instructor of Mathematics; salary \$27,237 per annum, pro rata; Ayers Funds; contract reemployment period February 1, 2018 – May 7, 2018

**University of Southern Mississippi**

Deanna Anderson; Vice President for Student Affairs; salary \$205,000 per annum, pro rata; E&G Funds; 12 month contract; effective April 16, 2018

**26. CHANGE OF STATUS**

**Mississippi University for Women**

Sheila Adams; Dean and Professor Emerita of Nursing; College of Nursing and Health Sciences, Department of Nursing; effective July 1, 2018

**27. SABBATICAL**

**Mississippi State University**

Anatoli Afanasjev; Professor, Physics and Astronomy; *from* salary of \$94,941.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$47,470.50 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Raymond E Barranco; Assistant Professor, Sociology; *from* salary of \$67,180.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$33,590.00 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development

Joanne Beriswill; Associate Professor, Instructional Systems & Workforce Development; *from* salary of \$64,171.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$32,085.50 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development

Cindy L. Bethel; Associate Professor, Computer Science and Engineering; *from* salary of \$123,330.00 per annum, pro rata; 9-month contract; Designated, E&G and Gift and Grants Funds; *to* salary of \$61,665.00 per annum, pro rata for sabbatical period; Designated, E&G and Gift and Grants Funds; effective January 1, 2019 to May 15, 2019; professional development

Jack Blendinger; Professor, Educational Leadership; *from* salary of \$93,971.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$46,985.50 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

Joel E. Collier; Professor, Marketing, Quantitative Analysis & Business Law; *from* salary of \$149,218.00 per annum, pro rata; 9-month contract; E&G and Gift and Grants Funds; *to* salary of \$74,609.00 per annum, pro rata for sabbatical period; E&G and Gift and Grant Funds; effective August 16, 2018 to December 31, 2018; professional development

William H. Cooke, III; Professor, Geosciences; *from* salary of \$111,161.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$55,580.50 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Ronald E. Cossman; Research Professor, Social Science Research Center; *from* salary of \$99,122.00 per annum, pro rata; 12-month contract; E&G and MAFES Funds; *to* salary of \$37,171.00 per annum, pro rata for sabbatical period; E&G and MAFES Funds; effective August 16, 2018 to May 15, 2019; professional development

Robert J. Damm; Professor, Music, Social Science Research Center; *from* salary of \$74,940.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$37,470.00 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development

Sandra Davis Devlin; Professor, Curriculum, Instruction, and Special Education; *from* salary of \$91,809.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$45,904.50 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

W. Cory Gallo; Associate Professor, Landscape Architecture; *from* salary of \$74,109.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$37,054.50 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development

Alexis Denise Gregory; Associate Professor, School of Architecture; *from* salary of \$71,900.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$35,545.00 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development

Jeffrey Haupt; Professor, Art; *from* salary of \$72,132.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$36,066.00 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development

Stacy Hoskins Haynes; Associate Professor, Sociology; *from* salary of \$78,580.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$39,290.00 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

Wendy J. Herd; Associate Professor, English; *from* salary of \$59,471.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$29,735.50 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development

Kimberly Kelly; Associate Professor Sociology; *from* salary of \$86,076.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$43,038.00 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Satanu Kundu; Assistant Professor, Chemical Engineering; *from* salary of \$88,562.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$44,281.00 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to May 15, 2019; professional development

Dominic Lippillo, III; Associate Professor, Art; *from* salary of \$57,111.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$28,555.50 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Andrew Mercer; Associate Professor, Geosciences; *from* salary of \$67,249.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$33,624.50 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Michael M. Neumann; Professor, Mathematics and Statistics; *from* salary of \$123,308.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$61,654.00 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Melinda W. Pilkinton; Associate Professor, Sociology; *from* salary of \$74,197.00 per annum, pro rata; 9-month contract; E&G and Designated Funds; *to* salary of \$37,098.50 per annum, pro rata for sabbatical period; E&G and Designated Funds; effective August 16, 2018 to December 31, 2018; professional development

Lindon Ratliff; Associate Professor, Division of Education, Meridian Campus; *from* salary of \$64,398.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$32,199.00 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Wendy Roussin; Associate Professor, Communication; *from* salary of \$68,487.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$34,243.50 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Seungjae Shin; Professor, Division of Business, Meridian Campus; *from* salary of \$132,870.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$66,435.00 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2019 to May 15, 2019; professional development

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

Chinling Wang; Associate Professor, Basic Sciences, Veterinary Medicine; *from* salary of \$91,990.00 per annum, pro rata; 12-month contract; E&G Funds; *to* salary of \$34,496.25 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Claudia R. Williamson; Associate Professor, Economics, Veterinary Medicine; *from* salary of \$128,787.00 per annum, pro rata; 9-month contract; E&G and Gifts and Grants Funds; *to* salary of \$64,393.50 per annum, pro rata for sabbatical period; E&G and Gifts and Grants Funds; effective August 16, 2018 to December 31, 2018; professional development

Jinwu Ye; Associate Professor, Physics and Astronomy; *from* salary of \$69,267.00 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$34,633.50 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

Jilei Zhang; Professor, Sustainable Bioproducts, Forest Resources; *from* salary of \$102,831.00 per annum, pro rata; 12-month contract; E&G Funds; *to* salary of \$38,561.63 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

*Correction*

Approved March 2017: Stanley P. Brown; Professor and Head, Kinesiology; *from* salary of \$139,053.00 per annum, pro rata; 12-month contract; E&G Funds; *to* salary of \$52,145.00 per annum, pro rata for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional development

CORRECTED: Stanley P. Brown; Professor and Head, Kinesiology; *from* salary of \$139,053.00 per annum, pro rata; 12-month contract; E&G Funds; *to* salary of \$52,144.88 per annum, pro rata for sabbatical period; E&G Funds; effective August 16, 2018 to December 31, 2018; professional development

**ADMINISTRATION/POLICY**

28. **MSU** – Approved the request to bestow two honorary degrees at its May 2018 commencement ceremony. Supporting documents are on file at the Board Office.

**ACADEMIC AFFAIRS**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee Starr, all Trustees legally present and participating voted unanimously to approve items #1 - #2 as submitted on the Academic Affairs Agenda.

1. **SYSTEM** – Approved for first reading the amendments to Board Policy 402.01 Faculty Defined as shown below:

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

**402.01 FACULTY DEFINED**

The teaching staff and those members of the administrative staff having academic rank in a college, university or other educational institution or one of its divisions. In all institutions the faculty will consist of the Corps of Instruction and the administrative officers with faculty rank.

A. Corps of Instruction:

Professors, associate professors, assistant professors, instructors, lecturers, and teaching personnel with such other titles as may be approved by the Board, shall be the Corps of Instruction. Research and extension personnel and duly certified librarians may be included in the Corps of Instruction on the basis of comparable training. Persons holding ~~adjunct appointments or other~~ honorary titles shall not be considered to be members of the faculty.

2. **SYSTEM** – Approved for first reading the amendments to Board Policy 509 Distance Learning Policy as shown below:

**509 DISTANCE LEARNING POLICY**

All distance learning courses and programs shall be in accord with Southern Association of Colleges and Schools (SACS), Commission on Colleges (SACSCOC) *Principles of Accreditation* and ~~Southern Regional Education Board Principles of Good Practice~~ Council of Regional Accrediting Commissions *Interregional Guidelines for the Evaluation of Distance Education*.

Unless otherwise provided, all Board and university policies, standards, and guidelines for on and off campus instruction apply to distance learning.

**FINANCE AGENDA**

Presented by Trustee Christy Pickering, Chair

On motion by Trustee Pickering, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve item #2, as amended. On motion by Trustee Pickering, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #3.

1. **SYSTEM** – Approved for final reading the new Board Policy 714 Origination, Expansion, or Acquisition of Business or Healthcare Enterprise. **(See Exhibit 1.)**
2. **SYSTEM** – Approved for final reading of the revisions to Board Policy 906 Educational Building Corporations as amended. **(See Exhibit 2.)**
3. **DSU** – Approved the request to contract with Bottling Group, LLC dba Pepsi Beverages Company “PBC” for beverage services. The term of the agreement is five years from April 1, 2018 to March 31, 2023, with the option to renew for two additional years upon mutual agreement. The Board approved the entire 7 years of the contract. DSU estimates to receive \$472,700 over the term of the agreement. The financial proposal under this agreement is included in the bound *March 22, 2018 Board Working File*. In addition, Pepsi shall provide rebates each year throughout the term calculated under two tiers. Estimated rebates are valued at \$173,600. If estimated rebates are achieved, the total estimated revenue over 7 years would be \$646,300. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.
4. **Other Business** – Trustee Pickering presented the agreed upon procedures document which will guide future audits. This is a targeted approach to conducting the audits in specified areas. This does not require Board approval.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

**LEGAL AGENDA**

Presented by Trustee Alan Perry, Chair

By consensus, the Board moved agenda item #1 to the Executive Session Agenda.

1. **UMMC – Settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-36040-1. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

**ADMINISTRATION/POLICY AGENDA**

Presented by Commissioner Glenn F. Boyce

On motion by Trustee Perry, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously to add item #1 to the Administration/Policy Agenda. On motion by Trustee Perry, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously to approve item #1 for first reading.

1. **SYSTEM** - Approval for first reading of amendments to Board Policy 201.0509 Institutional Executive Officer/Commissioner of Higher Education Search Process and Board Policy 201.0510 Application by Interim Institutional Executive Officer for Institutional Executive Officer Position. (See Exhibit 3.)

**INFORMATION AGENDA**

Presented by Commissioner Glenn F. Boyce

**FINANCE**

1. **UMMC** – In March 2016, the Board approved a Letter of Participation – Local Market Agreement between UMMC and Johnson & Johnson Health Care Systems, Inc. (J & J), for the discounted purchase of orthopedic trauma implants. J & J also contracts with Vizient Supply LLC (Vizient), UMMC’s primary group purchasing organization (GPO), as an approved vendor. The agreement with J & J was approved for a two (2) year term, from approximately April 1, 2016 through March 31, 2018. The associated GPO Agreement also had an expiration date of March 31, 2018. In December 2017, the term of the GPO Agreement was extended through September 30, 2018. Under the current agreement between UMMC and J & J, the term of the contract may be extended to coincide with the extension of the GPO agreement. UMMC has submitted this information to reflect the fact that the term of its current contract with J & J will now continue through September 30, 2018. No other terms or conditions of the agreement were changed.

**REAL ESTATE**

2. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the February 15, 2018 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 4.)

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

**LEGAL**

3. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 5.)

**ADMINISTRATION/POLICY**

4. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
  - a. **ASU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 13, 2018, Commissioner Glenn F. Boyce approved the revisions to the FY 2018 Ayers academic programs budgets to align budgets to individual program needs over the remaining months of the year. The requested revisions are below the salary/benefit line item and do not require pre-approval by the IHL Executive Office policy. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.
  - b. **JSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 13, 2018, Commissioner Glenn F. Boyce approved the revisions to the FY 2018 Ayers academic programs budgets to align budgets to individual program needs over the remaining months of the year. The requested revisions are below the salary/benefit line item and do not require pre-approval by the IHL Executive Office policy. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.
  - c. **MUW** – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On February 21, 2018, Commissioner Glenn F. Boyce approved MUW’s Traffic and Parking Regulations. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the document.
  - d. **MVSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 13, 2018, Commissioner Glenn F. Boyce approved the revisions to the FY 2018 Ayers academic programs budgets to align budgets to individual program needs over the remaining months of the year. The requested revisions are below the salary/benefit line item and do not require pre-approval by the IHL Executive Office policy. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

- e. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On February 21, 2018, Commissioner Glenn F. Boyce approved the Lease Agreement with Kopis Mobile, LLC for approximately 300 square feet of office space at USM’s Accelerator building. This is a revenue generating lease for an initial term of one year with four one-year renewal terms. USM will received \$6,000 in annual rent for the initial term and any renewal terms. Total rent for the initial term is \$30,000. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- f. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On February 21, 2018, Commissioner Glenn F. Boyce approved the Lease Agreement with Bodark Ranch LLC for approximately 150 square feet of office space in USM’s Accelerator building. This is a revenue generating lease for an initial term of one year with four one-year renewal terms. USM will received \$3,000 in annual rent for the initial term and \$5,000 for any renewal terms, if any. Total rent for the initial term is \$23,000. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

**LEGAL COMMITTEE REPORT**

Wednesday, March 21, 2018

The meeting was called to order by Chairman Alan Perry at approximately 1:00 p.m. The following items were discussed.

1. The Committee discussed the revisions to Board Policy 906 Education Building Corporations. **No action was taken.**
2. The Committee discussed the revisions to Board Policy 201.0509 Institutional Executive Officer/Commissioner of Higher Education Search Process and Policy 201.0510 Application by Interim Institutional Executive Officer for Institutional Executive Officer Position. **No action was taken.**
3. By consensus, the Committee adjourned the meeting at approximately 1:40 p.m.

The following Committee members were present for the first half of the meeting: Dr. Ford Dye (Chair), Mr. Shane Hooper, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Dr. Doug Rouse, Mr. C. D. Smith, and Dr. Walt Starr. Mr. Tom Duff and Ms. Christy Pickering were absent.

**ANNOUNCEMENTS**

- President Smith announced that the next Board meeting will be held April 19, 2018 at the IHL Board Office.
- President Smith invited the university presidents to report on current activities on their campuses.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

**EXECUTIVE SESSION**

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

Discussion of a litigation matter at one of the state universities;  
Discussion of strategic business plans by the board of a public hospital;  
Discussion of a two state university personnel matters; and  
Discussion of a personnel matter at the IHL Board Office.

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

On motion by Trustee Hooper, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve the settlement of the IHL Self-Insured Workers' Compensation Claim No. 55-36040-1 styled as, *Edgar Oliver vs. UMMC, et al.*, as recommended by counsel.

The Board discussed the strategic business plans of a public hospital. **No action was taken.**

On motion by Trustee Hooper, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to appoint Mrs. Nora Miller, Senior Vice President for Administration and Chief Financial Officer at the Mississippi University for Women, as Acting President of Mississippi University for Women effective July 1, 2018.

On motion by Trustee Perry, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to authorize moving expenses up to \$10,000 for Dr. Al Rankins, the Commissioner-Elect of Higher Education.

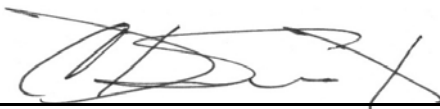
The Board discussed a state university personnel matter. **No action was taken.**

**On motion by Trustee Perry, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to return to Open Session.**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Rouse, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously to adjourn the meeting.



---

President, Board of Trustees of State Institutions of Higher Learning



---

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
March 22, 2018**

**EXHIBITS**

- |           |  |
|-----------|--|
| Exhibit 1 | Approval for final reading of new Board Policy 714 Origination, Expansion, or Acquisition of Business or Healthcare Enterprise.  |
| Exhibit 2 | Approval for final reading of amendments to Board Policy 906 Educational Building Corporations as amended.   |
| Exhibit 3 | Approval for first reading of amendments to Board Policy 201.0509 Institutional Executive Officer/Commissioner of Higher Education Search Process and Board Policy 201.0510 Application by Interim Institutional Executive Officer for Institutional Executive Officer Position. |
| Exhibit 4 | Real Estate items that were approved by the IHL Board staff subsequent to the February 15, 2018 Board meeting.   |
| Exhibit 5 | Report of the payment of legal fees to outside counsel.  |

# EXHIBIT 1

March 22, 2018

## **SYSTEM – REQUEST APPROVAL FOR FINAL READING OF NEW BOARD POLICY 714 ORIGATION, EXPANSION, OR ACQUISITION OF BUSINESS OR HEALTHCARE ENTERPRISE**

### **714    Origination, Expansion, or Acquisition of Business or Healthcare Enterprise**

Prior to Board consideration of an institution’s request to acquire or engage in new or substantially expanded operations of a business or a healthcare facility, the institution shall promptly notify the Commissioner of such intent with sufficient time for the Commissioner to engage a Subject Matter Expert in the field of the project. Such operations may include, but are not limited to, any creation, expansion, or acquisition of a business or healthcare enterprise, business-type functions of institutional auxiliaries or proprietary operations, significant strategic financial initiatives of an institution, or material financial initiatives entered into by an institution. The institution will provide the Commissioner with sufficient information to allow a determination by the Commissioner as to the projected scope of the project and its projected impact on the revenues, expenses, and indebtedness of the institution. The Commissioner shall make a determination, upon consultation with the Board, whether the potential financial characteristics of the proposed project and the financial condition of the institution requires the appointment of a Subject Matter Expert to assist the Board. If the Commissioner determines that it is appropriate to retain a Subject Matter Expert, the Expert shall be engaged by the Board through the Commissioner and shall represent solely the interests of the Board in its capacity as the fiduciary of the state university system. The Subject Matter Expert shall meet such qualifications and perform other such services as may be prescribed by the Board or the Commissioner. The requesting institution shall reimburse the Board office for all expenses incurred related to the selection and engagement of the Subject Matter Expert. Payment of the Subject Matter Expert shall not be contingent on any outcome other than contractual performance as an impartial advisor. The Subject Matter Expert shall review the underlying business and market assumptions of the proposed project, evaluate historical financial information, consider current and future market conditions in the field of the project, evaluate pro forma financial information used in the decision-making process, and prepare a written analysis of these and other matters relevant for the Board’s consideration. The written analysis shall provide advice to the Board – which is independent of any advice provided by or to the institution -- as to the anticipated effect(s) of the proposed transaction and operations on the institution and the entire IHL system. The Subject Matter Expert shall make a determination, based on the analysis contained in the report, as to whether the proposed project justifies approval by the Board and explain the likely impacts and prudence of the proposed transaction.

# EXHIBIT 2

March 22, 2018

## **SYSTEM – APPROVAL FOR FINAL READING OF REVISION OF BOARD POLICY 906 – EDUCATIONAL BUILDING CORPORATIONS**

### 906 EDUCATIONAL BUILDING CORPORATIONS

Authority, Miss. Code Ann., Sections 37-101-61 and 37-101-63 (1972), as amended, grants the state institutions of higher learning the authority to form nonprofit corporations for the purpose of acquiring, or maintaining, equipping, improving or constructing facilities for use by the institution. These educational building corporations are granted the authority to issue bonds or other forms of debt obligations (if required for the type of debt to be issued) for the construction and renovation of facilities.

Financial Advisor. Prior to Board consideration of an institution's request to issue debt of the educational building corporation for the construction, maintenance, equipping, acquisition, and renovation of facilities or to refinance outstanding debt, Board staff, in conjunction with institutional staff, must select a financial advisor(s) (the "Financial Advisor") to represent the interests of the Board, the educational building corporation and the institution. The financial advisor(s) in connection with the financial terms of the debt, advice as to bond market conditions, assistance with the rating of the debt by rating agencies and similar services normally provided by a financial advisor in connection with the sale and issuance of debt by governmental entities. The Financial Advisor shall meet such qualifications and perform such services as may be prescribed by the institution, the Board or its staff. Payment to the financial advisor(s) Financial Advisor shall be made by the institution, or the institution's educational building corporation, without regard for whether the Board approves the construction or renovation or whether the institution or educational building corporation constructs the project, or in the case of refinancing, whether the debt is refinanced.

Financing Projects. Prior to Board consideration of an institution's request to issue debt of the educational building corporation for the construction, maintenance, equipping, acquisition or renovation of facilities, the ~~financial advisor~~ Commissioner may designate an appropriate outside consultant for the type of project involved (the "Consultant") to advise the Board with respect to the likely impacts and the prudence of the proposed transaction. The Consultant will provide advice to the Board -- which is independent of the advice, if any, provided by the Financial Advisor - as to the anticipated effect of the proposed transaction on the institution and the entire IHL system. The Commissioner will not approve use of a Consultant with respect to a transaction if the proposed Consultant has or has had substantial other relationships with the institution to the extent that would cause its judgment or independence to be questioned by a disinterested observer. The Consultant shall meet such qualifications and perform such services as may be prescribed by the Board, and the Board will periodically approve a list of possible firms to provide those services from which the Commissioner may select when the necessity arises. The Consultant must provide the Board with an independent analysis of the institution's financial condition, to verify that proposed revenue stream(s) are sufficient to repay the debt service and to recommend the project's viability. Payment to the Consultant shall be made by the institution, or the

# EXHIBIT 2

March 22, 2018

institution's educational building corporation, without regard for whether the Board approves the construction or renovation or whether the institution or educational building corporation constructs the project.

If the educational building corporation will issue commercial paper, the ~~financial advisor~~ Financial Advisor shall also calculate an opinion of the breakeven interest rate to long term bonds to justify the use of commercial paper. The institution shall submit the report of the ~~financial advisor(s)~~ Financial Advisor and the request for a project initiation to the Board for approval. The request must state the institution's intent, justify the need for the project and give an estimate of the total construction budget. The request must also include naming the design professionals, bond counsel and senior underwriter(s) selected by the board of the educational building corporation.

Following the Board's approval of the project initiation, the institution shall return to the Board at a subsequent meeting and present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations for the specific project. In no case shall the educational building corporation issue bonds or other forms of debt obligations without specific approval of the debt obligations from the Board for specific projects.

Refinancing or Defeasing of Outstanding Debt. Outstanding debt of the educational building corporation may be refinanced in accordance with the provisions of this policy. Prior to Board consideration of an institution's request to issue debt of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, the financial advisor must provide the Board with an independent analysis showing potential net present value (NPV) savings based on current market conditions. The institution's request must include naming the bond counsel and senior underwriter(s) selected by the board of the educational building corporation. After consideration of the financial advisor's analysis and other factors that the Board deems material, the Board may approve the issuance of debt by the educational building corporation, in the discretion of the authorized representatives of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, which authorization may be conditioned on the specific level of NPV savings being achieved. Refinancing or defeasing of debt does not require a subsequent meeting of the Board of Trustees provided the financial advisor has provided a report demonstrating adequate net present value savings and the bond resolution and form of bond documents have been presented to and approved by the Board.

Review and Approval of Documents. In connection with the issuance of debt for any purpose, the institution shall present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations and for approval of the following documents to which the Board will be a party: the lease, the ground lease, the preliminary official statement (if required for the type of debt to be issued), and the continuing disclosure agreement (if required for the type of debt to be issued). The resolution shall also authorize representatives of the Board to execute such documents.

# EXHIBIT 2

March 22, 2018

Prior to the approval of the resolution by the Board, the educational building corporation shall submit to the Board staff, for informational purposes only, the form of any documents that are to be entered into by the educational building corporation in connection with the issuance of bonds or other debt, but to which the Board is not a party.

**Method of Sale.** Unless the Board approves otherwise, obligations shall be offered and sold through a competitive sale process or, alternatively, on a negotiated basis to an underwriter, in the case of bonds, or a dealer, in the case of commercial paper.

**Selection of Financial Institution Participants.** Any selection of a financial institution to serve as trustee under a trust indenture, as escrow agent under an escrow agreement, or as a lender to an educational building corporation, either directly or through the purchase of obligations of the educational building corporation, shall be made by the educational building corporation in its sole discretion and shall not be subject to approval by the Board.

**Continuing Disclosure Obligations.** Securities and Exchange Commission Rule 15c2-12 generally provides that an underwriter cannot sell governmental bonds unless an “obligated person” with respect to the bonds enters into a “Continuing Disclosure Agreement” (CDA) agrees to submit annually audited financial statements of the obligated person and other information as set forth in the CDA and notices of specified material events. With respect to the issuance of bonds by educational building corporations, the Board is an “obligated person” and the CDA will typically require audited financial statements and operating data for the entire IHL system to be submitted annually, rather than information on individual institutions. The material events specified in the CDA also typically relate to the entire IHL system.

To facilitate uniformity, efficiency and timeliness in complying with the requirements of Rule 15c2-12 relating to bonds issued by an educational building corporation, the Board, rather than the educational building corporation, will enter into the CDA and undertake to provide the annual disclosures and material event notices. The Board will hire an independent agent to assist with compliance with its obligations under CDA(s), as well as, compliance by educational building corporations under CDA(s) entered into by educational building corporations prior to the adoption of this policy upon approval by the Board. The Board, and/or its dissemination agent, will also sign up for the EMMA tickler system reminders.

# EXHIBIT 3

March 22, 2018

## **SYSTEM – APPROVAL FOR FIRST READING OF AMENDMENTS TO BOARD POLICY 201.0509 INSTITUTIONAL EXECUTIVE OFFICER/COMMISSIONER OF HIGHER EDUCATION SEARCH PROCESS**

### 201.0509 INSTITUTIONAL EXECUTIVE OFFICER/COMMISSIONER OF HIGHER EDUCATION SEARCH PROCESS

#### A. General Policy

The Board shall appoint the Commissioner and the Institutional Executive Officers (IEOs). The Board shall make interim appointments to executive officer and/or commissioner positions as necessary and with such consultation as the Board considers appropriate.

#### B. Board Search Committee

The President of the Board shall appoint a committee of Board members to manage the search for a Commissioner or an IEO. However, any Board member who wants to serve on the committee may serve. The President of the Board, with the consent of the Board, shall appoint a member of the committee as chairperson.

Rather than engaging in the extended search process described below within the next paragraph and those that follow, the Board may, in its discretion, interview candidates that are known to the Board and consider their selection in accordance with the expedited process described in this paragraph. Such candidates may be internal candidates from the subject university or from one of the other state universities, or such other candidates that the Board believes should be considered. The Board may conduct such interviews of internal candidates or other candidates at an early point in the process so as not to discourage the application of additional candidates that may choose to apply if an internal candidate is not selected by way of an expedited process. In any event, an expedited process, if followed, should be utilized prior to the hiring of a search consultant. Following interviews of any such internal or other candidates, the Board, as it deems appropriate, may proceed with utilizing any portions of the extended search process set out below. A Board vote to select a preferred candidate interviewed in accordance with this expedited process shall require the affirmative vote of at least nine Board members. If candidates are interviewed in accordance with this expedited process and no candidate is designated as a preferred candidate, the Board has the power to engage in other expedited processes or to conduct a search in accordance with the extended process described below.

# EXHIBIT 3

March 22, 2018

The Commissioner, in consultation with the Board Search Committee, will make a recommendation to the Board with regard to a search consultant to assist with the search for an IEO. The Board may interview and will select the search consultant, if the Board determines that one is needed. The Board Search Committee may select a search consultant to assist with the search for a new Commissioner. As part of the initiation of the IEO search process, the Commissioner and Board Search Committee may consider the input of constituents regarding desired characteristics of a new IEO. The Board may also consider input from constituents regarding the desired characteristics of a new Commissioner. The Board shall approve any minimum qualifications for candidates.

## C. Advertisement Schedule

If a search consultant is used, the Commissioner, with the assistance of any search consultant, shall develop the position advertisement and a general schedule for the search ~~in consultation with the Commissioner~~ and with the approval of the Board Search Committee.

## D. Campus Search Advisory Committee

In a search for an IEO, the Commissioner shall prepare a list of the proposed membership of a Campus Search Advisory Committee, as well as a chair, or co-chairs, of such committee. The Campus Search Advisory Committee (“CSAC”) shall be representative of the various constituent groups of the university and representative in terms of diversity of race and gender, ~~including administrators, faculty, staff, students, alumni, foundation representatives, and members of the community.~~ There is no requirement that any particular person be selected because of their position, and no member of the CSAC will report to any group with respect to the search. The Commissioner shall then inform Board members of the proposed membership and chair (or co-chairs) of that committee. After the Board has been provided with the Commissioner’s recommendations for the membership and chair (or co-chairs) of the Campus Search Advisory Committee, if any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the proposed membership and chair (or co-chairs) of that committee, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified/consulted regarding the Commissioner’s recommendations, the Commissioner may proceed with appointing the membership and chair (or co-

# EXHIBIT 3

March 22, 2018

chairs) of the Campus Search Advisory Committee. The Commissioner, in coordination with the Chair of the Board Search Committee, shall take appropriate steps to receive written assurances from all of those proposed to serve on the Campus Search Advisory Committee that they have not formed any opinion as to the identity of the particular person that should be selected as the IEO, that they have no personal, professional or other relationship with any person that they understand may be a candidate that would impair their objectivity in fairly considering all candidates, that they will endeavor to remain open to considering all persons that apply in a fair and unbiased manner, ~~and~~ that they will not agree with any person to advocate or campaign for the selection of any particular candidate, and that they will not reveal any information about any applicants, before or after the conclusion of the search. ~~The Commissioner shall then inform Board members of the proposed membership and chair (or co-chairs) of that committee. After the Board has been provided with the Commissioner's recommendations for the membership and chair (or co-chairs) of the Campus Search Advisory Committee, if any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the proposed membership and chair (or co-chairs) of that committee, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified/consulted regarding the Commissioner's recommendations, the Commissioner may proceed with appointing the membership and chair (or co-chairs) of the Campus Search Advisory Committee. In a search for a Commissioner, the Board may seek advice from appropriate individuals or groups, including any search consultant hired by the Board.~~

## E. Recruitment

Recruitment of candidates may occur up to the point of selection, but candidates will be advised to submit their materials by a specified date to insure optimum consideration for the position. At any point in the search process the Board may add additional candidates to the pool being considered without starting the entire process over. The decision regarding whether to have any such additional candidates reviewed by the Campus Search Advisory Committee is in the discretion of the Board. Additional interviews may be conducted as desired by the Board.

# EXHIBIT 3

March 22, 2018

## F. Candidate Screening

The Campus Search Advisory Committee members will review the applications received by the date established in the advertisement. No meeting of the Campus Search Advisory Committee will be held to discuss candidates, since the process seeks to obtain independent advice from each member of the CSAC –without consultation among the members. Each member will submit their recommendations individually and separately as to the candidates to be further considered, and each shall vote individually by secret ballot for a minimum of five candidates that he/she recommends as a good candidate for the position for further consideration. The search consultant, if one is used, is to then accumulate the secret ballots and count them. If no consultant is used, t The Commissioner shall accumulate the results of those recommendations and ballots and count them. The results of the vote count, indicating the number of favorable votes received by each candidate, are to then be reported same to the Board Search Committee members. The Board Search Committee shall then meet and discuss which candidates to interview. Any other Board members may attend this meeting. All Board members will then be informed of those candidates that the Board Search Committee would like to interview. If any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the candidates to be interviewed, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified of the candidates to be interviewed, the Board Search Committee shall proceed with planning first round candidate interviews. The search consultant shall then be informed of the candidates to be interviewed. The consultant shall next be informed that he/she may advise the non-selected candidates that they will not be interviewed as part of the initial process, if such notification is deemed prudent by the Board and the search consultant at that point in time. The consultant should, if directed by the Board, remind those candidates that were not invited back for initial interviews that the Board can always add more names to be considered at a later date. ~~The Campus Search Advisory Committee may then be told who will be initially interviewed by the Board Search Committee.~~

## G. Interview Search Advisory Committee

Each member of the Campus Search Advisory Committee shall be requested to provide nominations from the membership of that committee to serve on the Interview Search Advisory Committee. ~~Using that information and such~~

# EXHIBIT 3

March 22, 2018

~~information as may be deemed helpful to insure a balanced Interview Search Advisory Committee, t~~ The Commissioner and the Chair of the Board Search Committee shall then prepare a list of the proposed membership of an Interview Search Advisory Committee from the membership of the Campus Search Advisory Committee. ~~The Interview Search Advisory Committee shall be comprised of administrators, faculty, students, staff, and outside representatives. These representatives shall be diverse in race and gender.~~ The Commissioner shall then inform Board members of the proposed membership of that committee. After the Board has been provided with the recommendations from the Commissioner and the Chair of the Board Search Committee for the membership of the Interview Search Advisory Committee, if any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the proposed membership of that committee, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified/consulted regarding the recommendations, the Commissioner may proceed with appointing the membership of the Interview Search Advisory Committee. ~~The Interview Search Advisory Committee may participate with the Board of Trustees~~ will determine the role to be played by the in the remainder of the search process, except when the Board of Trustees excuses the Interview Search Advisory Committee with respect to the remainder of the search process from executive session.

## H. First Interviews

The Board Search Committee and the Commissioner --, with such assistance and/or participation input from the Interview Search Advisory Committee as the Board deems appropriate and helpful --, will conduct the first round of interviews. If the Board chooses to allow members of the Interview Search Advisory Committee to participate in the First Interviews, no meeting of those members will be held to discuss candidates, and each member shall independently and confidentially write down his/her comments pertaining to each candidate immediately following that candidate's interview. The Chair of the Board Search Committee shall collect the written comments from each Interview Search Advisory Committee member. Those written comments will be provided to the Board Search Committee without consultation or coordination among Interview Search Advisory Committee members. All Board members will be invited to attend the interview. The consultant, if one is used, or the Commissioner if no consultant is used, will conduct a

# EXHIBIT 3

March 22, 2018

background check on those candidates participating in the first round of interviews.

## I. Reference Contacts

Under the direction of the Commissioner and/or the consultant, reference contacts will be made on each candidate who is participating in the second round of interviews. Before or at the conclusion of the second round of interviews, the results of the reference contacts and background checks shall be made known to the Board.

## J. Second Interviews

~~Before the second round of interviews, the results of the reference contacts and background checks shall be made known to the Board and the Interview Search Advisory Committee.~~ The Board Search Committee and the Commissioner -- with such assistance and/or participation from the Interview Search Advisory Committee as the Board deems appropriate and helpful --, will conduct the second first round of interviews. The Board Search Committee shall ~~then meet to~~ discuss who and how many to interview during the second round of interviews. Any other Board members may attend this meeting. All Board members will then be informed of those candidates that the Board Search Committee would like to interview for second round interviews. If any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the candidates to be interviewed for a second interview, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified of the candidates to be further interviewed, the Board Search Committee shall proceed with planning the second round interviews by the full Board. The Board may conduct as many additional interviews as it deems necessary in conducting the search process. The Board will determine whether and the extent to which individual Trustees or groups will separately meet with the candidates. If the Board chooses to allow members of the Interview Search Advisory Committee to participate in the Second interviews, no meeting of those members will be held to discuss candidates, and each member shall independently and confidentially write down his/her comments pertaining to each candidate immediately following that candidate's interview. The Chair of the Board Search Committee shall collect the written comments from each Interview Search Advisory Committee member. Those written comments will be provided to the Board

# EXHIBIT 3

March 22, 2018

Search Committee without consultation or coordination among Interview Search Advisory Committee members.

## K. Preferred Candidate

After all of the above has been completed, the Board of Trustees will meet to hear from the Board Search Committee regarding an assessment of each candidate. The Commissioner's assessment will be sought. The Board of Trustees will then select and announce their Preferred Candidate.

## L. Campus Interview

The Preferred Candidate will be scheduled for a full day on-campus for interviews with a wide array of constituents. Each group will have the opportunity to provide feedback on the Preferred Candidate to the Board of Trustees.

## M. Decision

The Board of Trustees will meet after the last on-campus interview session to review the feedback and conduct further discussion. The Board of Trustees will then vote to name the Preferred Candidate as the institution's new Institutional Executive Officer or vote to continue the search.

In a search for a Commissioner, the Board Search Committee may request appropriate individuals or groups to submit unranked recommendations of candidates to be considered for initial interviews. The Board Search Committee shall schedule initial interviews and all members of the Board will be invited to attend the initial interviews and participate in the selection of candidates for final interviews. The Board Search Committee may also invite additional individuals to attend and observe the initial interviews conducted by such committee to fill the position of Commissioner. The Board Search Committee will next develop an interview schedule for the candidates selected for final interviews for the position of Commissioner. The Board shall then meet and conduct final interviews and select the Commissioner.

# EXHIBIT 3

March 22, 2018

## **SYSTEM – APPROVAL FOR FIRST READING OF AMENDMENTS TO BOARD POLICY 201.0510 APPLICATION BY INTERIM INSTITUTIONAL EXECUTIVE OFFICER FOR INSTITUTIONAL EXECUTIVE OFFICER POSITION**

### 201.0510 APPLICATION BY INTERIM OR ACTING INSTITUTIONAL EXECUTIVE OFFICER FOR INSTITUTIONAL EXECUTIVE OFFICER POSITION

An individual that continues to serve as the acting or interim Institutional Executive Officer after the formal circulation of the Advertisement requesting applications as (IEO) at a university shall not be considered as a candidate for the permanent IEO position at that university during that search process. However, this policy does not prohibit consideration during the search process of an individual who has completed service as an interim or acting IEO prior to the circulation of the formal Advertisement for applications and who discontinues such service at that time.

~~An individual currently serving as the interim Institutional Executive Officer (IEO) at a university shall not be considered as a candidate for the permanent IEO position for which he/she serves as interim at the same university. However, an individual currently serving as interim IEO may apply and be considered for a permanent IEO position at a different university. This policy does not prohibit an individual who has completed service as an interim IEO from being considered as a candidate for any IEO positions that subsequently become available at the same university.~~

# EXHIBIT 4

March 22, 2018

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE FEBRUARY, 2018 BOARD MEETING SUBMISSION DEADLINE**

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

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

## **ALCORN STATE UNIVERSITY**

### **1. ASU– GS 101-294 – Utility Infrastructure**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$0.00 and fifteen (15) additional days to the contract of Metro Mechanical, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 31, 2018

Change Order Description: Change Order #3 includes the following items: additional fifteen (15) days to the contract.

Change Order Justification: This change was necessary due to inclement weather.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$52,208.20.

Project Initiation Date: March 21, 2013

Design Professional: Edmonds Engineering

General Contractor: Metro Mechanical, Inc.

Phased Project Budget: \$2,645,702.43

Total Project Budget: \$3,846,615.33

### **2. ASU – IHL 201-252 – Morris Boykin Renovation**

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$2,418,975.00 to the apparent low bidder, Sullivan Enterprises, Inc.

Approval Status & Date: APPROVED, January 30, 2018

Project Initiation Date: August 8, 2016

Design Professional: Durrell Design Group

General Contractor: Sullivan Enterprises, Inc.

Total Project Budget: \$2,660,872.50

# EXHIBIT 4

March 22, 2018

## DELTA STATE UNIVERSITY

### 3. DSU– GS 102-260 – Zeigel Hall Renovation

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$35,888.06 and zero (0) additional days to the contract of Roy Collins Construction Co., Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 23, 2018

Change Order Description: Change Order #2 includes the following items: deduct for attic framing insulation support; installed eight (8) fixtures to replace fixtures in a corridor; replaced a copper line in a corridor; installed a new hose bib; credit for 5/8" roof decking for new shingle roof already in place; furr out of existing exterior block walls; 5/8" drywall installed and enclosing of a bottom stair; installation of an extra layer of 5/8" drywall in a stair; and furring out of existing block wall in a room.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$286,029.86.

Project Initiation Date: October 16, 2014

Design Professional: Architecture South, P.A.

General Contractor: Roy Collins Construction Co., Inc.

Total Project Budget: \$6,365,377.11

## JACKSON STATE UNIVERSITY

### 4. JSU– GS 103-283 – Campus Mechanical Project

**NOTE: This is a Bureau of Building project**

**UNAPPROVAL Request #1: Schematic Design Documents**

Board staff did not approve the Schematic Design Documents as submitted by Engineering Resource Group, Inc.

Approval Status & Date: NOT APPROVED, January 30, 2018

**UNAPPROVAL Request #2: Waiver of Design Development Documents**

Board staff did not approve the Waiver of Design Development Documents as submitted by Engineering Resource Group, Inc.

Approval Status & Date: NOT APPROVED, January 30, 2018

Project Initiation Date: February 18, 2016

Design Professional: Engineering Resource Group, Inc.

General Contractor: TBD

Total Project Budget: \$1,063,736.76

# EXHIBIT 4

March 22, 2018

## MISSISSIPPI STATE UNIVERSITY

### 5. **MSU – GS 113-136 – Meat Science Laboratory**

**NOTE: This is a Bureau of Building project**

#### **Approval Request #1: Change Order #4**

Board staff approved Change Order #4 in the amount of \$66,964.24 and forty-eight (48) additional days to the contract of Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 19, 2018

Change Order Description: Change Order #4 includes the following items: provide power circuit to cooler control panels & heated windows; changed flooring to a more durable material in a corridor; circuit changes for two (2) pumps; installed a steel jamb at the cattle scales; modifications made to a beam at the cooler door; removed and modified a section of the cattle railing; installed an additional door opening in the research freezer; installed four (4) bollards behind the proposed dumpster location; and eighteen (18) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; user/owner requested modifications; and weather delays.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$31,058.21.

Project Initiation Date: October 17, 2013

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: Construction Services, Inc.

Total Project Budget: \$8,200,000.00

### 6. **MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field**

#### **Approval Request #1: Change Order #5**

Board staff approved Change Order #5 in the amount of \$453,610.52 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, February 8, 2018

Change Order Description: Change Order #5 includes the following items: revisions to the slab elevation of two (2) stairs, fire pump, elevator machine and generator rooms; rework of storm and sanitary lines along Humphrey Coliseum; spray foam insulation at the bottom of the view level deck in lieu of board insulation; revisions to various fixtures; structural clarifications concerning the entry plaza ring of the honor walls; installation of a concrete haunch for a precast wall panel; demolition of existing American Disabilities Act (ADA) platforms; installed wood-framed and composite cladding at ramps; added tube supports for the edge angle at the roof; added two (2) gang boxes and tv's in lieu of audio/visual black box; installed a retaining wall & fence at the center field entry; revisions to storm drainage along Lakeview Drive; installation of storage boxes in the outfield lounges; revisions to the aluminum hand rails; added composite decking cladding at the rear of the right field boardwalk in lieu of windscreen; revisions to the right field plaza backfill; installed a 24' cable tray in a room; installed fully designed center field entry pilasters, steel & gates; electrical revisions in the center field building; receptacle revisions on the concourse; uplights for the entry signage; added brick in lieu of metal

# EXHIBIT 4

March 22, 2018

panels on the east elevation of a stair tower; installed traffic banner blocks at the top of left field lofts retaining wall; wall pads added at the home bullpen; installed plumbing for the concessions and pantries; added a single pair of audio cables to the center field camera position; installed drainage rubber dugout flooring in lieu of rubber tile; raised the ticket building parapet heights to conceal the condensing units; connected the existing unforeseen 6" ductile iron sanitary line to the sanitary manhole; used grey 80 pvc in lieu of white 40 pvc at the storm piping areas exposed to view.

Change Order Justification: These changes are due to errors & omissions in the plans and specifications; latent job site conditions, and user/owner requested modifications.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$1,180,658.71.

Project Initiation Date: May 21, 2015

Design Professional: Wier Boerner Allin Architects, PLLC

General Contractor: Jesco, Inc.

Total Project Budget: \$55,000,000.00

## 7. **MSU – IHL 205-285A – Chilled Water Loop Upgrade**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

Approval Status & Date: APPROVED, February 8, 2018

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, February 8, 2018

Project Initiation Date: August 17, 2017

Design Professional: Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

General Contractor: TBD

Total Project Budget: \$4,000,000.00

## 8. **MSU – IHL 205-286 – New Parking Stone Blvd. and Morgan Extended**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Garver, LLC

Approval Status & Date: APPROVED, February 8, 2018

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, February 8, 2018

Project Initiation Date: August 17, 2017

Design Professional: Garver, LLC

General Contractor: TBD

Total Project Budget: \$3,300,000.00

# EXHIBIT 4

March 22, 2018

## MISSISSIPPI UNIVERSITY FOR WOMEN

### 9. MUW – GS 104-189 – Physical Plant Warehouse/Office Facility

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$16,492.00 and thirty (30) additional days to the contract of Worsham Brothers Construction, LLC. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, February 2, 2018

Change Order Description: Change Order #1 includes the following items: revision of the gas line at the office location to include gravel at the utility trench ditch; changes to the existing footing at the office location; changes to the warehouse footing; provided electrical power to two (2) overhead doors; and thirty (30) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; user/owner requested modifications; and weather delays.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$16,492.00.

Project Initiation Date: October 17, 2013

Design Professional: Major Design Studio, PLLC

General Contractor: Worsham Brothers Construction, LLC

Total Project Budget: \$1,059,550.00

## UNIVERSITY OF MISSISSIPPI

### 10. UM– IHL 207-376 - STEM Building

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by McCarty Architects

Approval Status & Date: APPROVED, February 13, 2018

Project Initiation Date: August 17, 2017

Design Professional: McCarty Architects & Planners, PLLC

General Contractor: TBD

Phased Project Budget: \$6,658,331.02

Total Project Budget: \$14,000,000.00

### 11. UM – IHL 207-435 – Guyton Drive Modifications

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$940,200.00 to the apparent low bidder, DC Services, LLC.

Approval Status & Date: APPROVED, February 13, 2018

Project Initiation Date: May 18, 2017

Design Professional: A2H, PLLC

General Contractor: DC Services, LLC

Total Project Budget: \$1,257,400.00

# EXHIBIT 4

March 22, 2018

## 12. UM – IHL 207-438 – Deaton and Hefley Hall Elevator Refurbishment

### **Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$785,589.00 to the apparent low bidder, Barnes & Brower, Inc.

Approval Status & Date: APPROVED, February 13, 2018

Project Initiation Date: November 16, 2017

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: Barnes & Brower, Inc.

Total Project Budget: \$1,150,000.00

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

## 13. UMMC– GS 109-223 – Clinical Research Unit

### **Approval Request #3: Contract Documents**

Board staff approved Contract Documents as submitted by Foil Wyatt Architects

Approval Status & Date: APPROVED, January 30, 2018

### **Approval Request #4: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, January 30, 2018

Project Initiation Date: October 19, 2017

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: TBD

Total Project Budget: \$7,500,000.00

## UNIVERSITY OF SOUTHERN MISSISSIPPI

## 14. USM– GS 108-279 – Lucas Administration Envelope Repairs (HVAC)

### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$0.00 and one hundred forty-eight (148) additional days to the contract of McLain Plumbing and Electrical Services, Inc.

Approval Status & Date: APPROVED, January 30, 2018

Change Order Description: Change Order #1 includes the following items: additional one hundred forty-eight (148) days to the contract.

Change Order Justification: This change was due to delays resulting from lead times on controls equipment that could not be delivered in time to complete the mechanical upgrade prior to the project deadline. The time extension does not affect the cost of the project and does not affect the work of the larger exterior repairs project.

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

Project Initiation Date: March 19, 2015

Design Professional: Albert and Associates Architects

General Contractor: McLain Plumbing and Electrical Services, Inc.

# EXHIBIT 4

March 22, 2018

Phased Project Budget: \$254,465.75

Total Project Budget: \$3,300,000.00

## 15. USM – GS 108-279 – Lucas Administration Envelope Repairs

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #4**

Board staff approved Change Order #4 in the amount of \$0.00 and fifteen (15) additional days to the contract of Finlo Construction Company, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 31, 2018

Change Order Description: Change Order #4 includes the following items: additional fifteen (15) days to the contract.

Change Order Justification: This change was due to user/owner requested modifications.

Total Project Change Orders and Amount: Four (4) change orders for a total credit amount of \$112,935.00.

Project Initiation Date: September 18, 2014

Design Professional: Albert & Associates Architects

General Contractor: Finlo Construction Company, Inc.

Phased Project Budget: \$3,000,000.00

Total Project Budget: \$3,300,000.00

## 16. USM – GS 108-281 – Greene Hall Renovations

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$16,737.93 and zero (0) additional days to the contract of B.W. Sullivan Building Contractor, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 19, 2018

Change Order Description: Change Order #1 includes the following items: asbestos abatement services for additional areas that were uncovered during the demolition phase of the project.

Change Order Justification: This change was due to latent job site conditions.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$16,737.93.

Project Initiation Date: September 18, 2014

Design Professional: Allred Architectural Group, Inc.

General Contractor: B.W. Sullivan Building Contractor

Total Project Budget: \$13,000,000.00

# EXHIBIT 5

MARCH 22, 2018

## SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

### **Legal fees approved for payment to outside counsel in relation to litigation and other matters:**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 2/1/18) from the funds of Alcorn State University. (This statement, in the amount of \$1,000.00 represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 1,000.00**

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 1/25/18 and 2/31/18) from the funds of Mississippi State University. (This statement, in the amount of \$200.00 and \$762.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 962.50**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 1/12/18 and 2/14/18) from the funds of Mississippi State University. (These statements, in the amounts of \$15,126.50 and \$12,989.65, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 28,116.15**

Payment of legal fees for professional services rendered by Ware Immigration (three statements each dated 2/1/18) from the funds of Mississippi State University. (These statements, in the amounts of \$2,500.00, \$471.00 and \$4,000.00, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 6,971.00**

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 2/1/18) from the funds of Mississippi State University. (This statement, in the amount of \$1,378.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,378.00**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/26/17, 2/5/18 and 2/14/18) from the funds of the University of Mississippi. (These statements, in the amounts of \$47.80, \$1,680.00 and \$4,588.60, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 6,316.40**

# EXHIBIT 5

MARCH 22, 2018

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 2/7/18) from the funds of the University of Mississippi. (This statement, in the amount of \$2,229.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 2,229.00**

Payment of legal fees for professional services rendered by Ware Immigration (two statements each dated 2/1/18) from the funds of the University of Mississippi. (These statements, in the amounts of \$102.93 and \$20.75, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 123.68**

Payment of legal fees for professional services rendered by Bradley Arant Boult Cummings, LLP (statement dated 2/20/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount \$10,045.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 10,045.00**

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statement dated 12/6/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount \$6,591.56, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 6,591.56**

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 12/7/17, 12/7/17, 12/7/17, 12/7/17, 12/20/17, 12/29/17, 1/4/18, 1/4/18, 1/4/18, 1/4/18, 1/4/18, 2/2/18, 2/7/18, 2/7/18, 2/7/18 and 2/7/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$850.50, \$33.00, \$78.37, \$810.00, \$4,200.00, \$216.00, \$690.00, \$61.50, \$33.00, \$32,314.52 \$1,270.50, \$1,390.50, \$18,467.37, \$66.00, \$396.00 and \$44.63, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 60,921.89**

Payment of legal fees for professional services rendered by Hogan|Lovells (statements dated 12/18/17, 12/18/17, 2/6/18 and 2/7/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$5,345.00, \$2,592.00, \$9,028.80 and \$5,793.60, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 22,759.40**

# EXHIBIT 5

MARCH 22, 2018

Payment of legal fees for professional services rendered by Jeffrey P. Reynolds, PA (statements dated 9/30/17, 10/31/17 and 12/31/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$511.50, \$513.70 and \$3,366.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,391.20**

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 12/11/17, 12/11/17, 12/11/17, 12/11/17, 12/11/17, and 12/20/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$578.26, \$198.00, \$16.50, \$891.00, \$680.50, and \$5,851.20, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 8,215.46**

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (statements dated 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 12/12/17, 1/10/18, 1/10/18, 1/10/18, 1/10/18, 1/10/18, 1/10/18, 1/10/18, 1/10/18, 2/6/18, 2/6/18, 2/6/18, 2/6/18, 2/6/18, 2/6/18, 2/6/18, 2/6/18, and 2/6/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$40.50, \$135.00, \$472.50, \$405.00, \$702.00, \$756.00, \$810.00, \$108.00, \$94.50, \$231.00, \$162.00, \$1,350.00, \$67.50, \$2,779.25, \$1,459.47, \$472.50, \$396.00, \$297.00, \$364.50, \$459.00, \$256.50, \$567.00, \$121.50, \$175.50, \$54.00, \$459.00 and \$99.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 13,294.22**

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace. (statements dated 11/30/17, 11/30/17, 11/30/17, 11/30/17, 12/8/17, 12/18/17, 12/31/17, 1/17/18, 1/31/18, 1/31/18, 1/31/18, 1/31/18 and 1/31/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amounts of \$1,958.59, \$1,623.00, \$643.50, \$6,841.50, \$1,296.55, \$545.81, \$7,266.10, \$713.80, \$2,887.10, \$4,604.55, \$115.50, \$1,633.50, \$1,718.10 and \$1,537.60, respectively, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 33,385.20**

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 12/11/17, 12/11/17, 12/11/17, 12/11/17, 12/12/17, 12/13/17, 1/24/18 and 1/24/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,233.36, \$1,187.22, \$33.00, \$66.00, \$10,395.81, \$1,560.96, \$55.50 and \$2,643.60, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 17,175.45**

# EXHIBIT 5

MARCH 22, 2018

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 12/13/17, 12/13/17, 12/13/17, 12/13/17, 12/18/17, 12/18/17, 12/18/17, 2/5/18, 2/5/18, 2/5/18 and 2/7/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,134.70, \$4,061.10, \$725.10, \$3,253.30, \$4,879.50, \$10,075.40, \$1,763.20, \$6,593.62, \$3,592.70, \$13,979.40 and \$858.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 50,916.02**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 1/11/18, 1/22/18 and 2/12/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$4,137.60, \$265.50, and \$472.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,875.10**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/1/18, 1/1/18 and 2/1/18) from the funds of the University of Southern Mississippi. (These statements, in the amount of \$30.64, \$130.11, and \$22.77, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 183.52**

## **Legal fees approved for payment to outside counsel in relation to patent and other matters:**

Payment of legal fees for professional services rendered by Larry Schemmel (statements dated 1/5/18, 1/5/18, 1/5/18, 1/5/18, 1/5/18, 1/5/18, 1/5/18, 1/5/18, 1/5/18, 1/5/18, 2/7/18, 2/7/18, 2/7/18, 2/7/18, 2/7/18, 2/7/18, 2/8/18, 2/8/18, 2/8/18, 2/8/18, 2/8/18, 2/8/18, 2/8/18, and 2/8/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Linear Correspondence Assessment - \$1,800.00; JUVA (word mark) - \$325.00; RE-JUVA-NATE (word mark) - \$325.00; Delta Jazz - \$325.00; Freedom - \$425.00; Therabot A Support Companion and MSU Therabot (word mark) - \$450.00; Serpentine Load Monitoring Apparatus - \$480.00; Serpentine Load Monitoring Apparatus - \$850.00; Bio Based Polyether Amides from Lignin-Derived Building- \$65.00; Buckscore (word mark) - \$225.00; Buckscore (logo) - \$650.00; System and Method for Estimating Age of an Animal - \$240.00; Fiber Separation from Grains and Grain Products Using Electrostatic Methods - \$450.00; Therabot (word mark) - \$125.00; Therabot A Support Companion (logo) - \$125.00; Shock Wave Mitigating Helmets - \$240.00; Materials and devices that provide total transmission of electrons without ballistic propagation and methods of devising same - \$475.00; Inhomogeneous Computer Interconnects for Classical and Quantum Computers - \$365.00; Shock Mitigating Materials and Methods Utilizing Spiral Shaped Elements - \$435.00; Shock Mitigating Materials and Methods Utilizing Spiral Shaped Elements - \$50.00; Shock Mitigating Materials and Methods Utilizing Sutures - \$585.00; Utilization of Oleaginous Microorganisms as an Oral

# EXHIBIT 5

MARCH 22, 2018

Supplement for Animals - \$280.00; Mirror Network Framework for Assuring Information Systems - \$65.00, respectively.)

**TOTAL DUE.....\$ 9,355.00**

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 1/10/18 and 2/7/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - \$1,855.32; “Occidiofungin, a Unique Antifungal Glycopeptide Production by a Strain of Burkholderia Contaminans” - \$357.50, respectively.)

**TOTAL DUE.....\$ 2,212.82**

Payment of legal fees for professional services rendered by Stites & Harbison (three statements each dated 12/27/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Methods of Synthesizing Graphene from a Lignin Source” - \$154.50; “Pincer Metal OXO Complexes for Water-Splitting and C-H Bond Activation” - \$878.50; and Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$95.00.)

**TOTAL DUE.....\$ 1,128.00**

Payment of legal fees for professional services rendered by Armstrong|Teasdale (three statements each dated 12/19/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Detecting Transient Acoustic Signals - \$367.92; “Systems and Methods for Detecting Transient Acoustic Signals” - \$268.10; Systems and Methods for Preparing Solid Lipid Nanoparticles” - \$35.00.)

**TOTAL DUE.....\$ 671.02**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 12/12/17) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Cache Mapping Technology Matter” – \$2,596.00.)

**TOTAL DUE.....\$ 2,596.00**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 12/15/17, 12/15/17, 12/15/17, 12/15/17, 12/15/17, 12/15/17, 12/15/17, 12/15/17, 12/15/17, 12/18/17, 12/19/17, 12/20/17, 12/20/17, 12/22/17, 1/2/18, 1/22/18, 1/22/18, 1/22/18, 1/22/18, 1/22/18, and 1/22/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” -

# EXHIBIT 5

MARCH 22, 2018

\$8,467.28; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$2,419.84; “Compositions containing Delta-9-THC” - \$644.85; “Compositions containing Delta-9-THC” - \$2,375.75; “Compositions containing Delta-9-THC” - \$2,711.73; “Compositions containing Delta-9-THC” - \$2,071.01; “Compositions containing Delta-9-THC” - \$3,067.47; “Compositions containing Delta-9-THC” - \$3,834.37; “Compositions containing Delta-9-THC” - \$950.33; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$2,775.25; “Compositions containing Delta-9-THC” - \$492.13; “Highly Selective sigma receptor ligands and radioligands as probes” - \$308.25; “Compositions containing Delta-9-THC” - \$3,015.67; “Preparation of pre-coated RP-rotors and universal Chromatorotors” - \$200.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$6,706.76; “Compositions containing Delta-9-THC” - \$993.75; “Compositions containing Delta-9-THC” - \$875.58; “Compositions containing Delta-9-THC” - \$750.92; “Compositions containing Delta-9-THC” - \$1,252.06; “Compositions containing Delta-9-THC” - \$1,051.90; “Compositions containing Delta-9-THC” - \$814.86; “Compositions containing Delta-9-THC” - \$701.08; “Compositions containing Delta-9-THC” - \$639.94, respectively.)

**TOTAL DUE.....\$ 47,120.78**

Payment of legal fees for professional services rendered by Stites & Harbison (two statements each dated 12/27/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Stabilized Formulation of Triamcinolone Acetonide” - \$38.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$392.00.)

**TOTAL DUE.....\$ 430.00**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 12/14/17, 12/14/17, 1/31/18, 1/31/18 and 1/31/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,750.00, \$128.00, \$2,652.50, \$208.00 and \$104.00, respectively, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 5,842.50**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 28, 2017, to each and every member of said Board, said date being at least five days prior to this April 19, 2018 meeting. At the above-named place there were present the following members to wit: Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christine Pickering, Dr. Douglas Rouse, Mr. C.D. Smith and Dr. J. Walt Starr. The meeting was called to order by C.D. Smith, President. President Smith introduced Pastor Ben Stears of NorthPark Church in Meridian, Mississippi to provide the invocation.

**INTRODUCTION OF GUESTS**

- President Smith welcomed the Student Government Association Officers: Robert Tatum, SGA President-Elect at Alcorn State University; Charlie King, SGA President-Elect at Delta State University; Alexis Moore, SGA President, and La'Curtis Powell, President-Elect, at Jackson State University; Tyler McMurray, SGA President, and Mayah Emerson, President-Elect, at Mississippi State University; Jordan Freeman, SGA Vice President, and Brandon McCall, President-Elect, at Mississippi Valley State University; Elam Miller, SGA President-Elect at the University of Mississippi; Edgar Meyer, SGA President-Elect at the University of Mississippi Medical Center; and Cameron Cloud, SGA President, and McKenna Stone, President-Elect, at the University of Southern Mississippi.
- Trustee Christy Pickering introduced her husband, Brent Pickering.
- Dr. William Bynum, President of Jackson State University, introduced Mr. Warren Johnson, the new Vice President of Enrollment Management.

**PRESENTATION**

- Senator Hillman Frazier presented Dr. Glenn F. Boyce, Commissioner of Higher Education, with Senate Resolution #622 commending him on the years of service in higher education.

**APPROVAL OF THE MINUTES**

On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meetings held on March 21 and 22, 2018.

**CONSENT AGENDAS**

On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

**ACADEMIC AFFAIRS**

1. **SYSTEM** – Approved the following new academic units:

**CENTERS AND INSTITUTES**

- a. **MSU** – Mississippi Established Program to Stimulate Competitive Research (EPSCoR) Research Center. The Mississippi Research Consortium has submitted an Established Program to Stimulate Competitive Research (EPSCoR) Track 1 proposal to the National Science Foundation (NSF) to create the Mississippi EPSCoR Research Center. The Center will establish an interdisciplinary multi-institution research program between the four research universities: Jackson State University, Mississippi State University, University of Mississippi and University of Southern Mississippi, directed at critical and contemporary challenges in key focus areas of fundamental science and engineering research and education. The Center will address research challenges as part of the NSF EPSCoR Track 1 program and focus on building capacity and competitiveness in the designated research area. The research within this program is vital for the advancement of diverse technologies, such as sustainable energy, electronics, and biomedicine, critical to enhancing the competitiveness of existing industries and attracting new companies in the Mississippi Science and Technology (S&T) core priority areas of energy, advanced manufacturing, and health. Center workforce development efforts are aligned with the Mississippi S&T goal of growing and retaining a qualified STEM workforce. The Center will establish state-of-the-art research instrumentation for common use across the state; implement coordination and communication mechanisms to support multi-institutional collaborative research; provide interdisciplinary team training and professional development for junior faculty and students; support the hiring of new faculty members with research skills that strategically address critical needs; strengthen partnerships with national laboratories, industry, and tier-one research institutions; drive workforce development efforts aimed at attracting, developing, and retaining top research talent; and implement K-14 outreach efforts in minority-serving institutions to disseminate findings and build the diverse pipeline of next-generation STEM students.
- b. **MSU** – Center for Cyber Education. MSU is proposing to establish the Center for Cyber Education, a partnership with the Mississippi Department of Education (MDE), the MSU College of Education, the Bagley College of Engineering, the College of Business, Distributed Analytics and Security Institute (DASI,) and the Center for Cyber Innovation with the single mission of ensuring that all students in Mississippi have quality computer science instruction from elementary through high school. The Research and Curriculum Unit (RCU) has a 50-year history of working with MDE. The Center will continue as the major partner with MDE on the Computer Science for Mississippi (CS4MS) initiative. As an established unit, the Center for Cyber Education will add visibility to the effort and demonstrate MSU's commitment and leadership for Computer Science and cybersecurity in Mississippi. Housed initially at the RCU, the Center for Cyber Education will assign a

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

team to focus 100% of their time on this effort. The team will continue managing the CS4MS pilot and lead the transition from pilot stage to full scale implementation during 2018-19. The RCU has been approved by Code.org® to become the Regional Code.org® Partner. This partnership includes matching funds that will bring both visibility and much needed additional training support toward accomplishing the Center's goals. Once designated, the Center for Cyber Education will act as the Code.org® partner to manage and lead this commitment and opportunity. In September 2017, the RCU was awarded an *NSF CS for All* grant for \$770k. Funding from this grant will also support the activities of the proposed Center for Cyber Education.

- c. **UM** – University of Mississippi Institute for the Arts. The Departments of Art & Art History, English, Music, and Theatre Arts within the College of Liberal Arts, the Ford Center for Performing Arts, and the UM Museum request the creation of this institute. UM is poised to become a leader in Mississippi for training in fine or performing arts and for outreach programs that can transform the lives of young people. This multi-disciplinary institute will capitalize on strengths to further establish UM's identity, reputation, and legacy in the arts. Finally, UM's strategic plan, Flagship Forward, sets the goal of enhancing the visibility and appreciation of the arts in order "to celebrate the critical role that creativity plays in educating society and the process of discovery. Creativity is at the heart of a successful research institution."
- d. **UM** – Center for Biodiversity and Conservation Research (CBCR). Several academic disciplines use a scientific approach to study biological diversity. At UM, scientists span several departments where they study everything from the natural products that may improve the quality of life for humans to the biology of organisms from microbes to sharks. The proposed CBCR will coordinate faculty efforts at student training, leveraging opportunities for funding from private foundations, and responding to requests for interdisciplinary research by granting agencies. Because faculty come from multiple academic units, each with its own unique departmental emphasis, physical location, disparate teaching demands, and administrative architecture, collaboration will be greatly enhanced with the CBCR acting as a point of contact for granting agencies; and, as an information clearinghouse for communicating research and funding opportunities with appropriate subsets of member faculty. Competitiveness for grant funding will be enhanced due to the shared teaching and student training and research efficiency enabled by coordinating activities through the CBCR. The Center will provide the opportunity to discuss, within a cohesive group, ideas that will facilitate collaborations, grant proposals, and joint research publications.
- e. **UMMC** – Mississippi Center for Emergency Services (MCES). The MCES was created to expand Mississippi's ability to maintain medical services during unanticipated events across the state. The MCES will guide planning and response to a variety of hazards that could threaten the campus community, the environment of the hospital or the safety of

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

patients, staff, and visitors, or adversely impact the ability of the hospital to provide healthcare services to the community. Emergency operations planning is designed to meet federal, state and local planning requirements, as well as current emergency preparedness standards recommended by the U.S. Department of Health and Human Services Centers for Medicare and Medicaid Services. Strategic emergency planning is updated in collaboration with local, city, county, and state emergency management agencies.

- f. **USM – Center for Optoelectronic Materials and Devices.** The Center for Optoelectronic Materials and Devices at USM will lead interdisciplinary research efforts in electronic and photonic materials. Optoelectronics research is vital for the advancement of a variety of applications, such as electronics, biomedical devices, sensing, and sustainable energy, which will provide a key socioeconomic driver for the state of Mississippi. USM has made significant investment in optoelectronic materials research, hiring five new faculty with expertise in this area, and providing start-up funds to support their research. Funding from the Department of Defense, the Department of Energy, and the National Science Foundation has been secured to build state-of-the-art research capabilities at USM and to support research stipends for undergraduate and graduate student researchers. Recently acquired externally funded instrumentation at USM directly impacts and enables the proposed research center. Outreach to Mississippi industry and K-14 schools will be integrated through Center Director Morgan’s NSF Research Experience for Students and Research Experience for Teachers programs and School of Polymer Science and Engineering Industrial Advisory Board. The Center will enable interdisciplinary collaboration among researchers at the four Mississippi research universities. Faculty from Jackson State University, Mississippi State University, and the University of Mississippi will serve as associate members of the Center in the areas of materials synthesis, advanced characterization, and computation. The Center will be supported entirely through external funds. Faculty participants will have academic appointments within their disciplinary units.
- g. **USM – Mississippi Person Centered Practices Institute (PCPI).** The PCPI will be the organizational institute that will house the state wide person-centered practices training approaches that are being offered across the state as part of a Medicaid funded workforce development initiative. The PCPI will promote the use of person centered practices as an evidence-based intervention strategy for personnel working in Medicaid Home and Community-Based Waiver programs. The PCPI will train personnel and staff, including case managers across the state to support older adults, persons with disabilities, and their respective families in developing plans that enable people to live high quality lives in the least restrictive environments within their communities. The PCPI will be a limited scope and outreach institute that exists within the School of Social Work. The PCPI will also provide the state with a center of excellence that will be located on the USM campus. The PCPI will not represent a financial liability to USM at this time or any time in the future.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

The activities that are taking place already are part of a grant funded by the Mississippi Division of Medicaid.

2. **SYSTEM** – Approved the following academic unit modifications:

**REORGANIZATION AND RENAME**

- a. **DSU** – Reorganize three separate units: Department of Biological Sciences, Department of Chemistry and Physics, and the Department of Mathematics and rename the new Unit the Division of Mathematics and Sciences. The resignation of the department head of Mathematics brought about the opportunity to be able to focus on the need for a consolidated STEM push for DSU and engage K-12 faculty and students in the Delta Region. Consolidating the units will allow for a better method of communication among the faculty and sharing of information regarding collaborative research opportunities and will provide a consolidated unit for recruitment of future STEM majors. Additionally, the proposed modification will provide a net cost savings.

**RENAME**

- b. **UM** – Rename the Center for Educational Research and Evaluation (CERE) the Center for Research Evaluation (CERE). The Center for Educational Research and Evaluation was created to conduct and evaluate educational research and evaluate other types of research. Over the last 5 years, the Center's work has shifted away from education and toward general research evaluation. The School of Education is not able to provide the same level of supervision, administrative support, and promotion that the center can enjoy with a more central administrative home. By dropping "Education" from the center name, UM will be able to advertise it to a wider base of potential clients and job applicants. By moving the Center to report to Vice Chancellor for Research and Sponsored Programs, UM can increase its visibility within and beyond the institution, leading to more grants and contracts and a greater impact.
- c. **UM** – Rename the Department of Theatre Arts the Department of Theatre and Film. The new department name will more closely align with the shift in emphasis within the department toward film production. Additionally, students interested in theatre performance will receive training through the newly revised emphasis titled "Acting for Stage and Screen." Theatre students will be better prepared for a wider variety of jobs in the entertainment industry.

3. **SYSTEM** – Approved the following academic program modifications:

**RENAME**

- a. **MSU** – Rename the Human Development and Family Studies to Human Development and Family Sciences. The change in the name of the degree from Human Development and Family Studies to Human Development and Family Science emphasizes the scientific character of the discipline, makes the name of the major consistent with a nationwide renaming trend in the discipline, and aligns the name of the graduate major with the new name of the undergraduate major.
- b. **MSU** – Rename the Doctor of Philosophy (PhD) in College Postsecondary Student Counseling and Personnel Services to Doctor of Philosophy in Counselor Education. The PhD degree in Counselor Education is designed for experienced counseling practitioners wanting to become leaders and trainers of counselors. Candidates learn executive and supervisory skills, theory, ethical decision making and behavior, advanced training in

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

- research methodology, evidence-based methods for an increasingly diverse population, and hands-on internship and practicum experiences in applying their own skills. The proposed name change will not warrant curricular changes, additional costs, or additional personnel.
- c. **MUW** – Rename the Master of Fine Arts (MFA) in Physical Theatre to Master of Fine Arts in Theatre Education. This will be a low-residency program geared towards current and aspiring drama teachers who want a graduate degree that fits with their teaching schedules. Although the MFA in Physical Theatre has been well enrolled, since the program was offered completely in Italy, the expenses for the program offset any financial benefit to the university. This low-residency will be cost effective and better serve Mississippi students. Courses during the school year will be online and will consist of theatre courses in practical production coupled with courses in dramatic literature and playwriting. Students will attend classes on the campus of MUW during the summer months. This will consist of courses better suited to face-to-face instruction, such as Costuming, Acting and Directing.
  - d. **MUW** – Rename the Bachelor of Science in Business Administration to the Bachelor of Business Administration. The name more accurately reflects the curriculum with its emphasis on a robust business administration core. The modified title also provides students the opportunity to pursue a degree with a title more recognizable by potential employers.
  - e. **MVSU** – Rename the Bachelor of Music Education to Bachelor of Arts in Music Education. There will be no curriculum changes to the new music degree offering. The goals and objectives of the student learning outcomes will not change, and the quality of program will be maintained under its accrediting agency, the National Association of Schools of Music (NASM). NASM has approved this change.
  - f. **UM** – Rename the Master of Administration in Recreation Administration to Master of Science in Sport and Recreation Administration. The proposal to change the name of the current graduate degree reflects the mission, vision and direction of the graduate degree and will be congruent with the undergraduate program. The proposed change will provide contemporary graduate level education for students interested in a sport and recreation-related program, assure that the undergraduate and graduate programs are collinear in educational goals, and provide contemporary education that will matriculate marketable professionals.
  - g. **UMMC** – Rename the Medical Pharmacology to Experimental Therapeutics and Pharmacology. The School of Graduate Studies in the Health Sciences and the Department of Pharmacology and Toxicology offer a 4 to 5-year program of study leading to the Doctor of Philosophy degree. The department is well equipped for pharmacology training and research. Each faculty member has generous laboratory space and the specialized equipment necessary for their research. Additionally, there is an abundance of shared, state-of-the-art, departmental equipment and facilities. Application for pre-doctoral funding is promoted as an essential part of the students' training and development. The Department of Pharmacology and Toxicology is strongly committed to graduate research and teaching. As the department is relatively small in size, this advantage promotes close scientific interactions between faculty members and students.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

**SUSPEND**

- h. **JSU** – Suspend the Bachelor of Science in Biotechnology due to low enrollment and failure to meet the standard for productivity.
- i. **JSU** – Suspend the Bachelor of Science in Education in Mathematics Education due to low enrollment and failure to meet the standard for productivity.
- j. **JSU** – Suspend the Bachelor of Arts in Urban Studies due to low enrollment and failure to meet the standard for productivity.
- k. **JSU** – Suspend the Bachelor of Arts in Political Science due to insufficient graduation rates.
- l. **JSU** – Suspend the Master of Science in Teaching in Science and Mathematics due to low enrollment and failure to meet the standard for productivity.
- m. **JSU** – Suspend the Master of Science in Environmental Sciences due to low enrollment.
- n. **JSU** – Suspend the Master of Science in Secondary Education due to low enrollment.
- o. **JSU** – Suspend the Education Specialist in Reading due to low enrollment.
- p. **MUW** – Suspend the Bachelor of Arts/Bachelor of Science in General Studies. The program is being replaced by The Bachelor of Professional Studies program.
- q. **MUW** – Suspend the Bachelor of Science in Accounting. Students completing the Bachelor of Business Administration degree will have the option of a concentration in Accounting. The request to suspend is pending approval of renaming the BS in Business Administration to The Bachelor of Business Administration.
- r. **MVSU** – Suspend the Master of Science in Special Education to restructure the program in order eliminate unnecessary curricula redundancies.

**DELETE**

- s. **MSU** – Delete the BBA Risk Management, Insurance and Financial Planning. The program was modified to form concentrations in Risk Management and Insurance under the BBA Finance major. All students enrolled in the Risk Management, Insurance and Financial Planning major have either graduated, switched to the new concentration, or to another major.
- t. **MUW** – Delete the Bachelor of Arts in Biology. MUW will continue to offer the Bachelor of Science in Biology.
- u. **UMMC** – Delete the Master of Science (MS) and Doctor of Philosophy (PhD) programs in Clinical Health Sciences (CHS). UMMC requested suspension of the programs in 2013. The last cohort successfully completed the degree program at the end of the fall semester, 2017.
- v. **USM** – Delete the Master of Arts in Speech and Hearing Sciences. USM will continue to offer the Master of Science in Speech and Hearing Sciences.
- w. **USM** – Delete the Master of Science in Political Science. USM will continue to offer the Master of Arts in Political Science.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

4. **SYSTEM** – Approved the degrees to be conferred in Spring 2018 provided each candidate has met all requirements for the degree.

<b>Institution</b>	<b>Degree to be Conferred</b>	<b>Number</b>	<b>Subtotal</b>	<b>Total</b>	
<b>Alcorn State University</b>					
	<i><b>Undergraduate</b></i>				
	Associate of Science in Nursing	16			
	Bachelor of Science	239			
	Bachelor of Arts in Music	2			
	Bachelor of Music	4			
	Bachelor of Science in Nursing	32			
	Bachelor of Arts	62			
	Bachelor of Social Work	12			
			<b>367</b>		
	<i><b>Graduate</b></i>				
	Educational Specialist	3			
	Master of Science in Applied Science	21			
	Master of Arts in Teaching	6			
	Master of Business Administration	13			
	Master of Science in Agriculture	8			
	Master of Science in Biology	9			
	Master of Science in Biotechnology	3			
	Master of Science in Computer and Information Science	13			
	Master of Science in Elementary Education	1			
	Master of Science in Secondary Education	24			
	Master of Science in Nursing	9			
	Master of Science in Workforce Education Leadership	15			
			<b>125</b>		
				<b>492</b>	
<b>Delta State University</b>					
	<i><b>College of Arts and Sciences</b></i>				
	Bachelor of Arts	11			
	Bachelor of Fine Arts	11			
	Bachelor of Music	1			
	Bachelor of Music Education	4			
	Bachelor of Science	54			
	Bachelor of Science in Education	5			
	Bachelor of Science in Social Justice and Criminology	6			
	Bachelor of Science in Interdisciplinary Studies	1			
	Bachelor of Social Work	23			
			<b>116</b>		
	<i><b>College of Business</b></i>				
	Bachelor of Business Administration	55			
	Bachelor of Commercial Aviation	8			

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

Institution		Degree to be Conferred	Number	Subtotal	Total	
				<b>63</b>		
		<i>College of Education</i>				
		Bachelor of Arts	15			
		Bachelor of Science	43			
		Bachelor of Science in Education	17			
				<b>75</b>		
		<i>School of Nursing</i>				
		Bachelor of Science in Nursing	25			
				<b>25</b>		
		<i>School of Graduate Studies</i>				
		Master of Business Administration	22			
		Master of Commercial Aviation	7			
		Master of Education	19			
		Master of Arts in Teaching	1			
		Master of Arts in Liberal Studies	1			
		Master of Professional Accountancy	3			
		Master of Science in Social Justice and Criminology	9			
		Master of Science in Sport and Human Performance	17			
		Master of Science in Community Development	7			
		Master of Science in Nursing	9			
		Education Specialist	20			
		Doctor of Education	3			
		Doctor of Nursing Practice	3			
				<b>121</b>		
					<b>350</b>	
<b>Jackson State University</b>						
		<i>Undergraduate</i>				
		Bachelor of Arts	46			
		Bachelor of Business Administration	69			
		Bachelor of Music	2			
		Bachelor of Music Education	3			
		Bachelor of Science	375			
		Bachelor of Science Education	10			
		Bachelor of Social Work	42			
				<b>547</b>		
		<i>Graduate</i>				
		Doctor of Education	2			
		Doctor of Philosophy	26			
		Doctor of Public Health	3			
		Specialist in Education	18			
		Master of Arts	10			

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

Institution		Degree to be Conferred	Number	Subtotal	Total	
		Master of Arts in Teaching	8			
		Master of Business Administration	6			
		Master of Music Education	1			
		Master of Professional Accountancy	3			
		Master of Public Health	8			
		Master of Public Policy and Administration	7			
		Master of Science	54			
		Master of Science in Education	31			
		Master of Science in Teaching	1			
		Master of Social Work	52			
				<b>230</b>		
					<b>777</b>	
<b>Mississippi State University</b>						
	<b><i>College of Agriculture and Life Sciences</i></b>					
		Bachelor of Landscape Architecture	12			
		Bachelor of Science	273			
		Master of Agribusiness Management	1			
		Master of Science	30			
		Doctor of Philosophy	17			
				<b>333</b>		
	<b><i>College of Architecture, Art, and Design</i></b>					
		Bachelor of Architecture	22			
		Bachelor of Fine Arts	32			
		Bachelor of Science	40			
				<b>94</b>		
	<b><i>College of Arts and Sciences</i></b>					
		Bachelor of Arts	327			
		Bachelor of Science	401			
		Bachelor of Social Work	31			
		Master of Arts	17			
		Master of Public Policy and Administration	13			
		Master of Science	34			
		Doctor of Philosophy	6			
				<b>829</b>		
	<b><i>College of Business</i></b>					
		Bachelor of Business Administration	358			
		Master of Business Administration	56			
		Master of Science Information Systems	4			
		Doctor of Philosophy	1			
				<b>419</b>		
	<b><i>College of Education</i></b>					
		Bachelor of Science	390			

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

Institution		Degree to be Conferred	Number	Subtotal	Total	
		Bachelor of Music Education	2			
		Master of Arts in Teaching	3			
		Master of Arts in Teaching Middle	5			
		Master of Arts in Teaching Secondary	10			
		Master of Arts in Teaching Special	1			
		Master of Science	63			
		Master of Science Instructional Technology	3			
		Educational Specialist	5			
		Doctor of Philosophy	10			
				<b>492</b>		
	<b><i>College of Engineering</i></b>					
		Bachelor of Science	470			
		Master of Science	54			
		Master of Engineering	4			
		Doctor of Philosophy	19			
				<b>547</b>		
	<b><i>College of Forest Resources</i></b>					
		Bachelor of Science	44			
		Master of Science	13			
		Doctor of Philosophy	4			
				<b>61</b>		
	<b><i>College of Veterinary Medicine</i></b>					
		Bachelor of Science	25			
		Master of Science	5			
		Doctor of Philosophy	3			
		Doctor of Veterinary Medicine	82			
				<b>115</b>		
	<b><i>School of Accountancy</i></b>					
		Bachelor of Accountancy	87			
		Master of Professional Accountancy	25			
		Master of Taxation	5			
				<b>117</b>		
					<b>3054</b>	
<b>Mississippi University for Women</b>						
	<b><i>Undergraduate</i></b>					
		Associate of Science in Nursing	52			
		Bachelor of Art	32			
		Bachelor of Fine Art	10			
		Bachelor of Applied Science	20			
		Bachelor of Music	4			
		Bachelor of Science	163			
		Bachelor of Science in Nursing	75			

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

Institution		Degree to be Conferred	Number	Subtotal	Total	
				<b>355</b>		
	<i>Graduate</i>					
		Master of Art	1			
		Master of Business Administration	2			
		Master of Education	5			
		Master of Fine Art	12			
		Master of Public Health	3			
		Master of Science	13			
		Doctor of Nursing Practice	5			
				<b>41</b>		
					<b>397</b>	
<b>Mississippi Valley State University</b>						
	<i>Undergraduate</i>					
		Bachelor of Arts	51			
		Bachelor of Arts in Mass Communication	14			
		Bachelor of Music	2			
		Bachelor of Secondary Education	6			
		Bachelor of Science	201			
		Bachelor of Social Work	24			
	<i>Graduate</i>			<b>298</b>		
		Master of Science	35			
		Master of Arts	7			
		Master of Arts in Teaching	6			
		Master of Social Work	32			
		Master of Business Administration	21			
				<b>101</b>		
					<b>399</b>	
<b>University of Mississippi</b>						
	<i>College of Liberal Arts</i>					
		Bachelor of Arts	543			
		Bachelor of Science	71			
		Bachelor of Fine Arts	8			
		Bachelor of Music	11			
				<b>634</b>		
	<i>School of Engineering</i>					
		Bachelor of Science in Chemical Engineering	26			
		Bachelor of Science in Civil Engineering	28			
		Bachelor of Science in Computer Science	22			
		Bachelor of Science in Electrical Engineering	21			
		Bachelor of Science in Mechanical Engineering	57			
		Bachelor of Science in Geological Engineering	30			

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

Institution		Degree to be Conferred	Number	Subtotal	Total	
		Bachelor of Engineering	13			
		Bachelor of Science in Geology	7			
				<b>204</b>		
	<i>School of Education</i>					
		Bachelor of Arts in Education	199			
				<b>199</b>		
	<i>School of Pharmacy</i>					
		Doctor of Pharmacy	101			
				<b>101</b>		
	<i>School of Business</i>					
		Bachelor of Business Administration	537			
				<b>537</b>		
	<i>School of Accountancy</i>					
		Bachelor of Accountancy	175			
				<b>175</b>		
	<i>School of Applied Sciences</i>					
		Bachelor of Science in Criminal Justice	119			
		Bachelor of Science in Exercise Science	139			
		Bachelor of Science	182			
		Bachelor of Social Work	30			
		Bachelor of Arts in Parks and Recreation Administration	9			
		Bachelor of Paralegal Studies	12			
				<b>482</b>		
	<i>School of Journalism and New Media</i>					
		Bachelor of Arts in Journalism	55			
		Bachelor of Science (IMC)	159			
				<b>214</b>		
	<i>General Studies</i>					
		Bachelor of General Studies	131			
				<b>131</b>		
	<i>Graduate School</i>					
		Master of Arts	127			
		Master of Criminal Justice	11			
		Master of Science	81			
		Master of Science in Exercise Science	6			
		Master of Fine Arts	10			
		Master of Accountancy	37			
		Master of Business Administration	29			
		Master of Taxation	8			
		Master of Education	39			
		Master of Music	8			
		Specialist in Education	5			

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

Institution		Degree to be Conferred	Number	Subtotal	Total	
		Doctor of Education	31			
		Doctor of Philosophy	78			
				<b>477</b>		
	<b>Law School</b>					
		Juris Doctor	119			
		Master of Laws	1			
				<b>120</b>		
					<b>3283</b>	
<b>University of Mississippi Medical Center</b>						
	<b>Undergraduate</b>					
		Bachelor of Science in Nursing	143			
		Bachelor of Science in Dental Hygiene	18			
		Bachelor of Science in Health Informatics and Information Management	13			
		Bachelor of Science in Health Sciences	21			
		Bachelor of Science in Medical Laboratory Science	14			
		Bachelor of Science in Radiologic Sciences	47			
				<b>256</b>		
	<b>Graduate/Professional</b>					
		Master of Science	61			
		Master of Occupational Therapy	38			
		Master of Science in Nuclear Medicine Technology	6			
		Master of Science in Magnetic Resonance Imaging	6			
		Master of Science in Nursing	78			
		Master of Health Science	15			
		Master of Health Informatics and Information Mgmt.	1			
		Doctor of Medicine	139			
		Doctor of Dental Medicine	34			
		Doctor of Philosophy	12			
		Doctor of Nursing Practice	12			
		Doctor of Physical Therapy	49			
		Doctor of Health Administration	13			
				<b>464</b>		
					<b>720</b>	
<b>University of Southern Mississippi</b>						
	<b>College of Arts and Letters</b>					
		Bachelor of Arts	145			
		Bachelor of Fine Arts	37			
		Bachelor of Interdisciplinary Studies	8			
		Bachelor of Liberal Studies	55			
		Bachelor of Music	10			
		Bachelor of Music Education	11			
		Bachelor of Science	25			
		Master of Arts	13			
		Master of the Arts in Teaching of Language	10			

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

Institution		Degree to be Conferred	Number	Subtotal	Total	
		Master of Fine Arts	5			
		Master of Music	16			
		Master of Science	5			
		Doctor of Musical Arts	12			
		Doctor of Philosophy	23			
				<b>376</b>		
	<b><i>College of Business</i></b>					
		Bachelor of Science	17			
		Bachelor of Science in Business Administration	250			
		Master of Business Administration	15			
		Master of Professional Accountancy	13			
		Master of Science	18			
				<b>313</b>		
	<b><i>College of Education and Psychology</i></b>					
		Bachelor of Arts	8			
		Bachelor of Science	212			
		Master of Arts	7			
		Master of Arts in Teaching	1			
		Master of Education	31			
		Master of Library and Information Science	21			
		Master of Science	17			
		Specialist in Education	1			
		Doctor of Philosophy	18			
				<b>316</b>		
	<b><i>College of Health</i></b>					
		Bachelor of Arts	29			
		Bachelor of Science	123			
		Bachelor of Social Work	39			
		Master of Public Health	18			
		Master of Science	40			
		Master of Social Work	85			
		Doctor of Audiology	4			
				<b>338</b>		
	<b><i>College of Nursing</i></b>					
		Bachelor of Science in Nursing	104			
		Master of Science in Nursing	41			
		Doctor of Nursing Practice	4			
		Doctor of Philosophy	2			
				<b>151</b>		
	<b><i>College of Science and Technology</i></b>					
		Bachelor of Arts	252			
		Bachelor of Science	32			

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

Institution		Degree to be Conferred	Number	Subtotal	Total	
		Doctor of Philosophy	29			
				360		
					1854	
<b>System Total</b>						<b>11,326*</b>

\*The System total for Spring 2018 represents an increase of 641 graduates from Spring 2017. Spring 2017=10,685

## FINANCE

5. **IHL Executive Office** – Approved the request to enter into the Regional Contract Program (RCP) with Southern Regional Education Board (SREB) to reserve seats at out-of-state schools of Optometry and to prepay for the services in accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services. Reserving the seats ensures opportunities for Mississippi students without the necessity of creating a new program in Mississippi. We currently reserve seven (7) seats for Mississippi students at Southern College of Optometry and two (2) seats at the University of Alabama, Birmingham. SREB will contract with the accredited institutions, Southern College of Optometry and University of Alabama at Birmingham, to reserve slots for student applicants certified as bona fide residents from Mississippi in Optometry for Academic Year 2018-19 and the contract will renew automatically for five additional one-year terms. Adjustments to the basic contract will be made annually during the five-year period through an amendment. IHL will pay a contracted rate for each seat that is filled by a Mississippi student, which represents a negotiated reduced tuition rate. The student must apply through SFA and meet state residency requirements, and the student must also be fully admitted by the school before being offered a seat. This is a forgivable student loan and the student will sign a Master Contract with the state before any money is disbursed on behalf of the student. This agreement shall be effective from July 1, 2018 through June 30, 2019 and shall renew automatically each year for five additional one (1) year terms, unless either party gives the other at least nine months' prior written notice of its intention to terminate the agreement at the end of the then-current term. The approved contract fees for AY2018-19 and AY2019-20 are \$19,200 per slot for Optometry, which is an estimated total of \$691,200 per academic year. Funds are available from general funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
6. **MSU** – Approved the request to enter into a new contract with Everbridge, Inc. to provide emergency notification software (ENS), services, and maintenance and to prepay invoices as needed in accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services. This new software system is needed, as the current ENS, MIR3/Onsolve, does not provide the necessary features and requirements for informing the university community of dangers. The contract term is for five years with an option to renew for an additional five-year term. The Board approved expenditures up to \$955,000.00 to match the amount approved by MDITS. Funds are available from MSU general funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

7. **MSU** – Approved the third amendment to the agreement between the MSU Office of Nutrition Education (ONE) and Frontier Strategies, LLC, for the purposes of making an increase cost change to the contract production and placement budgets. Addendum #3 will increase the Production Services plan by \$953,000 to fund production of (1) an additional television and radio advertisement focusing on physical activity, (2) 20 additional how-to/instructional web videos focused on key campaign messages and (3) additional signage and printed materials to reinforce the media messages. The Placement Plan increase of \$487,500 will provide funds for the TV and radio advertising placement and an additional two and a half months of online media advertising. The term for amendment number 3 is October 1, 2018 through September 30, 2019. The agreement may be renewed for a period of one (1) year upon agreement of both parties in writing, not to exceed a total agreement life of five (5) years. The total contract amount is currently \$1,750,000. The proposed increase with amendment number 3 is \$1,440,500. Payments will be issued on a weekly basis upon receipt of invoices from Frontier Strategies, based upon actual services rendered. Total for the Production Plan is: \$1,603,000. The total for the Media Placement Plan is: \$1,587,500. The total for the contract is \$3,190,500. The contract and addenda are funded by a subgrant between the Mississippi Department of Human Services (MDHS) and MSU and the ONE. The funding source for the subgrant is the United States Department of Agriculture (USDA). The funding for this agreement was approved by the USDA on September 29, 2017 and the subgrant between MSU and MDHS was signed on October 4, 2017. This funding is approved and awarded on a year-to-year basis from October 1 through September 30; therefore, MSU is unable to enter into a long-term contract. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
8. **MVSU** – Approved the request to enter into an agreement with ThyssenKrupp Elevator Corporation for elevator maintenance services and to prepay the annual fee for each year of service in accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services. The term of the agreement is five (5) years, May 1, 2018 through April 30, 2023. The total estimated annual cost of the agreement, with a 3 % discount for the annual price, is \$55,477.18 resulting in a total estimated cost of \$277,385.90. Charges for the services will be billed yearly prior to the performance of the work. The agreement will be funded by E&G funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
9. **UMMC** – Approved the request to enter into a Letter Agreement with Cisco Systems, Inc. (Cisco) for the purchase of hardware and associated software to form a unified communications system at UMMC. The unified system will integrate voice, video, voicemail, and chat functionalities into one (1) consolidated platform. The term of this agreement is three (3) years, beginning upon execution of the Letter Agreement, which is estimated to be on or about April 1, 2018. The estimated cost of the agreement is \$2,980,234.52 for the hardware and associated software. This agreement will be funded by general funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
10. **UMMC** – Approved the request to enter into the Fourth Amendment with Clinical Drug Information, LLC (CDI) (successor-in-interest to Wolters Kluwer Health, Inc.) to the Standard License Agreement for the Medi-Span drug databases. The Fourth Amendment will extend the current license term for one (1) year, add the Drug Therapy Monitoring System V2.2 to the licensed product list, and add the Mississippi Department of Health (MSDH) as an affiliated location to

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

enable MSDH access to the licensed content. The addition of the affiliated location for MSDH is part of the Epic Community Connect (ECC) project. The term of the Fourth Amendment is one (1) year, beginning June 1, 2018 and ending May 31, 2019. The total term of the amended agreement is seven (7) years, from June 1, 2012, through May 31, 2019. The estimated cost of the Fourth Amendment is \$105,872.00. The total estimated cost of the amended agreement is \$617,162.00. This agreement will be funded through hospital patient revenue for licenses utilized by UMMC, but for licenses for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

11. **UMMC** – Approved the request to enter into an agreement with Compass Clinical Consulting Co. for an Interim Director of Perioperative Services while UMMC's permanent Director is on deployment with the United States Army. The term of the agreement is approximately eight (8) months – April 30, 2018 through December 21, 2018. The total estimated cost over the eight (8) month term is \$298,500.00. The rate for the interim Perioperative Director is \$1,500 per day, five (5) days per week, excluding UMMC holidays. In addition, travel and housing expenses will be billed at a flat rate of \$1,500 per week during periods of performance. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
12. **UMMC** – Approved the request to enter into a Lease Agreement with Jackson Medical Mall Foundation (JMMF) for approximately 2,930 square feet of space located at the Jackson Medical Mall, 350 West Woodrow Wilson Avenue, Jackson, MS, for the *All of Us* Research Program, a national research study by the National Institutes of Health. The Board also approved the request to prepay rent on the first day of each month in accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services. This lease will allow UMMC to participate in research for the *All of Us* Research Program, an effort funded by the NIH, to gather data from more than 1 million people living in the United States, with the ultimate goal of accelerating research and improving health. The term of the Lease Agreement is five (5) years. The commencement date of the Lease Agreement will be at the time the NIH funding has been approved. UMMC and JMMF will memorialize the commencement date once determined, and UMMC will update the Board Staff accordingly. The total cost over the five (5) year term of the Lease Agreement is estimated to be \$250,666.83. Prior to July 1, 2018, the initial rent is \$16.17 per square foot. Each July 1, the rent is subject to an increase equal to the lesser of two percent (2%) or the percentage change in the U.S. Consumer Price Index. For the total estimated cost herein, UMMC has included the maximum two percent (2%) annual increase above the initial rent. The agreement will be funded by grant funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
13. **UMMC** – Approved the request to enter into a Laboratory Services Agreement with Laboratory Corporation of America Holdings (LabCorp) for the provision of outside reference laboratory services at discounted pricing. Under the Agreement, LabCorp performs histocompatibility testing for UMMC's Bone Marrow Transplant program and provides storage of samples. The contract is for five (5) years, beginning May 1, 2018, and ending April 30, 2023. The total estimated cost of the agreement over five (5) years is \$1,253,328.82, based upon UMMC's historical testing needs. UMMC has calculated an annual increase of five percent (5%) for potential patient and testing volume growth. The Agreement will be funded by hospital patient revenue. The agreement, which

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

14. **UMMC** – Approved the request to enter into an agreement with Medtronic USA, Inc. for the purchase of one (1) O-Arm® System, including equipment and software. The O-Arm system is a 2D and 3D mobile imaging system that provides multidimensional intraoperative imaging and improves the surgeon's precision during complex neurosurgical and otolaryngologic procedures. The term of the agreement is for one (1) year from the date of delivery of the system, approximately April 27, 2018 through April 26, 2019. The total contract cost is \$582,324.50, for one (1) O-Arm® System, including equipment, software, installation, training, and support. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
15. **UMMC** – Approved the request to enter into an agreement with Medtronic USA, Inc. for the purchase of neuromodulation implant products that are used in association with the Medtronic O-Arm® System. The implant products are required to perform deep brain stimulation procedures, which are used to treat various disorders, such as essential tremor, Parkinson's disease and dystonia, and more recently, obsessive-compulsive disorder. The term of the agreement is for five (5) years, May 1, 2018 through April 30, 2023. The total estimated contract cost is \$4,618,578.24. UMMC has calculated a ten percent (10%) increase into the annual cost in anticipation of an increase in patient volume. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
16. **UMMC** – Approved the request to enter into a Lease Agreement (Lease) with Meridian Airport Authority (MAA) for space at its Key Field Airport, including a hangar to house a medical helicopter and adjacent site for placement of a modular trailer for use as offices and a place for overnight stays for the helicopter personnel. Under the Lease, UMMC will purchase fuel from MAA for its medical helicopter. The Board also approved the request to prepay rent on the first day of each month in accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services. East Central Mississippi is one (1) of four (4) helicopter bases strategically located across the State, which locates aircraft closer to patients needing critical care transport, thereby decreasing the amount of time before the patient can receive medical treatment on site at UMMC. Key Field Airport is the only public airport in Meridian and the only seller of helicopter fuel. The term of the Lease is five (5) years from May 1, 2018, through April 30, 2023. The total estimated cost of the Lease is \$715,401.00. The fixed monthly rental fee is \$2,143 per month for a total of \$128,580 for the five (5) year term. The cost of fuel purchased from MAA will vary based on MAA's cost of fuel and UMMC's usage of the helicopter. Under the Lease, UMMC may purchase helicopter fuel at MAA's cost of fuel plus twenty-five cents (\$0.25) per gallon. The estimated cost of fuel for the term of the Lease is \$586,821, which includes a ten percent (10%) annual increase for fuel market fluctuations and UMMC's actual fuel usage. The Lease will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
17. **UMMC** – Approved the request to enter into a Statement of Work (SOW) with MoreDirect, Inc. d/b/a Connection for Carousel Industries of North America, Inc. (Carousel) to provide implementation services of a unified communications system. This unified system will integrate voice, video calling/conferencing, contact center, voice messaging, and chat functionalities into one (1) consolidated platform. The term of the SOW is four (4) years, beginning May 1, 2018,

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

and ending April 30, 2022. The Master Service Agreement was effective October 16, 2017 and continues for a total term of five (5) years, including all renewals. The estimated cost of the SOW is \$2,259,392.92. A breakdown of the estimated cost is included in the bound *April 19, 2018 Board Working File*. The agreement will be funded by general funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

18. **UMMC** – Approved the request to amend its Statement of Work (SOW) for the Sg2 MarketEdge Services (First Amendment) with SF-2, LLC (Sg2) to purchase Care Grouper, an additional software application. The Care Grouper application is designed for easier and more robust grouping of UMMC service line data for aggregation, analysis, and reporting purposes. The Board also approved the request to prepay the annual service fee each year in accordance with Board Policy 707.03, Approval of Prepayment for Goods or Services. The term of the agreement remains three (3) years beginning on November 1, 2017, ending October 31, 2020. The First Amendment will begin upon execution, which is expected to be on or about April 1, 2018, and will expire on October 31, 2020. The total cost of the First Amendment is \$61,818.00. The total cost of the amended agreement is \$986,818. This agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
19. **UMMC** – Approved the request to engage the following CPA firms to conduct the annual audit for fiscal year 2018 in accordance with Board Policy 301.0806 University Foundation/Affiliated Entity Activities Subsection D General Requirements of Affiliation Agreements.

UMMC Affiliated Entity	CPA Firm
University of Mississippi Medical Center Research and Development Foundation	Harper, Rains, Knight & Company, P.A.
Friends of Children's Hospital, Inc.	BKD, LLP

20. **USM** – Approved the request to enter into a contract with Air Planning, LLC for air charter service for the University's football team during its 2018 season. Air Planning, LLC will arrange for the University's air charters with Allegiant Airlines for four away games this fall. The Board also approved the request to make payment in advance in accordance with the terms of the agreement pursuant to IHL Board Policy 707.03 Approval of Prepayment for Goods or Services. The term of this agreement will commence upon execution by both parties after approval by the IHL Board. The term will conclude at the end of the last scheduled flight on November 24, 2018. For this service, the University will pay Air Planning, LLC the sum of \$366,251 plus any fuel surcharges that result from market fuel prices. The fuel surcharges are currently estimated at \$10,000 for a total contract amount of \$376,251. The fuel base for flights operated under this agreement is \$3.00 per gallon. The agreement will be funded with Auxiliary Funds from the University's Department of Athletics. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
21. **USM** – Approved the request to modify the total expenditure amount applicable to the Reimbursable Space Act Agreement between The National Aeronautics and Space Administration Stennis Space Center (NASA) and the Board of Trustees of Mississippi Institutions of Higher Learning for the Center of Higher Learning and Related University Activities (IHL). This Agreement will be effective upon the date of the latest party's signature and will expire five years from said date or until the completion of all obligations of the parties, whichever comes first. The

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

total estimated cost of the original agreements was \$3,575,875 based on historical cost for the last five years of the agreement. This modification will increase the total estimated cost to \$3,648,000. State of Mississippi Appropriations for Center of Higher Learning, Education and General funds for the Department of Marine Sciences. As the Board is being asked to provide approval to modify the total expenditure amount of the agreement, no additional approval by the Attorney General's Office is required.

**REAL ESTATE**

22. **UMMC** – Approved the initiation of **IHL 209-566, Day Surgery and Patient Care Units Expansion**, and the appointment of ESA Architects as the design professional. This project will expand the existing day surgery suite and will provide design for the build-out of the shelled floors in the existing Critical Care Hospital and Adult Hospital. The future build-out will provide expansion of ICU, Psychiatric and Med/Surgery facilities. The proposed project budget is \$11 million. Funds are available from UMMC SSA [Shared Services Account] – Building Improvements (\$11,000,000).
23. **MSU** – Approved the request to increase the project budget for **IHL 205-284, Catalpa and Sand Creek Wastewater Lift Stations Improvements**, from \$365,000 to \$2.5 million, an increase of \$2,135,000. This is the first budget escalation request made for this project by the university. The increase reflects actual costs now that the pre-planning phase is complete. This project will provide design and construction for the upgrade of the wastewater lift stations located on the North and South Farms on the MSU campus. Funds are available from MSU Resources and Wastewater Connection Fees (\$2,500,000).
24. **MSU** – Approved the request to increase the project budget for **IHL 205-285A, MSU Chilled Water Loop Upgrade**, from \$4 million to \$5 million, an increase of \$1 million. The project funding source will not change. This is the first budget escalation request made for this phase of the project by the university. The project will include the installation of 20" diameter supply and return lines across the midpoint of the existing central water loop. The new installation will cross the existing drill field and connect to the existing central plant. Funds are available from MSU Operation and Maintenance Recovery Funds (\$5 million).
25. **UMMC** – Approved the request to increase the project budget for **IHL 209-561, Campus HVAC Upgrades FY18**, from \$2,750,000 to \$5,577,000, for an increase of \$2,827,000. This is the first budget escalation request made for this project by the university. The project will replace the air handler serving the existing main operating rooms. The proposed project budget is UMMC SSA [Shared Services Account] – Building Improvements (\$5,577,000).
26. **MSU** – Approved the request to grant an access easement to EDR College View MS, LLC for pedestrian and vehicular ingress and egress to the College View development for the life of the ground lease. The Board approved the ground lease for this project in February of 2018. The ground lease allows for the development by EDR, in part, of a mixed use collegiate housing project to be located upon the leased property. The property description is included in the bound *April 19, 2018 Board Working File*. The ingress and egress rights granted may be used non-exclusively by EDR and its contractors, agents, employees, affiliations, directors, tenants, subtenants, sublessees, and invitees. Only passenger vehicles and light trucks and pedestrian traffic may use the easement area, with the sole exception that EDR shall be allowed to use the easement area for heavy truck traffic as necessary for developing the leased property and/or delivering items to the leased property in the ordinary course of business. MSU or a governmental authority shall be responsible

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

for maintaining the easement area. If, in the process of developing the leased property, EDR and/or contractors, agents, employees, and/or invitees causes any damage to the easement area, MSU, may, in its sole discretion, require EDR to restore, at EDR's sole cost and expense, the easement area to its condition as existed on the date the easement agreement is signed. The easement shall run for the term of the ground lease or until the earlier termination of the ground lease by either party in accordance with the terms thereof. The Attorney General's Office has reviewed and approved this item.

27. **UM** – Approved the request to name the newly constructed indoor six-court tennis facility on the UM campus as the “William F. Galtney Indoor Tennis Center.” The Galtney family has made significant contributions to the Forward Together campaign, the Ole Miss Athletics current capital campaign. Mr. Galtney is an alum and was inducted into the Ole Miss Alumni Hall of Fame in 2007. The Galtneys, as members of the Ole Miss Athletics Foundation's Vaught Society, are continuously supportive of Ole Miss Athletics programs and the University of Mississippi in its entirety.
28. **UMMC** – Approved the request to Sole Source the HVAC Controls portion of the **IHL 209-559, School of Population Health** project. It is in the university's best interest to extend the existing Johnson Controls System as a sole source to insure the operational integrity of the existing building system. The estimated value of the existing Johnson Controls EMCS is approximately \$950,000. The probable cost of the project EMCS modifications is \$120,000 for a 12.6% modification. According to IHL and Bureau of Building EMCS procurement protocol for existing systems, the EMCS can and should be procured by single source procurement since the portion of the work related to the new renovation is less than 25% of the existing system as long as approval is obtained prior to bidding. The estimated project budget is \$5 million. Funds are available from UMMC SSA [Shared Services Account] – Building Improvement Funds (\$5,000,000).
29. **USM** – Approved the request to grant a temporary construction easement to the City of Hattiesburg, MS for the North 38<sup>th</sup> Avenue sidewalk project in the City of Hattiesburg, Forrest County, MS. The easement will allow the City of Hattiesburg to construct a sidewalk along North 38<sup>th</sup> Avenue which borders university property. The easement affects a parcel of land containing approximately 0.004 acres (176 square feet) located in Lots 7 and 8, Block 24 of the Pine Crest Second Survey to the City of Hattiesburg, Forrest County, MS. The Grantee, the City of Hattiesburg, Mississippi, is given the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way above described of such trees and shrubs as may be necessary for the full enjoyment of the rights herein granted. The Grantee shall be responsible for any damage to Grantor's property or that of third party's resulting from the exercise of any of the rights granted in the easement. Grantee shall promptly repair and restore to its original condition any of Grantor's property that may be altered, damaged, or destroyed in connection with the easement. This temporary construction easement will revert back to the Grantor upon completion of construction. The Attorney General's Office has reviewed and approved this item.
30. **USM** – Contingent upon approval by the Attorney General's Office and the Secretary of State and Governor's approvals, the Board approved the request to grant two (2) permanent right-of-way easements to the City of Hattiesburg, MS for the North 38<sup>th</sup> Avenue sidewalk project in the City of Hattiesburg, Forrest County, Mississippi. The permanent right-of-way easement will allow the City of Hattiesburg to construct and maintain the sidewalks and lighting along North 38<sup>th</sup> Avenue which borders university property. The easement will give a permanent right-of-way over, across,

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

and upon a parcel of real property. A description of the property is included in the bound *April 19, 2018 Board Working File*. The Grantee, the City of Hattiesburg, Mississippi, is given the right to do whatever may be necessary and proper for the enjoyment of the rights herein granted, including the right of ingress and egress and the right to clear said right-of-way above described of such trees and shrubs as may be necessary for the full enjoyment of the rights herein granted. The Grantee will restore any damage to the Easement Area or Grantor's adjacent property caused by this action or Grantee's use of the Easement Area. The Attorney General's Office has reviewed and approved this item contingent upon the Secretary of State's and Governor's approval of the same.

**LEGAL**

31. **JSU** – Approved the request to enter into a contract with Butler Snow, LLP to provide legal services necessary in the practice area of intellectual property and commercial matters at an hourly rate of \$295 for attorneys and \$95 for paralegal services. The term of the contract will be one year from the date of approval and execution. The maximum amount payable under the contract will be \$50,000.00. This request has been approved by the Office of the Attorney General.
32. **MSU** – Approved the request to modify a contract with Brown & Langston, PLLC, formerly Julie W. Brown, to provide legal services necessary in assisting the University with real estate matters. This Modification #6 will extend the terms of the contract for one (1) year or through May 16, 2019. The original rate of \$165 per hour remains unchanged with a maximum amount payable during the extension period not to exceed \$10,000. All other provisions of the Agreement for Legal Services dated May 17, 2012 shall remain in effect. This request has been approved by the Office of the Attorney General.
33. **MUW** – Approved the request to extend the terms of its existing affiliation agreement with the MUW Alumni Association for an additional six (6) months, or until June 30, 2018, while modifications to that agreement are being negotiated.
34. **UM** – Approved the request to enter into an interlocal agreement with the City of Oxford and County of Lafayette to prepare and formulate a comprehensive traffic plan. The University's share of the cost will be \$83,333.33 paid in one payment during fiscal year 2018. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
35. **USM** – Approved the request to enter into an Interlocal Agreement with the City of Hattiesburg, MS and for the university to pay annual fees in the amount of \$121,000 to the City in advance for bus services, in accordance with IHL Policy 707.03 Approval of Prepayment of Goods or Services. This Agreement would add an additional fixed bus route in the vicinity of the USM campus, largely circulating within the USM campus, and shall provide such services in a manner consistent with the City's system at large. The City will operate two (2) buses along said route in a reasonable effort to provide frequency in twenty minutes or less during the normal operating hours of the system. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

**PERSONNEL REPORT**

36. **EMPLOYMENT**

**Mississippi State University**

Allen Parrish; *hired with tenure*; Associate Vice President for Research Development and Professor of Computer Science and Engineering; salary \$225,000.00 per annum, pro rata; Designated Funds; 12-month contract; effective May 1, 2018

37. **CHANGE OF STATUS**

**Mississippi University for Women**

Tammie McCoy; *from* Chair of Baccalaureate Nursing and Professor; salary of \$103,375 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean and Professor, College of Nursing and Health Sciences; salary of \$130,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2018

38. **SABBATICAL**

**Jackson State University**

Dal Didia; Professor, College of Business; *from* salary of \$102,000 per annum, pro rata; 9 month contract; E&G funds; *to* salary of \$51,000 for sabbatical period; E&G Funds; effective August 9, 2018 through May 5, 2019; professional development

**University of Mississippi**

*Corrections*

Approved February 15, 2018: Marc Lerner; Associate Professor of History; *from* salary \$72,401 per annum, pro rata; E&G Funds; 9 month contract; *to* salary \$36,201 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019, and August 17, 2019 (or beginning of contract date) to December 31, 2019; professional development.

CORRECTED: Dr. Lerner is declining his sabbatical application for January 22, 2019 to May 11, 2019, and August 17, 2019 (or beginning of contract date) to December 31, 2019.

Approved February 15, 2018: Jesse Cromwell; Assistant Professor of Colonial Latin American History; *from* salary \$58,048 per annum, pro rata; 9 month contract; E&G Funds; *to* salary \$29,024 for sabbatical period; E&G Funds; effective August 17, 2018 to December 31, 2018; professional development.

CORRECTED: Jesse Cromwell; Assistant Professor of Colonial Latin American History; *from* salary \$58,048 per annum, pro rata; 9 month contract; E&G Funds; *to* salary \$29,024 for sabbatical period; E&G Funds; effective August 17, 2018 to May 11, 2019; professional development

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

39. **TENURE**

**Mississippi State University**

- Frank Adams; *promotion to* Associate Professor; Department of Marketing, Quantitative Analysis and Business Law; effective August 16, 2018
- Kenneth V. Anthony; *promotion to* Associate Professor; Department of Curriculum, Instruction and Special Education; effective August 16, 2018
- Silvia Arroyo; *promotion to* Associate Professor; Department of Classical & Modern Languages and Literature; effective August 16, 2018
- Raymond Barranco; *promotion to* Associate Professor; Department of Sociology; effective August 16, 2018
- Wes Baumgartner; *promotion to* Associate Professor; Department of Pathobiology and Population Medicine; effective July 1, 2018
- Ganesh C. Bora; Associate Professor; Department of Agricultural and Biological Engineering; effective August 16, 2018
- Michael Breazeale; *promotion to* Associate Professor; Department of Marketing, Quantitative Analysis and Business Law; effective August 16, 2018
- J. Ryan Butler; *promotion to* Associate Professor; Department of Clinical Sciences; effective July 1, 2018
- Joshua Daspit; *promotion to* Associate Professor; Department of Management and Information Systems; effective August 16, 2018
- Brian Davisson; *promotion to* Associate Professor; Department of Classical and Modern Languages and Literature; effective August 16, 2018
- Lori Elmore-Staton; *promotion to* Associate Professor; School of Human Sciences; effective August 16, 2018
- Mark E. Fincher; *promotion to* Associate Professor; Department of Educational Leadership – Meridian Campus; effective August 16, 2018
- Charles E. Freeman, Jr.; *promotion to* Associate Professor; School of Human Sciences; effective August 16, 2018
- Veera Gude; Associate Professor; Department of Civil and Environmental Engineering; effective August 16, 2018
- James E. Henderson; Professor; Department of Forestry; effective July 1, 2018
- Masoud Karimi-Ghartemani; Associate Professor; Department of Electrical and Computer Engineering; effective August 16, 2018
- Anthony B. Kirkland; *promotion to* Associate Professor; Department of Music; effective August 16, 2018
- Natraj Krishnan; *promotion to* Associate Professor; Department of Biochemistry, Molecular Biology, Entomology and Plant Pathology; effective July 1, 2018
- Santanu Kundu; *promotion to* Associate Professor; Swalm School of Chemical Engineering; effective August 16, 2018
- Shengfa Liao; *promotion to* Associate Professor; Animal and Dairy Sciences; effective August 16, 2018

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

- Yucheng Liu; Associate Professor; Department of Mechanical Engineering; effective August 16, 2018
- Bethany R. McKissick; *promotion to* Associate Professor; Department of Curriculum, Instruction and Special Education; effective August 16, 2018
- Derek Marshall; *promotion to* Associate Professor; General Library; effective July 1, 2018
- Hugh Medal; *promotion to* Associate Professor; Department of Industrial and Systems Engineering; effective August 16, 2018
- Qingmin Meng; *promotion to* Associate Professor; Department of Geosciences; effective August 16, 2018
- Lyndsey Miller; *promotion to* Associate Professor; Program of Interior Design; effective August 16, 2018
- Terezie T. Mosby; *promotion to* Associate Professor; Department of Food Science, Nutrition and Health Promotion; effective August 16, 2018
- Michael Nadorff; *promotion to* Associate Professor; Department of Psychology; effective August 16, 2018
- Sandra Orozco-Aleman; *promotion to* Associate Professor; Department of Finance and Economics; effective August 16, 2018
- Jane A. Parish; Professor; Department of Animal and Dairy Sciences; effective July 1, 2018
- Julie C. Parker; *promotion to* Associate Professor; School of Human Sciences; effective August 16, 2018
- Allen Parrish; Associate Vice President for Research and Development and Professor of Computer Science and Engineering; effective May 1, 2018
- Sol Pelaez; *promotion to* Associate Professor; Department of Classical and Modern Languages and Literature; effective August 16, 2018
- J. Suzanne Powney; *promotion to* Associate Professor; Department of Art; effective August 16, 2018
- Ryan M. Ross; *promotion to* Associate Professor; Department of Music; effective August 16, 2018
- Scott A. Rush; *promotion to* Associate Professor; Department of Wildlife, Fisheries and Aquaculture; effective July 1, 2018
- Adrian Sescu; *promotion to* Associate Professor; Department of Aerospace Engineering; effective August 16, 2018
- Karim Simpure; *promotion to* Associate Professor; Department of Classical and Modern Languages and Literature; effective August 16, 2018
- Andrew Tripp; *promotion to* Associate Professor; School of Architecture; effective August 16, 2018
- John M. Thomason; *promotion to* Associate Professor; Department of Clinical Sciences; effective July 1, 2018
- Farshid Vahedifard; Associate Professor; Department of Civil and Environmental Engineering; effective August 16, 2018
- Ryan M. Walker; *promotion to* Associate Professor; Department of Curriculum, Instruction and Special Education; effective August 16, 2018

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

- E. Samuel Winer; *promotion to* Associate Professor; Department of Psychology; effective August 16, 2018

**Mississippi Valley State University**

- Teresa Banks; Assistant Professor; Teacher Education Department; effective August 13, 2018
- John Bradford; *promotion to* Associate Professor; Department of Social Sciences; effective August 13, 2018
- Cynthia Honore'-Collins; Assistant Professor; Department of Social Work; effective August 13, 2018
- Lin Knutson; Associate Professor; Department of English and Foreign Languages; effective August 13, 2018
- Micah Rueber; *promotion to* Associate Professor; Department of Social Sciences; effective August 13, 2018

**ADMINISTRATION POLICY**

40. **ASU** – Approved the request to bestow one honorary degree at its May 2018 commencement ceremony. Supporting documents are on file at the Board Office.
41. **USM** – Approved the request to bestow one honorary degree at its May 2018 commencement ceremony. Supporting documents are on file at the Board Office.

**ACADEMIC AFFAIRS**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to approve items #1 and #2 as submitted on the Academic Affairs Agenda.

1. **SYSTEM** – Approved for final reading the amendments to Board Policy 402.01 Faculty Defined as shown below:

**402.01 FACULTY DEFINED**

The teaching staff and those members of the administrative staff having academic rank in a college, university or other educational institution or one of its divisions. In all institutions the faculty will consist of the Corps of Instruction and the administrative officers with faculty rank.

A. Corps of Instruction:

Professors, associate professors, assistant professors, instructors, lecturers, and teaching personnel with such other titles as may be approved by the Board, shall be the Corps of Instruction. Research and extension personnel and duly certified librarians may be included in the Corps of Instruction on the basis of comparable training. Persons holding ~~adjunct appointments or other~~ honorary titles shall not be considered to be members of the faculty.

2. **SYSTEM** – Approved for final reading the amendments to Board Policy 509 Distance Learning Policy as shown below:

**509 DISTANCE LEARNING POLICY**

All distance learning courses and programs shall be in accord with Southern Association of Colleges and Schools (SACS), Commission on Colleges (SACSCOC) *Principles of Accreditation* and ~~Southern Regional Education Board Principles of Good Practice~~ Council of Regional Accrediting Commissions *Interregional Guidelines for the Evaluation of Distance Education*.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

Unless otherwise provided, all Board and university policies, standards, and guidelines for on and off campus instruction apply to distance learning.

**FINANCE AGENDA**

Presented by Trustee Christy Pickering, Chair

On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve item #3. On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve item #4. On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve item #5. On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve item #6. On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve item #7. On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve item #8. On motion by Trustee Pickering, seconded by Trustee Rouse, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve item #9. On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve item #10.

1. **SYSTEM** – Approved the request to enter into a new multi-year agreement for annual external audit services Clifton Larson Allen, LLP (CLA). The purpose of the agreement is to secure external audit services for the entire IHL System for a term of the four (4) annual reporting periods of Fiscal Years Ending June 30, 2018, 2019, 2020 and 2021. The Office of the State Auditor is also a party to this contract. The agreement will become effective upon full execution of all parties. The agreement will expire after the conclusion of the last services performed for the FY 2021 audit. The total contracted price for this agreement is expected to be \$3465,000. Fees are based on anticipated cooperation from IHL personnel in preparation of confirmations and requested schedules. A list of additional services that CLA may bill for is included in the bound *April 19, 2018 Board Working File*. The Board approved the request to increase spending authority due to additional service needs of the type listed not to exceed \$4 million. Contractual costs will be shared amongst the IHL institutions based upon each's proportionate share of the worked audit hours. E&G funding sources will be the primary means for these payments. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
2. **SYSTEM** – Approved for final reading the revision Board Policy 704.01 Athletic Revenues and Expenditures and waived the requirement for a second reading as required by Board Policy 201.0302 Procedures for Changing Board Policies and Adopting New Policies. **(See Exhibit 1.)**
3. **SYSTEM** – Approved the overview of the FY 2019 appropriations from the Legislature and the final allocation of Education & General Support appropriations to the eight universities along with Legislative earmarks, subsidiary programs, agricultural units, and the University of Mississippi Medical Center. **(See Composite Exhibit 2.)**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

4. **SYSTEM** – Approved the request that any FY 2019 salary increases should be based on one or more of the following: 1) meritorious performance, 2) market or equity adjustments, and 3) faculty/staff promotions. Salary increase decisions may be made at the discretion of the Commissioner (for the Executive Office) or the Institutional Executive Officer (for the campuses). These salary guidelines will apply to all university employees regardless of funding source or types of increases awarded.
5. **SYSTEM** – Approved for first reading the proposed increases in resident and non-resident tuition rates at all institutions and for certain professional schools at Mississippi State University, the Mississippi University for Women, the University of Mississippi, the University of Mississippi Medical Center, and the University of Southern Mississippi effective FY 2019. **(See Composite Exhibit 3.)** The Board approved for first reading the proposed increases in room and board rates at all institutions effective FY 2019. **(See Composite Exhibit 4.)**
6. **MUW** – Approved for first reading a proposed out-of-state tuition waiver policy to eliminate the non-resident fee under Board Policy 702.04 Approval Process. This policy will be implemented to include out-of-state tuition waivers as authorized, effective July 1, 2012, through the amendment to Miss. Code Ann. § 37-103-25 (3) and shall be effective upon approval by IHL and MUW, with individual waivers becoming applicable as of Fall 2018. MUW has continued to charge non-resident tuition to students who are not residents of Mississippi. Students who are charged non-resident tuition may be eligible for a waiver (scholarship) that will cover this fee. In fall 2012, MUW added the following categories of non-resident waivers (scholarships): Regional – students who met requirements for initial award of regional tuition scholarship and who maintain satisfactory academic progress; West Alabama residents of Fayette, Lamar, Pickens and Tuscaloosa counties; Strategic Markets (AL) Baldwin, Jefferson, Mobile, Shelby, Walker; (TN) Fayette, Shelby, Tipton; and Children of Alumni Undergraduates. In fall 2014, MUW expanded the non-resident waivers (scholarships) to cover the following categories: Contiguous States - residents of Alabama, Arkansas, Louisiana & Tennessee; Military - All students who have active or veteran military status, including spouses & dependent children; Students Near Completion of a Degree - have earned 90 credit hours or more & been out of school for a minimum of 2 years; Children & Grandchildren of Alumni - undergraduate children/grandchildren of active members of MUW Alumni Association; and Academic Programs Mission - specific programs identified by MUW. Based on the following information, since expanding the waiver criteria, MUW has seen a 72% increase in out-of-state undergraduate and out-of-state graduate enrollment. Without the out-of-state increase, total enrollment cannot increase. This increase has not resulted in much of a net tuition gain since the waivers have been shown as a scholarship expense. Based on recent data provided to IHL, the net tuition gain from the non-resident rate was less than \$21,000 in a given year.
7. **DSU** – Approved the initial request to institute a \$25 Student Activities Fee to provide an independent source of funding for the Student Government Association to expand student programming, student organizations, weekend and late-night programming, and educational speakers. The \$25 fee will be charged per semester to full-time students and pro-rated to part-time students. Students will not be charged the fee during the summer semesters. Student engagement on campus plays a critical role in retention and recruitment. The fact that this mandated fee was requested by the students is evidence of the need. The current Student Affairs budget is insufficient to accommodate the monetary needs of the more than one hundred student organizations on campus. It also limits program offerings. A Student Activities Fee will provide supplemental

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

funding for this budget and will be administered by Student Affairs Administrators. Based on current enrollment, DSU projects this fee to generate approximately \$125,000 of new revenue annually.

8. **JSU** – Approved the initial request to increase the Student Activities Fee from \$10 to \$35 to provide funding for a variety of student events. The new fee will be charged per semester applicable to all students (resident, non-resident, on-line and on any campus). The fee will be assessed on undergraduate students and graduate students on a per student basis. The fee will be assessed for all academic terms starting after August 1, 2018. A breakdown of costs is included in the bound *April 19, 2018 Board Working File*.
9. **JSU** – Approved the initial request to increase the Capital Improvement Fee from \$50 to \$52.50 per semester to provide a stable base of support for capital projects. The fee, which will be applicable to all students (resident, non-resident, on-line and on any campus), will be assessed at an hourly rate of \$4.38 for undergraduate students and at an hourly rate of \$5.83 for graduate students and will be capped at \$52.50 per term. The fee will be assessed for all academic terms starting after August 1, 2018. A list of planned uses for the total capital improvement revenue is included in the bound *April 19, 2018 Board Working File*. Based on current enrollment, JSU projects this fee to generate approximately \$733,308 of revenue annually, all of which will be recorded in the plant fund and used strictly to address facility repair needs on campus.
10. **USM** – Approved for first reading the request to modify Exhibit F “Memorandum of Agreement” to the Lease Agreement for the Construction and Lease of Port Facilities between USM and the Mississippi Development Authority (“MDA”) and the Mississippi State Port Authority at Gulfport (together with MDA, the “Port Authority”). The premises at this marine research facility means the real property, including the improvements and equipment constructed or to be constructed thereon, located on a portion of the Port Facility, as more specifically depicted in Exhibit A to the Lease Agreement. The square footage of the heated and cooled building space is approximately 18,000 square feet and the warehouse space is approximately 5,000 square feet. This facility will support several activities for USM that are currently unsupported or inadequately provisioned elsewhere. These activities include: 1) Shore facility support for the Research Vessel Point Sur including crew work spaces, equipment storage and maintenance shops; 2) Laboratory, fabrication and office spaces for USM Ocean Engineering Research programs; 3) Academic spaces for Ocean Engineering and Unmanned Maritime Systems programs as well as other degree programs offered under the SOST along the coast; and 4) USM small boat maintenance and repair shop. The Board also approved the request to prepay the lease payments under the terms and conditions of the lease in accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services. The term of the Lease Agreement shall commence on the Effective Date under the Lease Agreement and shall expire on the tenth (10<sup>th</sup>) anniversary of the Occupancy Date. USM shall have the right to extend the Lease Agreement for an additional ten (10) year term upon six (6) months written notice to the Port Authority. USM shall pay rent in the amount of \$250,000 per year of each year of the initial ten (10) year term of the Lease Agreement. USM shall have the right to extend the term of the Lease Agreement for one (1) additional Ten (10) year term upon six (6) months written notice to the Port Authority. During the extended ten (10) year term, if elected by USM, USM will pay rent in the amount of \$250,000 plus an additional amount of rent increase for the extended term as calculated by the CPI increase effective after the 10<sup>th</sup> Anniversary of the Occupancy Date. The total Contract Amount to be paid by USM including the extended term shall be \$5 million plus an estimated amount for the calculated CPI increase. The agreement, which was reviewed and

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

**ANNOUNCEMENT**

- President C.D. Smith welcomed Mr. Powell "Gee" Ogletree to the meeting. Mr. Ogletree will begin his tenure as an IHL Trustee on May 8, 2018.

**LEGAL AGENDA**

Presented by Trustee Alan Perry, Chair

On motion by Trustee Perry, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to move items #1 and #2 to the Executive Session Agenda.

1. **UMMC – Settlement of Tort Claim No. 3035. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
2. **UMMC – Settlement of Tort Claim No. 3170. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

**ADMINISTRATION/POLICY AGENDA**

Presented by Commissioner Glenn F. Boyce

On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Administration/Policy Agenda. On motion by Trustee Perry, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to approve item #2.

1. **SYSTEM - Approval for final reading of amendments to Board Policy 201.0509 Institutional Executive Officer/Commissioner of Higher Education Search Process. (See Composite Exhibit 5.)**
2. **SYSTEM - Approval for final reading of amendments to Board Policy 201.0510 Application by Interim Institutional Executive Officer for Institutional Executive Officer Position. (See Composite Exhibit 5.)**

**INFORMATION AGENDA**

Presented by Commissioner Glenn F. Boyce

**ACADEMIC AFFAIRS**

1. **SYSTEM – The Board received a summary of the 2017 Textbook Survey Report. During the Fall 2017 semester, IHL institutions conducted a survey of students and faculty to supplement the annual IHL Textbook Policy (§617) data collection. The questions were intended to collect student feedback regarding textbook affordability, student access to alternative resources, and faculty**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

participation in the Hewlett funded opportunity to use Open Educational Resources. A copy of the report is on file in the Board Office.

2. **SYSTEM** – The Board received the 2015-2016 Textbook Report. A copy of the report is included in the bound *April 19, 2018 Board Working File*.

**FINANCE**

3. **MSU** – The Mississippi Information Technology Services (MS-ITS) Board approved the continued use of Blackboard's Learning Management System by Mississippi State University (MSU). The Attorney General's staff assigned to the MS-ITS reviewed the Renewal Confirmation Notice prior to approval. The Master Agreement for software and services is between Blackboard, Inc. and MS-ITS behalf of MSU. A copy of the approval documents is included in the bound *April 19, 2018 Board Working File*.
4. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved for the University of Mississippi Medical Center (UMMC) to purchase one (1) year of maintenance for UMMC's phone system. The Attorney General's staff assigned to the MS-ITS reviewed the supplement prior to execution. The Supplement is between Carousel Industries of North America, Inc. and MS-ITS on behalf of UMMC. A copy of the approval documents is included in the bound *April 19, 2018 Board Working File*.

**REAL ESTATE**

5. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the March 22, 2018 Board meeting in accordance with Board Policy 904 Board Approval. (See **Exhibit 6.**)

**LEGAL**

6. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See **Exhibit 7.**)
7. **MVSU** – Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved Mississippi Valley State University's emergency request to contract with the law firm of McDonald Hopkins to provide legal services pertaining to a privacy/cyber security breach and ransomware incident. The hourly rate will be \$365 for shareholders, \$290 for associates, with a maximum amount payable under the contract of \$10,000. The Attorney General has approved this contract.

**ADMINISTRATION/POLICY**

8. **SYSTEM – 2018 Spring Commencement Schedules**

**Alcorn State University**

Time/Date:	8:30 a.m., Saturday, May 5, 2018
Location:	Davey L. Whitney Health and Physical Education Complex
Speaker:	Ms. Christy L. Pickering, Member of the Mississippi Board of Trustees of State Institutions of Higher Learning

**Delta State University**

Time/Date:	10:00 a.m. and 2:00 p.m., Saturday, May 5, 2018
Location:	Bologna Performing Arts Center
Speaker:	Dr. Glendell Jones, President, Henderson State University

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

**Jackson State University**

*Graduate Commencement Exercises*

Time/Date: 4:00 p.m., Friday, April 27, 2018  
Location: Lee E. Williams Athletics and Assembly Center  
Speaker: Dr. Leonard N. Moore, Interim Vice President for Diversity and Community Engagement and the George Littlefield Professor of American History at the University of Texas at Austin

*Undergraduate Commencement Exercises*

Time/Date: 8:00 a.m., Saturday, April 28, 2018  
Location: Mississippi Veterans Memorial Stadium  
Speaker: The Honorable Chokwe Antar Lumumba, Mayor of the City of Jackson, MS

**Mississippi State University**

*Meridian Campus*

Time/Date: 11:00 a.m., Thursday, May 3, 2018  
Location: MSU Riley Center  
Speaker: Dr. Scott Elliott, President of Meridian Community College

*Starkville Campus*

*College of Business and Adkerson School of Accountancy, College of Education*

Time/Date: 3:30 p.m., Thursday, May 3, 2018  
Location: Humphrey Coliseum  
Speaker: The Honorable Frank J. Williams, Chief Justice of the Rhode Island Supreme Court (Retired) and Abraham Lincoln and Ulysses S. Grant Scholar

*College of Arts & Sciences, College of Architecture, Art & Design, College of Veterinary Medicine*

Time/Date: 9:30 a.m., Friday, May 4, 2018  
Location: Humphrey Coliseum  
Speaker: The Honorable Frank J. Williams, Chief Justice of the Rhode Island Supreme Court (Retired) and Abraham Lincoln and Ulysses S. Grant Scholar

*Bagley College of Engineering and Swalm School of Chemical Engineering, College of Agriculture & Life Sciences and School of Human Sciences, College of Forest Resources, General Studies*

Time/Date: 3:30 p.m., Friday, May 4, 2018  
Location: Humphrey Coliseum  
Speaker: The Honorable Frank J. Williams, Chief Justice of the Rhode Island Supreme Court (Retired) and Abraham Lincoln and Ulysses S. Grant Scholar

**Mississippi University for Women**

*College of Arts, Sciences & Education and College of Business & Professional Studies*

Time/Date: 10:00 a.m., Saturday, May 5, 2018  
Location: Rent Auditorium, Whitfield Hall  
Speaker: Dr. Tom Richardson, Provost and Vice President for Academic Affairs, Mississippi University for Women

*College of Nursing & Health Sciences*

Time/Date: 2:00 p.m., Saturday, May 5, 2018  
Location: Rent Auditorium, Whitfield Hall  
Speaker: Dr. Tom Richardson, Provost and Vice President for Academic Affairs, Mississippi University for Women

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

**Mississippi Valley State University**

Time/Date: 8:00 a.m., Saturday, May 5, 2018  
Location: Rice-Totten Stadium  
Speaker: Mr. Sean Suggs, President, Toyota, Mississippi

**The University of Mississippi**

Time/Date: 9:00 a.m., Saturday, May 12, 2018  
Location: The Grove  
Speaker: Mr. Walter Isaacson, Acclaimed Biographer and Historian and former CEO of CNN and Time Magazine

**The University of Mississippi Medical Center**

Time/Date: 10:00 a.m., Friday, May 25, 2018  
Location: Mississippi Coliseum  
Speaker: No Speaker

**The University of Southern Mississippi**

Time/Date: 9:00 a.m. and 3:00 p.m., Friday, May 11, 2018  
Location: Reed Green Coliseum, Hattiesburg, MS  
Speaker: Dr. Douglas W. Rouse, Jr., Member of the Mississippi Board of Trustees of State Institutions of Higher Learning

Time/Date: 10:00 a.m., Saturday, May 12, 2018  
Location: Mississippi Coast Coliseum, Biloxi, MS  
Speaker: Ms. Christy L. Pickering, Member of the Mississippi Board of Trustees of State Institutions of Higher Learning

9. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
- a. **UM** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On April 2, 2018, Commissioner Glenn F. Boyce approved the request to revise the On Campus Budget, Off Campus Budget, Mississippi Law Research Institute Budget, Mississippi Mineral Resources Institute Budget, Super Computer Budget, and Center for Manufacturing Excellence Budget for Fiscal Year 2018. The Executive Office financial staff have reviewed and approved these revisions. These revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is included in the *April 19, 2018 Board Working File*.
  - b. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On March 5, 2018, Commissioner Glenn F. Boyce approved the Facilities Rental Agreement with the Mississippi Fair Commission for the 3-day rental of the Mississippi Coliseum on May 23, 2018 through May 25, 2018, as the venue at which UMMC will hold its 2018 Graduation Ceremony. The total rental cost is \$9,192. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

**ACADEMIC AFFAIRS  
COMMITTEE REPORT**

Wednesday, April 18, 2018

The meeting was called to order by Chairman Tom Duff at approximately 3:00 p.m. The following items were discussed.

1. On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Hooper, Morgan, and Starr absent and not voting, all Trustees legally present and participating voted unanimously to approve the following authorizations to plan new degree programs:
  - a. ASU – Doctor of Nursing degree (CIP 51.3818),
  - b. MSU – Master of Agriculture (CIP 26.0101),
  - c. MSU – Master of Science in Early Intervention (CIP 19.0710), AND
  - d. UM – Bachelor of Arts in Allied Studies (CIP 51.0000).
2. The Committee received the textbook report which includes a student survey.
3. By consensus, the Committee adjourned at approximately 3:20 p.m.

The following Committee members were present for the meeting: Mr. Tom Duff (Chair), Dr. Ford Dye, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christy Pickering, Dr. Doug Rouse, Mr. C. D. Smith, and Dr. Walt Starr. Mr. Shane Hooper was absent.

**HEALTH AFFAIRS  
COMMITTEE REPORT**

Wednesday, April 18, 2018

The meeting was called to order by Chairman Ford Dye at approximately 3:20 p.m. The following items were discussed.

1. The Committee discussed the creation of the UMMC Partnership and Affiliation Review Committee (PARC). This committee would be responsible for assisting with ensuring that UMMC can achieve strategic healthcare partnerships and affiliations in an efficient manner so that UMMC can operate proactively within the dynamic healthcare industry. **No action was taken.**
2. Executive Session

On motion by Trustee McNair, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee McNair, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of strategic business plans related to a public hospital.

**During Executive Session, the following matters were discussed:**

The Committee discussed the strategic business plans related to a public hospital. **No action was taken.**

On motion by Trustee Pickering, seconded by Trustee McNair, all trustees legally present and participating voted unanimously to return to open session.

3. On motion by Trustee Pickering, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to adjourn.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

The following Committee members were present for the meeting: Dr. Ford Dye (Chair), Mr. Tom Duff, Mr. Shane Hooper, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christy Pickering, Dr. Doug Rouse, Mr. C. D. Smith, and Dr. Walt Starr.

**ANNOUNCEMENTS**

- Commissioner Glenn Boyce spoke about the Textbook Report. He thanked the 63,135 students who responded to a survey requesting feedback on textbook affordability. The cost of textbooks at the Mississippi public universities is decreasing due to open resources and the efforts of faculty.
- Commissioner Boyce provided a quick legislative update. As a whole, the university system had a successful session. The system received over \$87 million in the bond bills to enhance the institutions. The system was level-funded. There were many bills that did not get passed that would have had an adverse effect on the system. Overall, higher education received great support from the state legislators and leaders. Commissioner Boyce thanked them and the legislative liaisons for their hard work during the session.
- President Smith invited the university presidents to report on current activities on their campuses.
- Commissioner Boyce announced that this is the last meeting for Trustees Alan Perry, Christy Pickering, Doug Rouse, and C.D. Smith. He thanked them for their 10 years of service on the board.
- President Smith passed the gavel to President-Elect Shane Hooper who will begin his term as president on May 8, 2018. Trustee Hooper presented President Smith with a plaque commemorating his year of service as Board President.

**EXECUTIVE SESSION**

On motion by Trustee Perry, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of two state university litigations matters and  
Discussion of two state university personnel matters.

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

On motion by Trustee Rouse, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3035, styled as *Makiya Wortham v. UMMC, et al.*, as recommended by counsel.

On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3170, styled as *Curtez Aldridge v. UMMC, et al.*, as recommended by counsel.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

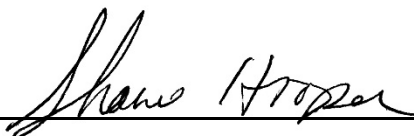
On motion by Trustee Rouse, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to issue Dr. Jerryl Briggs, President of Mississippi Valley State University, a new employment contract to start July 1, 2018 and to continue for four years.

On motion by Trustee Pickering, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to issue to Dr. Jeff Vitter, Chancellor of the University of Mississippi, a revised four year employment contract to end June 30, 2020.

**On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to return to Open Session.**

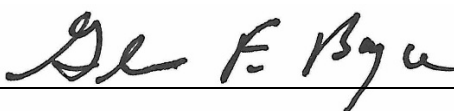
**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to adjourn the meeting.



---

President, Board of Trustees of State Institutions of Higher Learning



---

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 19, 2018**

**EXHIBITS**

- Exhibit 1      Approval for final reading of new Board Policy 704.01 Athletic Revenue and Expenditures
- Composite Exhibit 2   FY 2019 appropriations and final appropriation allocation.
- Composite Exhibit 3   Proposed increases in resident and non-resident tuition rates at all institutions and for certain professional schools at Mississippi State University, the Mississippi University for Women, the University of Mississippi, the University of Mississippi Medical Center, and the University of Southern Mississippi effective FY 2019 for first reading.
- Composite Exhibit 4   Proposed increases to the Room and Board rates for all institutions effective FY 2019 for first reading.
- Composite Exhibit 5   Approval for final reading of amendments to Board Policy 201.0509 Institutional Executive Officer/Commissioner of Higher Education Search Process and Board Policy 201.0510 Application by Interim Institutional Executive Officer for Institutional Executive Officer Position.
- Exhibit 6      Real Estate items that were approved by the IHL Board staff subsequent to the March 22, 2018 Board meeting.
- Exhibit 7      Report of the payment of legal fees to outside counsel.

# EXHIBIT 1

April 19, 2018

## **SYSTEM – APPROVAL FOR REVISION OF BOARD POLICY 704.01 – ATHLETIC REVENUE AND EXPENDITURES AND WAIVER OF SECOND READING**

### **704.01 Athletic Revenue and Expenditures**

Institutional Executive Officers are authorized to transfer or use up to \$1,500,000 annually from Unrestricted Educational and General (E&G) funds for athletic expenditures.

For the purposes of this section, athletic expenditures include all direct operating costs, pro-rated costs for facilities support, all athletic scholarships, but excludes waivers of non-resident tuition for athletes.

Over and above the sums shown above, each school is authorized to expend a limited amount per student FTE from Unrestricted Education and General funds. The additional maximum amount per student FTE per semester (summer, fall, and spring) which may be expended for each institution is \$198.00. Institutional Executive Officers are authorized to request allocations in excess of the calculated amount on an annual basis. Any allocations in excess of the calculated amount shall be subject to approval by the Commissioner upon review of information appropriate to such authorization.

Each year beginning July 1, 2014 the athletic allocation will be automatically indexed to the Consumer Price Index.

All other revenue for athletic expenditures must 1) be generated directly by the institution through athletic department receipts, 2) income from available athletic fund balances, or 3) for those institutions operating athletics as an auxiliary enterprise, come from available auxiliary fund balances.

Under no circumstances shall an institution conclude a fiscal year with a deficit.

## COMPOSITE EXHIBIT 2



# FY 2019 Education & General (Campus Funds)

Institution	FY 2018	FY 2019	Difference	Percent
Alcorn State University	\$18,486,046	\$18,625,737	\$139,691	0.8%
Delta State University	19,904,002	20,041,879	137,877	0.7%
Jackson State University	35,692,729	35,992,814	300,085	0.8%
Mississippi State University	86,997,453	87,722,731	725,278	0.8%
Mississippi University for Women	14,870,323	14,974,667	104,344	0.7%
Mississippi Valley State University	12,749,433	12,839,133	89,700	0.7%
University of Mississippi	76,956,978	77,572,389	615,411	0.8%
University of Southern Mississippi	73,408,511	73,984,914	576,403	0.8%
Subtotal	339,065,475	341,754,264	2,688,789	0.8%
STEM Funds	-	3,300,000	3,300,000	100.0%
Campus Total (excl. Ayers)	\$339,065,475	\$345,054,264	\$5,988,789	1.8%

## COMPOSITE EXHIBIT 2



# FY 2019 Separately Budgeted Units

	<b>FY 2018</b>	<b>FY 2019</b>	<b>Change</b>	<b>Percent</b>
Student Financial Aid	\$37,661,346	\$39,661,874	\$2,000,528	5.31%
University of Mississippi Medical Center	157,860,985	158,489,701	\$628,716	0.40%

## COMPOSITE EXHIBIT 2



# FY 2019 Agricultural Programs

<b>Program</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>Change</b>	<b>Percent</b>
ASU Agricultural	\$6,190,694	\$6,317,732	\$127,038	2.05%
Agricultural & Forestry Experiment Station	22,568,946	23,036,610	\$467,664	2.07%
Mississippi Cooperative Extension	29,198,086	29,812,427	\$614,341	2.10%
Forest & Wildlife Research Center	5,608,385	5,724,218	\$115,833	2.07%
College of Veterinary Medicine	17,216,407	17,722,083	\$505,676	2.94%
Agricultural Total	\$80,782,518	\$82,613,070	\$1,830,552	2.27%

# COMPOSITE EXHIBIT 2



## FY 2019 Subsidiary Programs

Inst.	Subsidiary	FY 2018	FY 2019	Change	Percent
Board	Executive Office	\$6,693,640	\$7,256,324	\$562,684	8.41%
JSU	Urban Research Center	448,580	448,976	\$396	0.09%
MSU	Advanced Vehicular Studies	4,426,458	4,430,484	\$4,026	0.09%
MSU	State Chemical Laboratory	1,601,638	1,603,486	\$1,848	0.12%
MSU	Water Resources Research Institute	357,031	357,031	\$0	0.00%
MSU	Stennis Institute	750,929	751,919	\$990	0.13%
UM	Law Research Institute	778,882	779,740	\$858	0.11%
UM	Mineral Resources Institute	336,795	337,191	\$396	0.12%
UM	Research Inst. of Pharmaceutical Sciences	3,058,808	3,164,616	\$105,808	3.46%
UM	Supercomputer	631,560	631,890	\$330	0.05%
UM	Small Business Center	245,641	246,433	\$792	0.32%
UM	Center for Manufacturing Excellence	2,567,961	2,709,149	\$141,188	5.50%
UM	State Court Education Program	1,574,512	1,621,680	\$47,168	3.00%
USM	Mississippi Polymer Institute	587,625	588,087	\$462	0.08%
USM	Gulf Coast Research Laboratory	7,720,791	7,965,081	\$244,290	3.16%
USM	Stennis Center	311,564	311,762	\$198	0.06%
External (Non-IHL)	Volunteer Commission	662,657	681,449	\$18,792	2.84%
	Total	<b>\$32,755,072</b>	<b>\$33,885,298</b>	\$1,130,226	3.45%

# COMPOSITE EXHIBIT 3



## FY 2019 Resident Tuition Request

Institution	Approved		Requested	
	FY 2018		FY 2019	Change
ASU	\$	6,878	\$ 7,084	\$ 206
DSU		6,739	7,076	337
JSU		7,501	7,876	375
MSU		8,208	8,540	332
MUW		6,514	6,840	326
MVSU		6,402	6,530	128
UM		8,190	8,550	360
USM		8,108	8,514	406
<b>SYSTEM AVERAGE</b>		7,318	7,626	309
UMMC		8,268	8,433	165

# COMPOSITE EXHIBIT 3



## FY 2019 Non-Resident Tuition Request

Institution	Approved		Requested	
	FY 2018		FY 2019	Change
ASU	\$	6,878	\$ 7,084	\$ 206
DSU		6,739	7,076	337
JSU		18,194	19,104	910
MSU		22,248	23,140	892
MUW		18,055	6,840	(11,215)
MVSU		6,402	6,530	128
UM		23,454	24,504	1,050
USM		10,108	10,514	406
<b>SYSTEM AVERAGE</b>		14,010	13,099	(911)
UMMC		24,246	24,731	485

# COMPOSITE EXHIBIT 3



## FY 2019 Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>MSU</b>			
Veterinary Medicine	\$ 26,099	\$ 26,099	\$ -
Master of Physician Assistant	-	29,900	29,900
<b>MUW</b>			
MBA (36 hour program)	13,028	8,900	(4,128)
RN to BSN (3 semesters: Fall, Spring & Summer)	9,771	8,780	(991)
<b>USM</b>			
Certified Reg. Nurse Anesthesia (3 semesters: Fall, Spring & Summer)	22,830	23,972	1,142

# COMPOSITE EXHIBIT 3



## FY 2019 Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>UM</b>			
School of Law (JD)	\$ 15,882	\$ 16,550	\$ 668
Masters of Laws Program Air & Space Law	22,110	22,110	-
MBA	13,500	14,580	1,080
School of Pharmacy: Pre-Pharm, EE1, EE2, & EE3	12,870	13,230	360
School of Pharmacy: P1 & P2	23,652	25,308	1,656
School of Pharmacy: P3 & P4	25,518	27,304	1,786
Accountancy Graduate Programs	8,694	9,554	860
Other Online Degree Programs of Study (rate per credit hour)	-	465	465

# COMPOSITE EXHIBIT 3



## FY 2019 Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>UMMC</b>			
School of Graduate Studies in the Health Sciences	\$ 8,268	\$ 8,433	\$ 165
School of Dentistry	29,523	30,113	590
School of Medicine	29,552	30,143	591
School of Physical Therapy	19,299	19,685	386
Doctor of Occupation Therapy	14,332	19,685	5,353
Doctor of Health Administration	14,332	14,619	287

# COMPOSITE EXHIBIT 3



## FY 2019 Non-Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>MSU</b>			
Veterinary Medicine	\$ 47,299	\$ 47,299	\$ -
Master of Physician Assistant	-	54,900	54,900
<b>MUW</b>			
MBA (36 hour program)	36,110	8,900	(27,210)
RN to BSN (3 semesters: Fall, Spring & Summer)	9,771	8,780	(991)
<b>USM</b>			
Certified Reg. Nurse Anesthesia (3 semesters: Fall, Spring & Summer)	28,830	29,972	1,142

# COMPOSITE EXHIBIT 3



## FY 2019 Non-Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>UM</b>			
School of Law (JD)	\$ 35,254	\$ 36,612	\$ 1,358
Masters of Laws Program Air & Space Law	21,990	22,110	120
MBA	32,067	33,991	1,924
School of Pharmacy: Pre-Pharm, EE1, EE2, & EE3	29,334	30,384	1,050
School of Pharmacy: P1 & P2	47,664	51,000	3,336
School of Pharmacy: P3 & P4	51,522	55,129	3,607
Accountancy Graduate Programs	23,958	25,508	1,550
Other Online Degree Programs of Study (rate per credit hour)	-	465	465

# COMPOSITE EXHIBIT 3



## FY 2019 Non-Resident Tuition Request – Professional Schools

	Approved		Requested		
	FY 2018		FY 2019		Change
UMMC					
School of Graduate Studies in the Health Sciences	\$	24,246	\$	24,731	\$ 485
School of Dentistry		69,357		70,744	1,387
School of Medicine		69,584		70,976	1,392
School of Physical Therapy		40,746		41,561	815
Doctor of Occupation Therapy		40,150		41,561	1,411
Doctor of Health Administration		40,150		40,953	803

# COMPOSITE EXHIBIT 4



## FY 2019 Student Room Rate Request

### Average ANNUAL Student Room Rates

Institution		Approved FY 2018 Average Charge	Requested FY 2019 Average Charge	Change
ASU	double occupancy	\$ 6,070	\$ 6,313	\$ 243
DSU	double occupancy	4,414	4,414	-
JSU	double occupancy	5,563	5,783	275
MSU*	double occupancy	5,983	6,222	239
MUW	double occupancy	4,159	4,304	146
MVSU	double occupancy	4,537	4,537	-
UM	double occupancy	5,561	5,642	81
USM*	double occupancy	5,187	5,357	169
ALL AVERAGE	double occupancy	5,184	5,321	144

*\*FY 2017 - FY 2018 approved rate averages adjusted for facilities added or taken offline*

# COMPOSITE EXHIBIT 4



## FY 2019 Student Board Rate Request

### ANNUAL Student Board Rates

*Most expensive meal plan options offered by institution are reflected*

Institution	Approved		Requested	
	FY 2018		FY 2019	Change
ASU	\$ 3,168	\$	3,295	\$ 127
DSU	3,170		3,280	110
JSU	3,589		3,769	180
MSU	3,781		3,920	139
MUW	2,971		3,120	149
MVSU	3,506		3,506	-
UM	3,922		4,056	134
USM	4,310		4,500	190
ALL Average - all plans	3,552		3,681	129

# COMPOSITE EXHIBIT 5

April 19, 2018

## **SYSTEM – APPROVAL FOR FIRST READING OF AMENDMENTS TO BOARD POLICY 201.0509 INSTITUTIONAL EXECUTIVE OFFICER/COMMISSIONER OF HIGHER EDUCATION SEARCH PROCESS**

### 201.0509 INSTITUTIONAL EXECUTIVE OFFICER/COMMISSIONER OF HIGHER EDUCATION SEARCH PROCESS

#### A. General Policy

The Board shall appoint the Commissioner and the Institutional Executive Officers (IEOs). The Board shall make interim appointments to executive officer and/or commissioner positions as necessary and with such consultation as the Board considers appropriate.

#### B. Board Search Committee

The President of the Board shall appoint a committee of Board members to manage the search for a Commissioner or an IEO. However, any Board member who wants to serve on the committee may serve. The President of the Board, with the consent of the Board, shall appoint a member of the committee as chairperson.

Rather than engaging in the extended search process described below within the next paragraph and those that follow, the Board may, in its discretion, interview candidates that are known to the Board and consider their selection in accordance with the expedited process described in this paragraph. Such candidates may be internal candidates from the subject university or from one of the other state universities, or such other candidates that the Board believes should be considered. The Board may conduct such interviews of internal candidates or other candidates at an early point in the process so as not to discourage the application of additional candidates that may choose to apply if an internal candidate is not selected by way of an expedited process. In any event, an expedited process, if followed, should be utilized prior to the hiring of a search consultant. Following interviews of any such internal or other candidates, the Board, as it deems appropriate, may proceed with utilizing any portions of the extended search process set out below. A Board vote to select a preferred candidate interviewed in accordance with this expedited process shall require the affirmative vote of at least nine Board members. If candidates are interviewed in accordance with this expedited process and no candidate is designated as a preferred candidate, the Board has the power to engage in other expedited processes or to conduct a search in accordance with the extended process described below.

# COMPOSITE EXHIBIT 5

April 19, 2018

The Commissioner, in consultation with the Board Search Committee, will make a recommendation to the Board with regard to a search consultant to assist with the search for an IEO. The Board may interview and will select the search consultant, if the Board determines that one is needed. The Board Search Committee may select a search consultant to assist with the search for a new Commissioner. As part of the initiation of the IEO search process, the Commissioner and Board Search Committee may consider the input of constituents regarding desired characteristics of a new IEO. The Board may also consider input from constituents regarding the desired characteristics of a new Commissioner. The Board shall approve any minimum qualifications for candidates.

## C. Advertisement Schedule

If a search consultant is used, the Commissioner, with the assistance of any search consultant, shall develop the position advertisement and a general schedule for the search ~~in consultation with the Commissioner~~ and with the approval of the Board Search Committee.

## D. Campus Search Advisory Committee

In a search for an IEO, the Commissioner shall prepare a list of the proposed membership of a Campus Search Advisory Committee, as well as a chair, or co-chairs, of such committee. The Campus Search Advisory Committee ("CSAC") shall be representative of the various constituent groups of the university and representative in terms of diversity of race and gender, ~~including administrators, faculty, staff, students, alumni, foundation representatives, and members of the community.~~ There is no requirement that any particular person be selected because of their position, and no member of the CSAC will report to any group with respect to the search. The Commissioner shall then inform Board members of the proposed membership and chair (or co-chairs) of that committee. After the Board has been provided with the Commissioner's recommendations for the membership and chair (or co-chairs) of the Campus Search Advisory Committee, if any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the proposed membership and chair (or co-chairs) of that committee, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified/consulted regarding the Commissioner's recommendations, the Commissioner may proceed with appointing the membership and chair (or co-

# COMPOSITE EXHIBIT 5

April 19, 2018

chairs) of the Campus Search Advisory Committee. The Commissioner, in coordination with the Chair of the Board Search Committee, shall take appropriate steps to receive written assurances from all of those proposed to serve on the Campus Search Advisory Committee that they have not formed any opinion as to the identity of the particular person that should be selected as the IEO, that they have no personal, professional or other relationship with any person that they understand may be a candidate that would impair their objectivity in fairly considering all candidates, that they will endeavor to remain open to considering all persons that apply in a fair and unbiased manner, ~~and~~ that they will not agree with any person to advocate or campaign for the selection of any particular candidate, and that they will not reveal any information about any applicants, before or after the conclusion of the search. ~~The Commissioner shall then inform Board members of the proposed membership and chair (or co chairs) of that committee. After the Board has been provided with the Commissioner's recommendations for the membership and chair (or co chairs) of the Campus Search Advisory Committee, if any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the proposed membership and chair (or co chairs) of that committee, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified/consulted regarding the Commissioner's recommendations, the Commissioner may proceed with appointing the membership and chair (or co chairs) of the Campus Search Advisory Committee. In a search for a Commissioner, the Board may seek advice from appropriate individuals or groups, including any search consultant hired by the Board.~~

## E. Recruitment

Recruitment of candidates may occur up to the point of selection, but candidates will be advised to submit their materials by a specified date to insure optimum consideration for the position. At any point in the search process the Board may add additional candidates to the pool being considered without starting the entire process over. The decision regarding whether to have any such additional candidates reviewed by the Campus Search Advisory Committee is in the discretion of the Board. Additional interviews may be conducted as desired by the Board.

# COMPOSITE EXHIBIT 5

April 19, 2018

## F. Candidate Screening

The Campus Search Advisory Committee members will review the applications received by the date established in the advertisement. No meeting of the Campus Search Advisory Committee will be held to discuss candidates, since the process seeks to obtain independent advice from each member of the CSAC –without consultation among the members. Each member will submit their recommendations individually and separately as to the candidates to be further considered, and each shall vote individually by secret ballot for a minimum of five candidates that he/she recommends as a good candidate for the position for further consideration. The search consultant, if one is used, is to then accumulate the secret ballots and count them. If no consultant is used, t The Commissioner shall accumulate the results of those recommendations and ballots and count them. The results of the vote count, indicating the number of favorable votes received by each candidate, are to then be reported same to the Board Search Committee members. The Board Search Committee shall then meet and discuss which candidates to interview. Any other Board members may attend this meeting. All Board members will then be informed of those candidates that the Board Search Committee would like to interview. If any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the candidates to be interviewed, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified of the candidates to be interviewed, the Board Search Committee shall proceed with planning first round candidate interviews. The search consultant shall then be informed of the candidates to be interviewed. The consultant shall next be informed that he/she may advise the non-selected candidates that they will not be interviewed as part of the initial process, if such notification is deemed prudent by the Board and the search consultant at that point in time. The consultant should, if directed by the Board, remind those candidates that were not invited back for initial interviews that the Board can always add more names to be considered at a later date. ~~The Campus Search Advisory Committee may then be told who will be initially interviewed by the Board Search Committee.~~

## G. Interview Search Advisory Committee

Each member of the Campus Search Advisory Committee shall be requested to provide nominations from the membership of that committee to serve on the Interview Search Advisory Committee. ~~Using that information and such~~

# COMPOSITE EXHIBIT 5

April 19, 2018

~~information as may be deemed helpful to insure a balanced Interview Search Advisory Committee, t~~ The Commissioner and the Chair of the Board Search Committee shall then prepare a list of the proposed membership of an Interview Search Advisory Committee from the membership of the Campus Search Advisory Committee. ~~The Interview Search Advisory Committee shall be comprised of administrators, faculty, students, staff, and outside representatives. These representatives shall be diverse in race and gender.~~ The Commissioner shall then inform Board members of the proposed membership of that committee. After the Board has been provided with the recommendations from the Commissioner and the Chair of the Board Search Committee for the membership of the Interview Search Advisory Committee, if any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the proposed membership of that committee, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified/consulted regarding the recommendations, the Commissioner may proceed with appointing the membership of the Interview Search Advisory Committee. ~~The Interview Search Advisory Committee may participate with the Board of Trustees~~ will determine the role to be played by the in the remainder of the search process, except when the Board of Trustees excuses the Interview Search Advisory Committee with respect to the remainder of the search process from executive session.

## H. First Interviews

The Board Search Committee and the Commissioner --, with such assistance and/or participation input from the Interview Search Advisory Committee as the Board deems appropriate and helpful --, will conduct the first round of interviews. If the Board chooses to allow members of the Interview Search Advisory Committee to participate in the First Interviews, no meeting of those members will be held to discuss candidates, and each member shall independently and confidentially write down his/her comments pertaining to each candidate immediately following that candidate's interview. The Chair of the Board Search Committee shall collect the written comments from each Interview Search Advisory Committee member. Those written comments will be provided to the Board Search Committee without consultation or coordination among Interview Search Advisory Committee members. All Board members will be invited to attend the interview. The consultant, if one is used, or the Commissioner if no consultant is used, will conduct a

# COMPOSITE EXHIBIT 5

April 19, 2018

background check on those candidates participating in the first round of interviews.

## I. Reference Contacts

Under the direction of the Commissioner and/or the consultant, reference contacts will be made on each candidate who is participating in the second round of interviews. Before or at the conclusion of the second round of interviews, the results of the reference contacts and background checks shall be made known to the Board.

## J. Second Interviews

~~Before the second round of interviews, the results of the reference contacts and background checks shall be made known to the Board and the Interview Search Advisory Committee.~~ The Board Search Committee and the Commissioner -- with such assistance and/or participation from the Interview Search Advisory Committee as the Board deems appropriate and helpful --, will conduct the second round of interviews. The Board Search Committee shall ~~then meet to~~ discuss who and how many to interview during the second round of interviews. Any other Board members may attend this meeting. All Board members will then be informed of those candidates that the Board Search Committee would like to interview for second round interviews. If any Board member expresses a desire to the Commissioner to call a full Board meeting to discuss further the candidates to be interviewed for a second interview, a Board teleconference meeting shall be properly noticed and called. If no Board member requests such a Board meeting within forty-eight hours of being notified of the candidates to be further interviewed, the Board Search Committee shall proceed with planning the second round interviews by the full Board. The Board may conduct as many additional interviews as it deems necessary in conducting the search process. The Board will determine whether and the extent to which individual Trustees or groups will separately meet with the candidates. If the Board chooses to allow members of the Interview Search Advisory Committee to participate in the Second interviews, no meeting of those members will be held to discuss candidates, and each member shall independently and confidentially write down his/her comments pertaining to each candidate immediately following that candidate's interview. The Chair of the Board Search Committee shall collect the written comments from each Interview Search Advisory Committee member. Those written comments will be provided to the Board Search Committee without

# COMPOSITE EXHIBIT 5

April 19, 2018

consultation or coordination among Interview Search Advisory Committee members.

## K. Preferred Candidate

After all of the above has been completed, the Board of Trustees will meet to hear from the Board Search Committee regarding an assessment of each candidate. The Commissioner's assessment will be sought. The Board of Trustees will then select and announce their Preferred Candidate.

## L. Campus Interview

The Preferred Candidate will be scheduled for a full day on-campus for interviews with a wide array of constituents. Each group will have the opportunity to provide feedback on the Preferred Candidate to the Board of Trustees.

## M. Decision

The Board of Trustees will meet after the last on-campus interview session to review the feedback and conduct further discussion. The Board of Trustees will then vote to name the Preferred Candidate as the institution's new Institutional Executive Officer or vote to continue the search.

In a search for a Commissioner, the Board Search Committee may request appropriate individuals or groups to submit unranked recommendations of candidates to be considered for initial interviews. The Board Search Committee shall schedule initial interviews and all members of the Board will be invited to attend the initial interviews and participate in the selection of candidates for final interviews. The Board Search Committee may also invite additional individuals to attend and observe the initial interviews conducted by such committee to fill the position of Commissioner. The Board Search Committee will next develop an interview schedule for the candidates selected for final interviews for the position of Commissioner. The Board shall then meet and conduct final interviews and select the Commissioner.

# COMPOSITE EXHIBIT 5

April 19, 2018

## **SYSTEM – APPROVAL FOR FIRST READING OF AMENDMENTS TO BOARD POLICY 201.0510 APPLICATION BY INTERIM INSTITUTIONAL EXECUTIVE OFFICER FOR INSTITUTIONAL EXECUTIVE OFFICER POSITION**

### 201.0510 APPLICATION BY INTERIM OR ACTING INSTITUTIONAL EXECUTIVE OFFICER FOR INSTITUTIONAL EXECUTIVE OFFICER POSITION

An individual that continues to serve as the acting or interim Institutional Executive Officer after the formal circulation of the Advertisement requesting applications as (IEO) at a university shall not be considered as a candidate for the permanent IEO position at that university during that search process. However, this policy does not prohibit consideration during the search process of an individual who has completed service as an interim or acting IEO prior to the circulation of the formal Advertisement for applications and who discontinues such service at that time.

~~An individual currently serving as the interim Institutional Executive Officer (IEO) at a university shall not be considered as a candidate for the permanent IEO position for which he/she serves as interim at the same university. However, an individual currently serving as interim IEO may apply and be considered for a permanent IEO position at a different university. This policy does not prohibit an individual who has completed service as an interim IEO from being considered as a candidate for any IEO positions that subsequently become available at the same university.~~

# EXHIBIT 6

April 19, 2018

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE MARCH 22, 2018 BOARD MEETING SUBMISSION DEADLINE**

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

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

### **ALCORN STATE UNIVERSITY**

#### **1. ASU– GS 101-306 – Water Infrastructure Improvements**

**NOTE: This is a Bureau of Building project**

**APPROVAL Request #1: Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted M&G Enterprises d/b/a Engineering Service.

Approval Status & Date: APPROVED, February 22, 2018

Project Initiation Date: March 21, 2013

Design Professional: M&G Enterprises d/b/a Engineering Service

General Contractor: TBD

Total Project Budget: \$3,840,092.00

### **DELTA STATE UNIVERSITY**

#### **2. DSU– GS 102-262 – Young-Mauldin Renovation**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$69,431.00 and twenty-five (25) additional days to the contract of Diversified Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, March 22, 2018

Change Order Description: Change Order #1 includes the following items: installed a voice evacuation system in lieu of a standard fire alarm notification system; reconciled the successful controls package bid and the project controls allowance; replaced a refrigerator with a reach-freezer; credit for deletion of food service equipment i.e. griddle and a refrigerated equipment stand; credited for deletion of a ductless mini-split HVAC unit; credited for the deletion of the heat grace for grease waste piping, and other minor plumbing changes; and twenty-five days to the contract.

# EXHIBIT 6

April 19, 2018

Change Order Justification: These changes were due to changes in requirements or recommendation by governmental agencies i.e. revisions in building codes safety or health regulations, controls on materials specified, etc., and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$69,431.00.

Project Initiation Date: October 16, 2014

Design Professional: Burris/Wagnon Architects, P.A.

General Contractor: Diversified Construction Services, Inc.

Total Project Budget: \$9,180,791.00

## JACKSON STATE UNIVERSITY

### 3. **JSU– GS 103-281 – Alexander Center Renovation PH II – Elevator Replacement**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$29,649.60 and sixty (60) additional days to the contract of Fountain Construction Company. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, March 6, 2018

Change Order Description: Change Order #2 includes the following items: added four (4) elevator pit ladders and two (2) door closers; and 8' x 8' opening was cut in the exterior wall and filled in with an insulated louver; and sixty (60) days added to the contract.

Change Order Justification: These changes were due to changes in requirements or recommendation by governmental agencies i.e. revisions in building codes safety or health regulations, controls on materials specified, etc. and days for work as indicated herein

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$70,449.60.

Project Initiation Date: February 18, 2016

Design Professional: Foil & Wyatt Architects

General Contractor: Fountain Construction Company

Total Project Budget: \$1,650,000.00

## MISSISSIPPI STATE UNIVERSITY

### 4. **MSU– GS 105-351 – YMCA Renovation**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #5**

Board staff approved Change Order #5 in the amount of \$119,148.63 and thirty-nine (39) additional days to the contract of Belinda Stewart Architects, P.A. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

# EXHIBIT 6

April 19, 2018

Approval Status & Date: APPROVED, March 2, 2018

Change Order Description: Change Order #5 includes the following items: repairs made to the roof deck; relocated a door; conduits & electrical ,ATS to an elevator; added light fixtures and their devices; added a site fence and a protective gate; applied asphalt & paint to Lee Blvd.; changes were made to certain light fixtures; revision to roof & storm drains; added walkway access; installed a door & window glass on the third floor; installed a platform in the a non-rated duct chase; credit applied for cabinets; credit to omit 32' of sidewalk; changed a lock; changes concerning HVAC for a room; changes made to the HVAC grille size and shape in two (2) corridors; installed door glass to solid panel changes on first floor; credit for sidewalk and paver s; installed a door contact for a door; added data sleeves; and thirty-nine (39) days to the contract.

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

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$683,372.74.

Project Initiation Date: August 13, 2015

Design Professional: Belinda Stewart Architects, P.A.

General Contractor: Gregory Construction Services, Inc.

Total Project Budget: \$9,800,000.00

## 5. **MSU – GS 113-136 – Meat Science Laboratory**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #5**

Board staff approved Change Order #5 in the amount of \$32,110.94 and thirty-four (34) additional days to the contract of Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, March 15, 2018

Change Order Description: Change Order #5 includes the following items: added a flip wing to a door; added conduits above the viewing room windows; increased the size of the coiling doors; changes made to the exhaust hood over the belt grill; installed foot controls in HWS; installed air and gas piping; install3ed trolleys for splitting saw and hock cutter; added another carcass rail; added additional steel at a door jamb; added a disconnect to the chiller; and thirty-four (34) days to the contract.

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

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$63,169.15.

Project Initiation Date: October 17, 2013

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: Construction Services, Inc.

Total Project Budget: \$8,200,000.00

# EXHIBIT 6

April 19, 2018

## 6. **MSU – GS 113-141 – ADS & Poultry Complex**

**NOTE: This is a Bureau of Building project**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

Approval Status & Date: APPROVED, March 6, 2018

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, March 6, 2018

Project Initiation Date: August 17, 2017

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Phased Project Budget: \$13,000,000.00

Total Project Budget: \$27,500,000.00

## 7. **MSU– GS 113-145 – NWARC Roof Replacement**

### **Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$747,000.00 to the apparent low bidder, Independent Roofing systems. Inc.

Approval Status & Date: APPROVED, February 22, 2018

Project Initiation Date: May 18, 2017

Design Professional: Pryor & Morrow architects & Engineers

General Contractor: Independent Roofing Systems, Inc.

Total Project Budget: \$1,000,000.00

## 8. **MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field**

### **Approval Request #1: Change Order #6**

Board staff approved Change Order #6 in the amount of \$193,482.54 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, March 2, 2018

Change Order Description: Change Order #6 includes the following items: Added additional feeders; revisions to the left field berm; installed a concrete apron and retaining wall to the center field entry; revisions to the site bollars; additional steel detailing; increased the width of the gate & opening at the home bullpen; revisions to the landscaping; over seeded the sod with rye grass for phase B; revisions to wall mods related to the left field berm; added a stainless steel shelf for a single-hung window at the ticket building; added additional traffic coating at the dugout walls, tunnel walls & bowl walls; and added traveling cable (power) for an elevator.

Change Order Justification: These changes are due to errors & omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$1,374,141.25.

Project Initiation Date: May 21, 2015

Design Professional: Wier Boerner Allin Architects, PLLC

General Contractor: Jesco, Inc.

# EXHIBIT 6

April 19, 2018

Total Project Budget: \$55,000,000.00

## UNIVERSITY OF MISSISSIPPI

### **9. UM– GS 107-308 - Union Addition & Renovation**

#### **Approval Request #1: Change Order #12**

Board staff approved Change Order #12 in the amount of \$257,981.00 and eleven (11) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, March 22, 2018

Change Order Description: Change Order #12 includes the following items: installed rebar dowels in the existing concrete masonry unit and added support steel for windows; provided the final connection to the catering kitchen equipment; furnished coax cabling on all the elevator travel cables; demolished the unstable existing concrete masonry unit along the east side of phase 3 and reconstructed with additional reinforcing; added a visual strip and revised the floor covering; installed keyed switches for the brand area security grilles; revised the roof drain pipe routing and tie-in to the underground storm drain catch basin; added electrical & communication infrastructure; revised the door & hardware in McAlisters; widened the flanking brick masses at the ends of the modified south porch; modified; supplemented the steel support framing for the operable partition; and added eleven days to the contract.

Change Order Justification: These changes are due to errors & omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Twelve (12) change orders for a total amount of \$2,486,153.00.

Project Initiation Date: February 22, 2008

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

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$58,569,689.68

Total Project Budget: \$58,900,000.00

### **10. UM – IHL 207-372 – South Campus Recreation Facility & Transportation Hub**

#### **Approval Request #1: Change Order #6**

Board staff approved Change Order #6 in the amount of \$428,278.23 and six (6) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, March 15, 2018

Change Order Description: Change Order #6 includes the following items: installed a 6” pedestal encasement around a shear crack in a column; modified mezzanine floor at an elevator; substituted a closed-cell foam for insulation that does not require a membrane vapor barrier; installation of gypsum board assemblies in non-accessible areas; installation of a ductile iron irrigation supply line; added horizontal netting at the MAC court; replaced the existing rusted roof decking and prep/prim isolated areas of the existing decking; provided a manual roof crane in lieu of an electric roof crane; added solid surface sills at the windows; changed the upholstery bench tops to solid surface bench tops; reinstalled a new portion of the fire loop; refabricated and relocated the

# EXHIBIT 6

April 19, 2018

mechanical duct; raised two (2) existing manholes; installed plywood behind the gypsum board at the lobby wall; installed header channels to install the curtain wall; modified the controls operations of two (2) valves; added a structural steel beam; installed steel & an expansion joint at the exterior curtain wall; modified the steel; fully welded the cover plates & grind corners at thirteen (13) columns along a column line; removed the furnishing and installed card readers from the scope of work; modified the mezzanine penetrations extending to the first floor; applied intumescent paint in lieu of spray paint on fire-proofing at the interior portions of six (6) columns along the column line; installed a domestic water meter; provided & installed rubber athletic flooring at the mezzanine; and six (6) days to the contract.

Change Order Justification: These changes are due to errors & omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and additional work due to weather delays as stated herein.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$1,121,373.47.

Project Initiation Date: June 20, 2013

Design Professional: JBHM Architects, P.A.

General Contractor: Zellner Construction Services, LLC

Phased Project Budget: \$28,736,759.40

Total Project Budget: \$32,000,000.00

## **11. UM – IHL 207-392 – North Parking Structure**

### **Approval Request #1: Change Order #6**

Board staff approved Change Order #6 in the amount of \$320,865.10 and thirty (30) additional days to the contract of B.L. Harbert International, LLC.

Approval Status & Date: APPROVED, January 19, 2018

Change Order Description: Change Order #6 includes the following items: installed metal closure strips at the southeast stair locations; undercut and replace unstable soil with suitable soil; replaced the cross drains; concrete masonry unit infill done at the short section of structural retaining wall at the northwest corner of the garage for the brick veneer to align with the revised configuration of the civil retaining wall to the west for the north road; an elevator lobby panel was added ; additional exit lights were added; barrier cables were added on the north side of the parking structure; additional unsuitable soil to be undercut and replaced with suitable soil; removed the existing asphalt grades and re-graded and installed a new base, binder, and wearing course to work in conjunction with the curb & gutter; new walkway and ramp were removed & replaced with American Disabilities Act (ADA) compliant ramps at Broad Street near the southeast corner of the site; raised the existing communications manhole; the generator & ATS were not able to be terminated with lugs; new inlets of the correct size were added to replace the existing inlet grades; additional fabrication & installation of the elevator bevel steel was done; additional priming & painting of the elevator bevel steel was done; cameras at Level & & were re-mounted on 8"-0" poles mounted on the wall; credit to omit corrective work to relocate a light, pole & base to clear the tree canopy; reset thirty-three (33) light poles and removed the leveling nuts and adjust the base of these fixtures after the lights are installed; added the phone housing and the phone; two (2) additional

# EXHIBIT 6

April 19, 2018

notification devices (speaker/strobe) installed in the ramp area on the seventh level; credit to omit corrective work to re-terminate cabling per industry and campus standards with owner-furnished additional materials; relocated the condensing unit and rerouted the refrigerant lines; credit for installation of stop signs no longer required as the university installs their own; installed an additional storm inlet and piping at the southeast corner of the existing curved north parking lot and clean up for sediment that washed down toward Stockard-Martin lot; installation of an additional storm inlet and piping at the southeast corner of the new curved north parking lot; and thirty (30) days to the contract.

Change Order Justification: These changes are due to changes & requirements or recommendations by governmental agencies i.e. revisions in building codes, safety or health regulations, controls on materials specified, etc; errors & omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and additional work due to weather delays as stated herein.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$184,689.71.

Project Initiation Date: September 26, 2014

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

General Contractor: B.L. Harbert International, LLC

Phased Project Budget: \$33,750,000.00

Total Project Budget: \$34,550,000.00

## **12. UM– IHL 207-398 – John W. White Facilities Management Building West Wing Addition**

### **Approval Request #1: Change Order #6**

Board staff approved Change Order #6 in the amount of \$11,600.00 and zero (0) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, March 15, 2018

Change Order Description: Change Order #6 includes the following items: final payment was adjusted for liquidated damages at \$200.00 per calendar day from the adjusted contract date to the actual date of substantial completion for a total of fifty-eight (58) days.

Change Order Justification: These changes are user/owner requested modifications per the contract documents as stated herein.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$1,374,141.25.

Project Initiation Date: January 22, 2015

Design Professional: Foil-Wyatt Architects & Planners, PLLC

General Contractor: Barnes & Brower, Inc.

Total Project Budget: \$2,394,739.00

## **13. UM– IHL 207-401 – Wastewater Treatment Facility Expansion**

### **Approval Request #1: Change Order #6R**

Board staff approved Change Order #6R in the amount of \$1270,076.16 and one hundred eight (108) additional days to the contract of Hemphill Construction Company, Inc.

Approval Status & Date: APPROVED, January 19, 2018

# EXHIBIT 6

April 19, 2018

Change Order Description: Change Order #6R includes the following items: improved the storm water drainage in front of the existing lab facility and developed a more easily accessible dumpster pad & garbage truck washdown area; constructed a canopy structure over the UV disinfection room; added additional electrical work including new panels in the lab building and other work performed; demolished the existing rout and re-grout clarifier; installed a 6" drain from the clarifier weir scum box to the T valve pit; sawcut the wall at CLR 1 and two (2) for the additional slide gate; and one hundred eight (108) days to the contract

Change Order Justification: These changes are due to errors & omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$391,823.20.

Project Initiation Date: February 18, 2015

Design Professional: Engineering Solutions, Inc.

General Contractor: Hemphill Construction Company, Inc.

Total Project Budget: \$9,900,000.00

## **14. UM- IHL 207-411.1 – O-U Stadium (Swayze Field) Addition & Renovation – PH II**

### **Approval Request #1: Change Order #4**

Board staff approved Change Order #445,221.88 and zero (0) additional days to the contract of Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, February 19, 2018

Change Order Description: Change Order #4 includes the following items: modified an elevator feed to conform with the manufacturer requirements; modified and added A/V infrastructure for presentation capability to the original tv locations jn the Dug Out Club.; added fire sprinkler heads to wash windows located in the fire-rated wall; added an emergency light fixture in the Dug Out Club locker area; added a gypsum board ceiling in the elevator room; added power feed to the new alarm panel; added a rooftop generator support; added access control provisions to an elevator; added a foot wash in the treatment pool; installed a glass rail at the display case in lieu of glass doors; added GFCI outlets under the hood in a kitchen; added PA connection route from the press box to the Dug Out Club; added additional tv locations & required infrastructure & power to a performance center; added infrastructure, power & controls for lights in a mechanical room; closed the existing ductwork roof penetration & added a new HVAC supply to an existing corridor and replace the exhaust fan to a restroom.

Change Order Justification: These changes are due to errors & omissions in the plans and specifications.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$1,374,141.25.

Project Initiation Date: May 21, 2015

Design Professional: Cooke Douglas Farr Lemons, LTD

General Contractor: Century Construction & Realty, Inc.

Phased Project Budget: \$18,639,272.54

Total Project Budget: \$55,000,000.00

# EXHIBIT 6

April 19, 2018

## **15. UM– IHL 207-415 – Golf Practice Facility Renovation**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Pryor & Morrow

Approval Status & Date: APPROVED, January 19, 2018

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, January 19, 2018

### **Approval Request #3: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$2,481,945.00 to the apparent low bidder, Duininck, Inc.

Approval Status & Date: APPROVED, February 28, 2018

Project Initiation Date: February 18, 2016

Design Professional: Pryor & Morrow

General Contractor: TBD

Total Project Budget: \$3,198,000.00

## **16. UM– IHL 207-424 – Faser Hall First Floor Modifications**

### **Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$582,918.00 to the apparent low bidder, Barnes & Brower, Inc.

Approval Status & Date: APPROVED, February 22, 2018

Project Initiation Date: August 18, 2016

Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.

General Contractor: Barnes & Brower, Inc.

Total Project Budget: \$1,300,000.00

## **17. UM– IHL 207-428 – East Campus Electrical Modifications**

### **Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$1,6630,400.00 to the apparent low bidder, McInnis Electric Co.

Approval Status & Date: APPROVED, March 6, 2018

Project Initiation Date: November 17, 2016

Design Professional: Corbett Legge & associates, PLLC

General Contractor: McInnis Electric Co.

Total Project Budget: \$1,900,000.00

## **18. UM– IHL 207-436 – Kinard Water Treatment Replacement**

### **Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$1,285,000.00 the apparent low bidder, Hemphill Construction Company, Inc.

Approval Status & Date: APPROVED, February 22, 2018

Project Initiation Date: June 15, 2017

Design Professional: Engineering Solutions Company, Inc.

General Contractor: Hemphill Construction Company, Inc.

# EXHIBIT 6

April 19, 2018

Total Project Budget: \$1,600,000.00

## **19. UM– IHL 207-439 – Crosby Hall HVAC Upgrades**

### **Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$1,058,350.00 to the apparent low bidder, Upchurch Plumbing, Inc.

Approval Status & Date: APPROVED, March 6, 2018

Project Initiation Date: November 16, 2017

Design Professional: Corbett Legge & associates, PLLC

General Contractor: Upchurch Plumbing, Inc.

Total Project Budget: \$2,800,000.00

## **UNIVERSITY OF SOUTHERN MISSISSIPPI**

## **20. USM– IHL 208-334 – Cochran Center Theatre**

### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the credit amount of \$1,799.92 and zero additional days to the contract of Hanco Corporation.

Approval Status & Date: APPROVED, March 2, 2018

Change Order Description: Change Order #1 includes the following items: credit for installation, setup commission and owner training for HVAC controls due to the difference in cost; added additional data drops at the camera locations; provided additional ductwork in the hallway and revisions made on the supplemental drawings; furnished, installed & terminated the CAT cable at the cameras, people counters, access points & cash register; credit providing the specified hardware; credit was given to adjust the cost of the hardware installed against the hardware allowance; credit was given to adjust the cost of the signage provided against the signage allowance; added additional ceramic tile in specified lobbies; added a pipe handrail to the bottom step in one of the theatre rooms; and a credit for the carpet that was not accepted.

Change Order Justification: This change was due to changes in requirements or recommendations by governmental agencies i.e. revisions in building codes safety or health regulations, controls on materials specified, etc.; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$1,799.92.

Project Initiation Date: January 18, 2018

Design Professional: Shafer-Zahner-Zahner, PLLC

General Contractor: Hanco Corporation.

Total Project Budget: \$2,800,000.00

## **21. USM – IHL 208-336 – McCain Library Envelope Repairs**

### **Approval Request #1: Approval of Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Shafer-Zahner, PLLC.

# EXHIBIT 6

April 19, 2018

Approval Status & Date: APPROVED, February 20, 2018

Project Initiation Date: March 19, 2015

Design Professional: Shafer-Zahner-Zahner, PLLC

General Contractor: TBD

Total Project Budget: \$50,000.00

## **22. USM – GS 108-281 – Greene Hall Renovations**

**NOTE: This is a Bureau of Building project**

### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$16,737.93 and zero (0) additional days to the contract of B.W. Sullivan Building Contractor, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, January 19, 2018

Change Order Description: Change Order #1 includes the following items: asbestos abatement services for additional areas that were uncovered during the demolition phase of the project.

Change Order Justification: This change was due to latent job site conditions.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$16,737.93.

Project Initiation Date: September 18, 2014

Design Professional: Allred Architectural Group, Inc.

General Contractor: B.W. Sullivan Building Contractor

Total Project Budget: \$13,000,000.00

# EXHIBIT 7

APRIL 19, 2018

## 1. SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

### **Legal fees approved for payment to outside counsel in relation to litigation and other matters:**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 2/19/18) from the funds of Alcorn State University. (This statement, in the amounts of \$460.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 460.00**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 3/20/18) from the funds of Mississippi State University. (This statement, in the amount of \$6,313.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 6,313.00**

Payment of legal fees for professional services rendered by Gian Franco Borio (statement dated 02/28/2018) from the funds of Mississippi State University. (This statement, in the amount of \$8,500.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 8,500.00**

Payment of legal fees for professional services rendered by Ware Immigration (two statements each dated 3/1/18) from the funds of Mississippi State University. (These statements, in the amounts of \$493.00 and \$3,003.00, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 3,496.00**

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 3/6/18) from the funds of the University of Mississippi. (This statement, in the amount of \$12,949.52, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 12,949.52**

Payment of legal fees for professional services rendered by Bradley Arant Boult Cummings, LLP (statement dated 2/20/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$11,555.60, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 11,555.60**

# EXHIBIT 7

APRIL 19, 2018

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/15/17, 11/15/17, 11/15/17, 12/11/17, 12/4/17 12/13/17, 12/13/17, 12/13/17, 12/13/17, 1/23/18, 1/23/18, 1/31/18, 2/7/18, 2/19/18, 2/19/18, 2/21/18, 2/21/18, 2/21/18, 2/21/18, 2/26/18, 3/12/18, 3/12/18, 3/13/18, and 3/13/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$324.50, \$1,121.00, \$531.00, \$6,490.00, \$15,310.50, \$3,599.00, \$590.00, \$1,003.00, \$45,846.84, \$2,708.00, \$14,253.80, \$7,578.04, \$1,740.50, \$1,003.00, \$1,858.50, \$33,100.21, \$11,818.60, \$3,038.50, \$13,245.50, \$10,783.80, \$3,026.50, \$4,425.00, \$3,795.50, and \$2,743.50 represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 189,934.79**

Payment of legal fees for professional services rendered by Currie Johnson and Myers, PA (statement dated 2/13/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$2,295.23, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 2,295.23**

Payment of legal fees for professional services rendered by Hogan Lovells, US, LLP (statements dated 2/27/18 and 2/28/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$11,836.80 and \$10,122.20, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 21,959.00**

Payment of legal fees for professional services rendered by Jeffrey P. Reynolds, PA (statement dated 1/31/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$3,013.24, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,013.24**

Payment of legal fees for professional services rendered by Scott Sullivan Streetman and Fox, PC (statement dated 2/6/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$499.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 499.50**

Payment of legal fees for professional services rendered by Steen Dalehite and Pace (statement dated 2/23/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$2,223.70, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 2,223.70**

# EXHIBIT 7

APRIL 19, 2018

Payment of legal fees for professional services rendered by Stites and Harbison (two statements each dated 2/16/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$38.00 and \$3,930.33, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,968.33**

Payment of legal fees for professional services rendered by Watkins and Eager, PLLC (statements dated 1/22/18, 3/1/18, 3/1/18, 3/1/18, 3/1/18, 3/1/18, 3/1/18, 3/1/18, 3/1/18, 3/1/18, and 3/1/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,402.50, \$3,984.75, \$643.50, \$41,316.64, \$726.00, \$1,839.75, \$247.50, \$726.00, \$660.00, \$575.40, and \$9,870.45, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 61,992.49**

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 3/9/18) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$8,779.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 8,779.00**

Payment of legal fees for professional services rendered by Mayo Mallette (statement dated 3/6/18) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$747.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 747.00**

Payment of legal fees for professional services rendered by Ware Immigration (two statements each dated 3/1/2018) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$10.00 and \$58.92, represents services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 68.92**

# EXHIBIT 7

APRIL 19, 2018

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

Payment of legal fees for professional services rendered by Butler|Snow (two statements each dated 1/22/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Cancer Therapeutic Use of Occidiofungin" - \$256.41; Recombinant Fimbrial Protein of Aeromonas Hydrophila as vaccine in catfish" - \$3,341.00.)

**TOTAL DUE.....\$ 3,597.41**

Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 2/16/18) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patents: "Horstemeyer et al / MSU2012.0875 / Extruder Device: - \$432.00)

**TOTAL DUE.....\$ 432.00**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 28, 2017, to each and every member of said Board, said date being at least five days prior to this May 17, 2018 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham, Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. J. Walt Starr. The meeting was called to order by Shane Hooper, President. Trustee Hal Parker introduced Marcus Thompson, IHL Deputy Commissioner, to provide the invocation.

**INTRODUCTION OF GUESTS**

- President Shane Hooper introduced the new trustees, Dr. Steven Cunningham, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, and Mr. Gee Ogletree, and welcomed them to their first board meeting.
- President Hooper welcomed the Student Government Association Officers: Robert Tatum, SGA President at Alcorn State University; Charlie King, SGA President at Delta State University; La'Curtis Powell, SGA President at Jackson State University; Mayah Emerson, SGA President at Mississippi State University; Elam Miller, SGA President of the University of Mississippi; Edgar Meyer, SGA President of the University of Mississippi Medical Center; and McKenna Stone, SGA President at the University of Southern Mississippi.
- Commissioner Glenn Boyce introduced Ms. Jane Mapp the new Special Assistant Attorney General University Division Director; Mr. Vijay Patel the Interim Internal Audit Director, and Ms. Heather Morrison the P-20 Projects Coordinator.

**OTHER BUSINESS**

- On motion by Trustee Dye, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve President Shane Hooper's committee appointments, as follows:

**STANDING COMMITTEES**

**Academic Affairs**

1. Dr. Alfred McNair, Jr., Chair
2. Dr. Ford Dye
3. Jeanne Luckey
4. Bruce Martin
5. Dr. Walt Starr

**Finance**

1. Tom Duff, Chair
2. Dr. Steven Cunningham
3. Ann Lamar
4. Gee Ogletree
5. Hal Parker

**Legal**

1. Ann Lamar, Chair
2. Dr. Steven Cunningham
3. Chip Morgan
4. Gee Ogletree
5. Hal Parker

**Real Estate**

1. Hal Parker, Chair
2. Tom Duff
3. Jeanne Luckey
4. Bruce Martin
5. Dr. Walt Starr

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

**Health Affairs**

1. Dr. Ford Dye, Chair
2. Chip Morgan, Vice-Chair
3. Ann Lamar
4. Dr. Alfred McNair, Jr.
5. Gee Ogletree
6. Hal Parker
7. Dr. Walt Starr

**AD HOC COMMITTEES**

**Ayers Endowment Management**

1. Chip Morgan, Chair
2. Shane Hooper, Board President
3. Dr. Glenn Boyce, Commissioner
4. Dr. Al Rankins, ASU President
5. Dr. William Bynum, JSU President
6. Dr. Jerryl Briggs, MVSU President
7. Bruce Martin

**Diversity**

1. Dr. Steven Cunningham, Chair
2. Ann Lamar
3. Jeanne Luckey
4. Bruce Martin
5. Chip Morgan

**Partnership and Affiliation Review Committee  
(PARC)**

1. Ann Lamar
2. Dr. Alfred McNair, Jr.

**NOTE:** The President is an Ex-Officio member of all committees

**APPROVAL OF THE MINUTES**

On motion by Trustee McNair, seconded by Trustee Starr, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on April 19, 2018.

**CONSENT AGENDAS**

Trustee Ogletree recused himself from voting on any consent items by leaving the room before there was any discussion or vote regarding the same. By consensus, agenda items #6, #7, and #13 on the Finance Consent Agenda were moved to the Regular Finance Agenda for consideration. After Trustee Ogletree left the room, on motion by Trustee McNair, seconded by Trustee Morgan, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas as amended.

**ACADEMIC AFFAIRS**

1. **JSU** – Approval of the following academic program modifications:
  - a. Reinstate the Bachelor of Arts in Political Science and
  - b. Suspend the Master of Arts in Political Science due to low graduate rates.

**FINANCE**

2. **SYSTEM** – Approved the request to purchase cyber liability and incident response insurance coverage with Lloyds of London – Beazley Syndicate (Beazley). Cyber liability insurance will

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

cover various cyber-related losses, including third party liability, first party liability, costs related to investigation and mitigation, and costs related to providing legally required notifications to persons potentially affected by a cyber incident. Purchase of the insurance also includes expert assistance from the insurers breach response team. The purchased policy will be primary to other insurance so that it will protect the IHL Self-Insured Tort Plan in the instances where coverages overlap. The contract is a one-year insurance policy beginning May 26, 2018 and terminating May 26, 2019. The cost will be approximately \$294,937.50 for the one-year policy. IHL may elect to buy-up an additional \$5 million in coverage, during the policy year, for an additional \$53,150. The IHL Self-Insured Tort Plan will pay the premium and allocate an appropriate premium share to each policy participant. The share for each participant other than UMMC will be built into the annual assessment of the Tort Plan. The Tort Plan will invoice UMMC for its share.

3. **JSU** – Approved a Leadership Services Amendment to its current Professional Services Agreement with Ellucian Company, L.P. for management information services which support the Banner system and other functions. The amendment will extend the term of the agreement for an additional five-year term and provide a new schedule of fees associated with this amendment. The purpose of the original agreement was to provide management information services in support of Banner functions, including business process modeling, technical and functional support, help desk, and data warehousing as well as the management and operation of JSU's Office of Information Technology. The term of the Amendment is five (5) years, one (1) day, May 31, 2018 through May 31, 2023. The total expenditure amount of the amendment is approximately \$5,375,066 for a five (5) year term. The approximate annual cost is \$ 1,075,008, with the possibility of some variance. The Payment schedule is included in the bound *May 17, 2018 Board Working File*. This amendment will be funded by E&G Funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
4. **JSU** – Approved a Cloud Services Amendment (Application Hosting Services) to its current Professional Services Agreement with Ellucian Company, L.P. for management information services which support the Banner system and other functions. This amendment extends the term of the agreement for an additional five-year term and provide a new schedule of fees associated with the services provided. The purpose of the original agreement was to provide management information services in support of Banner functions, including business process modeling, technical and functional support, help desk, and data warehousing as well as the management and operation of JSU's Office of Information Technology. The term of the Cloud Services Amendment is five (5) years, one (1) day, May 31, 2018 through May 31, 2023. The total expenditure amount of the amendment is approximately \$1,841,640 for a five (5) year term. The approximate annual cost is \$368,328 with the possibility of some variance. The Payment schedule is included in the bound *May 17, 2018 Board Working File*. This amendment will be funded by E&G Funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
5. **UM** – Approved the request to enter into a contract with Innovative Interfaces Incorporated which includes a license for software as well as one-time migration and setup services. This agreement will provide the University Libraries with an Integrated Library System (ILS) including modules for metadata, circulation, acquisitions, serials, electronic resources and public library catalog interface. New cloud-based products with improved functionality (such as APIs) are needed at this time and will extend system interoperability. The term of this contract will begin in May of 2018.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

Implementation is expected to take approximately six months. The license for the software will begin once implementation is complete with an initial term of three years. After the initial term, the software license may be renewed annually through 2024 per the time limit of the ITS CP-1. The total contract amount is \$755,158. A breakdown of costs is included in the bound *May 17, 2018 Board Working File*. As noted in the professional services agreement, not all products are being implemented at this time. If the university chooses to implement some of the smaller modules later, additional implementation costs may be incurred, but the lifecycle of the contract will not exceed \$900,000 per the limit of the ITS CP-1. Costs for this contract will be funded by the Library materials budget which is derived from education and general funds and specified endowments. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

6. **UMMC** – Request to enter into a Services Agreement with Advantage Support Services, Inc. (Advantage) to provide staff augmentation for UMMC's Sterile Processing Department (SPD) management team and technicians. UMMC's SPD services all areas at UMMC in which sterile, reusable medical/surgical supplies and equipment are cleaned (disinfected and sterilized), prepared, processed, stored, and issued for patient care. The term of the Agreement is one (1) year and thirteen (13) days, from May 18, 2018, through May 31, 2019. The total estimated cost of the Agreement is \$3,518,060 for staff augmentation for management and technicians. Fees are based upon hourly rates for the various levels of staff that may be utilized. The Agreement will be funded by hospital patient revenue. The agreement was reviewed and approved by the Attorney General's Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**
7. **UMMC** – Request to enter into a Services Agreement (Agreement) with Aureus Nursing LLC (Aureus) to provide staff augmentation for UMMC's Sterile Processing Department (SPD) technicians. UMMC's SPD services all areas at UMMC in which sterile, reusable medical/surgical supplies and equipment are cleaned (disinfected and sterilized), prepared, processed, stored, and issued for patient care. The term of the Agreement is one (1) year and thirteen (13) days, beginning May 18, 2018, and ending May 31, 2019. The total contract amount is estimated to be \$2,379,680.00 for staff augmentation for SPD technicians. Fees are based upon hourly rates for the technicians. The Agreement will be funded by hospital patient revenue. The agreement was reviewed and approved by the Attorney General's Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**
8. **UMMC** – Approved the request to enter into an agreement with Elekta, Inc. for hardware maintenance and support service for UMMC's Leksell Gamma Knife® Icon™ (Gamma Knife) and the request to prepay the annual support fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The Gamma Knife is used to treat brain disorders using a non-invasive method of delivering a single, high dose of irradiation to a small and critically located intracranial volume through the intact skull. The initial term of the Agreement is one (1) year and one (1) day, from May 31, 2018, through May 31, 2019. Thereafter, the agreement will renew annually for up to three (3) additional years. The Board approved the initial and all renewal terms, for a total term of four (4) years and one (1) day, from May 31, 2018, through May 31, 2022. The total estimated cost over the four (4) years and one (1) day term is \$1,440,452.76. The annual fee for the platinum service package is \$313,000 for the first year, with an annual price increase of one and a half percent (1.5%) each subsequent year. UMMC also has factored in an additional \$40,000 per year for unforeseen emergency support services outside normal working hours, including travel. The agreement will be funded by patient revenues. The agreement, which was

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

9. **UMMC** – Approved the request to enter into an agreement with Elekta, Inc. for hardware maintenance and support service for UMMC's Synergy® S linear accelerator (E2) and the request to prepay the annual support fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The E2 provides radiation therapy with 3D image guidance to help clinicians visualize tumor targets and normal tissue both before and during treatment fractions. The initial term of the Agreement is one (1) year, from June 1, 2018, through May 31, 2019. Thereafter, the agreement will renew annually for up to three (3) additional years. The Board approved the initial and all renewal terms, for a total term of four (4) years and one (1) day, from June 1, 2018, through May 31, 2022. The total estimated cost over the four (4) year term is \$1,043,299.51. The fixed annual fee for the gold service package is \$215,917.96 for the first year, with an annual price increase of one and a half percent (1.5%) each subsequent year. UMMC has factored in an additional \$40,000 per year for unforeseen emergency support services outside normal working hours, including travel. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
10. **UMMC** – Approved the request to enter into an agreement with Elekta, Inc. for hardware maintenance and support service for UMMC's Synergy® S linear accelerator (E3) and the request to prepay the annual support fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The E3 provides radiation therapy with 3D image guidance to help clinicians visualize tumor targets and normal tissue both before and during treatment fractions. The initial term of the Agreement is one (1) year, from June 1, 2018, through May 31, 2019. Thereafter, the agreement will renew annually for up to three (3) additional years. The Board approved the initial and all renewal terms, for a total term of four (4) years and one (1) day, from June 1, 2018, through May 31, 2022. The total estimated cost over the four (4) year term is \$1,107,233.21. The fixed annual fee for the gold service package is \$231,546.22 for the first year, with an annual price increase of one and a half percent (1.5%) each subsequent year. UMMC has factored in an additional \$40,000 per year for unforeseen emergency support services outside normal working hours, including travel. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
11. **UMMC** – Approved the request to enter into an agreement with Elekta, Inc. for hardware maintenance and support service for UMMC's microSelectron high dose rate (HDR) brachytherapy equipment and its associated Oncentra software (collectively, HDR brachytherapy) and the request to prepay the annual support fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The HDR brachytherapy is used for precise, targeted planning and treatment of various cancers such as prostate, breast, skin and surface, rectum, and gynecological anatomy. The initial term of the Agreement is one (1) year, from July 20, 2018, through July 19, 2019. Thereafter, the agreement will renew annually for up to four (4) additional years. The Board approved the initial and all renewal terms, for a total term of five (5) years, from July 20, 2018, through July 19, 2023. The total estimated cost over the five (5) year term is \$513,005.71. The annual fee for the gold service package for the first year is \$45,955.23 for hardware and \$22,559.41 for software maintenance, with an annual price increase of one and a half percent (1.5%) each subsequent year. UMMC also has factored in an additional \$40,000 per

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

year for unforeseen emergency support services outside normal working hours, including travel. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

12. **UMMC** – Approved the request to enter an End User License Agreement (EULA) with EMC Corporation (EMC) for the purchase of hardware, software, and maintenance for an enterprise backup and recovery storage system. This storage system serves to archive UMMC's applications, information, and data utilized throughout its missions. The increases in UMMC's research programs, patient information and volume, and population health data contribute to its ever-growing data storage needs. The purchase will allow UMMC to expand and upgrade its current equipment to meet those growing data storage needs. The Board also approved the request to prepay the annual maintenance fee pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The term of the software license provided under the EULA is perpetual, beginning May 21, 2018. The term of support services provided under the EULA is three (3) years, from the date of shipment, which is expected to be on or about June 22, 2018, through June 21, 2021. The cost of the EULA is \$1,857,805.99. A breakdown of costs is included in the bound *May 17, 2018 Board Working File*. This contract will be funded by general funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
13. **UMMC** – Request to enter into a Statement of Work (SOW) with MoreDirect, Inc. d/b/a Connection for EMC Corporation to provide maintenance services on UMMC's current Avamar appliances and Data Domain storage. The Data Domain storage is UMMC's offline protected backup system that provides recoverability in the case of data corruption or loss on the primary storage device. The term of the SOW is two (2) years, beginning June 1, 2018, and ending May 30, 2020. The Master Service Agreement was effective October 16, 2017 and continues for a total term of five (5) years, including all renewals. The cost of the SOW is \$1,057,474.63 over the two (2) year term of the SOW. A breakdown of the estimated cost is included in the bound *May 17, 2018 Board Working File*. This agreement will be funded by general funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**
14. **UMMC** – Approved the request to enter into a Master License Agreement (Agreement) with Velos, Inc. (Velos) to provide an enterprise license for a clinical research/trials management software system, professional services, and annual maintenance and support. The agreement will provide for a solution that has comprehensive functionality for study administration, subject and financial management, data capture, and reporting within one centralized system, and a robust architecture that facilitates interoperability externally. The system will allow for a faster study setup, more streamlined workflow and pipeline management, more accurate and comprehensive research billing, superior reporting, increased regulatory compliance, higher data quality and better positioning to increase grant and research capacity. The Board also approved the request to prepay percent (50%) of the first year's total fees upon contract execution pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The term of the Agreement is five (5) years beginning June 1, 2018 and ending May 31, 2023. The estimated total cost of the Agreement is \$523,294.38. A breakdown of the estimated cost is included in the bound *May 17, 2018 Board Working File*. The Agreement will be funded by general funds and development funds. The

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

**REAL ESTATE**

15. **UMMC** – Approved the initiation of **IHL 209-568 – West Wing Renovations**, and the appointment of Foil Wyatt Architects as the design professional. This project proposes to renovate the 2nd and 6th floors of the West Wing of the original hospital for patient care. Renovations will include finish upgrades and correction of ADA and Life safety issues. Mechanical, electrical and nurse call systems will also be upgraded. The proposed project budget is \$2,950,000. Funds are available from UMMC SSA (Shared Services Account) – Building Improvements (\$2,950,000).
16. **ASU** – Approved the request to increase the project budget for **GS 101-297, Technology Classroom Building**, from \$16,500,000 to \$21,000,000, for an increase of \$4,500,000. The Board also approved the request to add HB 1649, Laws of 2018, as a funding source in the amount of \$4,500,000 to allow for the budget increase. This is the second budget escalation request made for this project by the university. The increased budget reflects actual project costs. The project is to construct a Technology Classroom Building with approximately 38,565 GSF of conditioned space. The building will contain faculty offices, classrooms, student lounge areas, computer labs, conference rooms and a multi-use auditorium with a balcony. Funds are available from HB 787, Laws of 2014 (\$9,000,000.00); SB 2906, Laws of 2015 (\$7,100,000); SB 2913, Laws of 2013 (\$400,000); and HB 1649, Laws of 2018 (\$4,500,000).
17. **UMMC** – Approved the request increase the project budget for **IHL 209-563, Campus Emergency System Upgrades**, from \$3,500,000 to \$6,700,000, for an increase of \$3,200,000. The budget increase will allow the university to provide a redundant 1.5 megawatt generator and emergency power to secondary equipment (pumps, variable speed drives, controls, etc.) which serves healthcare areas. The project will remove selected generators in the subbasement and install new generators at ground level on the exterior of the building. The project will also provide connectivity for portable generators that would be able to provide power to the chillers and cooling towers during a power outage. Funds are available from UMMC SSA (Shared Services Account) – Building Improvements (\$6,700,000).
18. **DSU** – Approved the request to donate, transfer, and convey for no consideration to the Board of Trustees of Coahoma Community College the Coahoma County Higher Education Center, certain real property known as “Cutrer Mansion lot”, “St. Elizabeth School lot”, and “St. Elizabeth Gymnasium lot,” in accordance with Senate Bill 2898, Laws of 2018. The property description is a parcel of land being situated in Section 14, Township 27 North, Range 4 West located in Coahoma County, Mississippi. The Coahoma County Higher Education Center was donated to DSU by the Delta State Foundation Corporation in June 2000. DSU and Coahoma Community College have partnered in offering classes in the center for local students in Clarksdale, Mississippi. This partnership ended July 1, 2017 and Coahoma Community College has continued to utilize the facilities. Legislation was written and passed by both houses and signed by the Governor in the 2018 Legislative Session to transfer the ownership of this property to Coahoma Community College.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

**PERSONNEL REPORT**

19. **EMPLOYMENT**

**Delta State University**

Richard A. Munroe; Vice President for University Advancement and External Relations; salary \$146,775 per annum; Delta State University Foundation funds; 12-month contract; effective July 1, 2018

**Mississippi State University**

George Ford, *hired with tenure*; Professor and Director of Building Construction Science Program; salary \$145,000.00 per annum, pro rata; E & G Funds; 12-month contract; effective July 1, 2018

20. **CHANGE OF STATUS**

**Mississippi University for Women**

- Tammie McCoy; *from* Chair and Professor, Baccalaureate Nursing; salary \$103,375 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean and Professor, College of Nursing and Health Sciences; salary \$130,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2018
- Thomas Richardson; *from* Provost and Vice President for Academic Affairs and Eudora Welty Professor of English; salary of \$177,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Eudora Welty Professor of English; salary \$98,000 per annum, pro rata; E&G Funds; 10-month contract; effective July 1, 2018
- Scott Tollison; *from* Dean of the College of Business and Professional Studies and Professor of Management Information Systems; salary of \$125,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Interim Provost and Vice President for Academic Affairs and Professor of Management Information Systems; salary of \$155,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2018

**University of Southern Mississippi**

- David Holley; Professor Emeritus of Philosophy; College of Arts and Letters; effective July 1, 2018
- Shahdad Naghshpour; Professor Emeritus of Economics; College of Arts and Letters; effective July 1, 2018

21. **SABBATICAL**

**Mississippi University for Women**

- Lauren Brandon; Professor of Microbiology; *from* salary \$57,539 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of \$28,769.50 for sabbatical period; E&G Funds; effective January 1, 2019 to May 19, 2019; professional development
- Thomas Richardson; Eudora Welty Professor of English; *from* salary \$98,000 per annum, pro rata; E&G Funds; 10-month contract; *to* salary of \$49,000 for sabbatical period; E&G Funds; effective January 1, 2019 to June 30, 2019; research/creative work

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

**22. TENURE**

**Alcorn State University**

- Anant Singh; *promotion* to Associate Professor; Department of Chemistry and Physics; effective August 14, 2018
- Valtreasa Tolliver-Cook; *promotion* to Associate Professor; Department of Social Work; effective August 14, 2018

**Delta State University**

- Jacqueline Craven; *promotion* to Associate Professor; Division of Teacher Education, Leadership, and Research; effective August 20, 2018
- Jana Donahoe; *promotion* to Associate Professor; Department of Social Work; effective August 20, 2018
- Ensley Howell; *promotion* to Associate Professor; Division of Family and Consumer Sciences; effective August 20, 2018
- Donghyun Kim; *promotion* to Associate Professor; Division of Accounting, Computer Information Systems, and Finance; effective August 20, 2018
- Timothy Watkins; *promotion* to Associate Professor; Division of Teacher Education, Leadership, and Research; effective August 20, 2018
- Glendscene Williams; Associate Professor; Division of Accounting, Computer Information Systems, and Finance; effective August 20, 2018
- Sally Zengaro; *promotion* to Associate Professor; Division of Counselor Education and Psychology; effective August 20, 2018
- Guozhen Zhao; *promotion* to Associate Professor; Division of Management, Marketing, and Business Administration; effective August 20, 2018

**Mississippi University for Women**

- Joe Alexander; *promotion* to Associate Professor; Department of Music; effective August 16, 2018
- Valentin Bogdan; *promotion* to Associate Professor; Department of Music; effective August 16, 2018
- Sueanne Davidson; *promotion* to Professor; Department of Graduate Nursing; effective July 1, 2018
- Carey McCarter; Associate Professor; Department of Graduate Nursing; effective July 1, 2018

**University of Mississippi**

- Mikaela Morgane Adams; *promotion* to Associate Professor of Native American History; Department of History; effective July 1, 2018
- Patrick E. Alexander; *promotion* to Associate Professor; Department of English; effective July 1, 2018
- Hunaine Said Alkhateb; *promotion* to Associate Professor; Department of Civil Engineering; effective July 1, 2018

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

- Heather J. Allen; *promotion* to Associate Professor; Department of Modern Languages; effective July 1, 2018
- Kevin S. D. Beach; *promotion* to Associate Professor; Department of Physics and Astronomy; effective July 1, 2018
- Allan Bellman; *promotion* to Professor; Department of Teacher Education; effective July 1, 2018
- James M. Bos; *promotion* to Associate Professor of Religion; Department of Philosophy and Religion; effective July 1, 2018
- Qiang "Andy" Cheng; *promotion* to Associate Professor; Department of Teacher Education; effective July 1, 2018
- Jesse Levis Cromwell; *promotion* to Associate Professor; Department of History; effective July 1, 2018
- Patrick D. Curtis; *promotion* to Associate Professor; Department of Biology; effective July 1, 2018
- Alberto J. Del Arco; *promotion* to Associate Professor; Department of Health, Exercise Science and Recreation Management; effective July 1, 2018
- Suzanne M. Dugger; Professor; Department of Leadership and Counselor Education; effective July 1, 2018
- Scott A. Fiene; *promotion* to Associate Professor of Integrated Marketing; Meek School of Journalism and New Media; effective July 1, 2018
- Maria Ida Fionda; *promotion* to Associate Professor; Department of Modern Languages; effective July 1, 2018
- Amy K. Fisher; *promotion* to Associate Professor; Department of Social Work; effective July 1, 2018
- Ryan Christian Garrick; *promotion* to Associate Professor; Department of Biology; effective July 1, 2018
- Darren E. Grem; *promotion* to Associate Professor; Department of History; effective July 1, 2018
- Seena L. Haines; Chair and Professor; Department of Pharmacy Practice; effective July 1, 2018
- Stuart T. Haines; Director of the Division of Pharmacy Professional Development and Professor; Department of Pharmacy Practice; effective July 1, 2018
- Derrick Avin Harriell; *promotion* to Associate Professor of English and African American Studies; Department of English; effective July 1, 2018
- April E. Holm; *promotion* to Associate Professor; Department of History; effective July 1, 2018
- Neal H. Hutchens; Professor; Department of Leadership and Counselor Education; effective July 1, 2018
- Valentina Boris Iepuri; *promotion* to Associate Professor; Department of Modern Languages; effective July 1, 2018
- Byunghyun Jang; *promotion* to Associate Professor; Department of Computer and Information Science; effective July 1, 2018
- Paul D. Johnson; *promotion* to Associate Professor; Department of Management; effective July 1, 2018

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

- Saim Kashmiri; *promotion* to Associate Professor; Department of Marketing; effective July 1, 2018
- Frances Courtney Kneupper; *promotion* to Associate Professor; Department of History; effective July 1, 2018
- Sasa Kocic; *promotion* to Associate Professor; Department of Mathematics; effective July 1, 2018
- Natalia Alexandrovna Kolesnikova; *promotion* to Associate Professor; Department of Economics; effective July 1, 2018
- Fei Lan; *promotion* to Associate Professor of Religion; Department of Philosophy and Religion; effective July 1, 2018
- Danielle Jeannette Maack; *promotion* to Associate Professor; Department of Psychology; effective July 1, 2018
- Stephanie Elisabeth Miller; *promotion* to Associate Professor; Department of Psychology; effective July 1, 2018
- Sarah M. Moses; *promotion* to Associate Professor of Religion; Department of Philosophy and Religion; effective July 1, 2018
- Christopher Lowe Newman; *promotion* to Associate Professor; Department of Marketing; effective July 1, 2018
- Thomas Allan Peattie; *promotion* to Associate Professor; Department of Music; effective July 1, 2018
- Mandy L. Perryman; *promotion* to Associate Professor; Department of Leadership and Counselor Education; effective July 1, 2018
- Darren A. Sanefski; *promotion* to Associate Professor of Multiple Platform Journalism; Meek School of Journalism and New Media; effective July 1, 2018
- Hailin Sang; *promotion* to Associate Professor; Department of Mathematics; effective July 1, 2018
- Adam E. Smith; *promotion* to Associate Professor; Department of Chemical Engineering; effective July 1, 2018
- Feng Wang; *promotion* to Associate Professor; Department of Computer and Information Science; effective July 1, 2018
- Donovan E. Wishon; *promotion* to Associate Professor of Philosophy; Department of Philosophy and Religion; effective July 1, 2018
- Timothy Paul Yenter; *promotion* to Associate Professor of Philosophy; Department of Philosophy and Religion; effective July 1, 2018
- Brian W. Young; *promotion* to Research and Instruction Librarian and Associate Professor; Department of University Libraries; effective July 1, 2018

**University of Mississippi Medical Center**

- Gene Bidwell, Associate Professor, Department of Neurology, effective July 1, 2018
- Robert Brodell, Professor, Department of Dermatology, effective July 1, 2018
- Jian-Xiong Chen, *promotion* to Professor, Department of Pharmacology and Toxicology, effective July 1, 2018
- Truman Earl, Associate Professor, Department of Surgery, effective July 1, 2018

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

- Kevin Freeman, Associate Professor, Department of Psychiatry and Human Behavior, effective July 1, 2018
- Raymond Grill, Associate Professor, Department of Neurobiology and Anatomical Sciences, effective July 1, 2018
- Hao Mei, *promotion* to Professor, Department of Data Science, effective July 1, 2018
- Chameka Robinson, Associate Professor, Department of Academic Information Services, effective July 1, 2018
- Donna Rowlett, *promotion* to Professor, Department of Psychiatry and Human Behavior, effective July 1, 2018
- James Rowlett, Professor, Department of Psychiatry and Human Behavior, effective July 1, 2018
- Jennifer Sasser, Associate Professor, Department of Pharmacology and Toxicology, effective July 1, 2018
- Ritesh Tandon, *promotion* to Associate Professor, Department of Microbiology and Immunology, effective July 1, 2018
- Samuel Thigpen, Associate Professor, Department of Medicine, effective July 1, 2018
- Douglas Vetter, Associate Professor, Department of Neurobiology and Anatomical Sciences, effective July 1, 2018

**University of Southern Mississippi**

- Allison Abra; *promotion* to Associate Professor; Department of History; College of Arts and Letters; effective August 20, 2018
- Michael D. Anestis; Associate Professor; Department of Psychology; College of Education and Psychology; effective August 20, 2018
- Matthew Casey; *promotion* to Associate Professor; Department of History; College of Arts and Letters; effective August 20, 2018
- Winston Choi; *promotion* to Associate Professor; Department of Public Health; College of Health; effective August 20, 2018
- Jennifer Culley; *promotion* to Associate Professor; University Libraries; effective July 1, 2018
- Song Guo; *promotion* to Associate Professor; Department of Chemistry and Biochemistry; College of Science and Technology; effective August 20, 2018
- Leila J. Hamdan; Associate Professor; Department of Coastal Sciences; College of Science and Technology; effective August 20, 2018
- Frank Joseph Hernandez; *promotion* to Associate Professor; Department of Coastal Sciences; College of Science and Technology; effective August 20, 2018
- Angel Herring; *promotion* to Associate Professor; Department of Child and Family Studies; College of Education and Psychology; effective August 20, 2018
- Claire Kimberly; *promotion* to Associate Professor; Department of Child and Family Studies; College of Education and Psychology; effective August 20, 2018
- Karen Kohl; *promotion* to Associate Professor; Department of Mathematics; College of Science and Technology; effective August 20, 2018
- Myron Labat; *promotion* to Associate Professor; Department of Educational Research and Administration; College of Education and Psychology; effective August 20, 2018

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

- John Mark Lawler; *promotion* to Associate Professor; Department of Art & Design; College of Arts and Letters; effective August 20, 2018
- Jennifer Lemacks; *promotion* to Associate Professor; Department of Nutrition and Food Systems; College of Health; effective August 20, 2018
- Dale Lunsford; *promotion* to Associate Professor; Department of Human Capital Development; College of Science and Technology; effective August 20, 2018
- Benjamin McIlwain; *promotion* to Associate Professor; School of Music; College of Arts and Letters; effective August 20, 2018
- Marcus Michels; *promotion* to Associate Professor; Department of Art and Design; College of Arts and Letters; effective August 20, 2018
- Marietta Paterson; Associate Professor; Department of Speech and Hearing Sciences; College of Health; effective August 20, 2018
- Eric Platt; *promotion* to Associate Professor; Department of Educational Research and Administration; College of Education and Psychology; effective August 20, 2018
- Keith Radley, III; Associate Professor; Department of Psychology; College of Education and Psychology; effective August 20, 2018
- Catherine Rand; Associate Professor; School of Music; College of Arts and Letters; effective July 1, 2018
- Pam Rollins; *promotion* to Associate Professor; Department of Child and Family Studies; College of Education and Psychology; effective August 20, 2018
- Donald F. Sacco; *promotion* to Associate Professor; Department of Psychology; College of Education and Psychology; effective August 20, 2018
- Hans Stadthagen-Gonzalez; *promotion* to Associate Professor; Department of Psychology, College of Education and Psychology; effective August 20, 2018
- Elizabeth Tinnon; *promotion* to Associate Professor; Department of Collaborative Nursing Care; College of Nursing; effective August 20, 2018
- Alexandra Valint; *promotion* to Associate Professor; Department of English; College of Arts and Letters; effective August 20, 2018
- Joseph Weinburg; *promotion* to Associate Professor; Department of Political Science, Int'l Development and Int'l Affairs; College of Arts and Letters; effective August 20, 2018
- Hao Xu; *promotion* to Associate Professor; Department of Biological Sciences; College of Science and Technology; effective August 20, 2018

**ACADEMIC AFFAIRS**

Presented by Trustee Alfred McNair, Chair

On motion by Trustee McNair, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda. On motion by Trustee McNair, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve item #2.

1. **STATE** – Pursuant to Miss. Code Ann. §37-129-1, based on the evaluation of annual reports documenting compliance with the state nursing accreditation standards, the Board approved the accreditation of the Mississippi Nursing Degree Programs as shown below.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

SCHOOL OF NURSING	PROGRAM TYPE	ACCREDITATION STATUS
Alcorn State University	ADN BSN MSN	<b>Continuing Accreditation with Conditions<sup>1</sup></b> Continuing Accreditation Continuing Accreditation
Belhaven University	BSN	Continuing Accreditation
Coahoma Community College	ADN	Continuing Accreditation
Copiah-Lincoln Community College	ADN	Continuing Accreditation
Delta State University	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Full Accreditation
East Central Community College	ADN	Continuing Accreditation
East Mississippi Community College	ADN	Continuing Accreditation
Hinds Community College	ADN	Continuing Accreditation
Holmes Community College	ADN	Continuing Accreditation
Itawamba Community College	ADN	<b>Continuing Accreditation with Conditions<sup>2</sup></b>
Jones County Junior College	ADN	Continuing Accreditation
Meridian Community College	ADN	Continuing Accreditation
Mississippi College	BSN	Continuing Accreditation
Mississippi Delta Community College	ADN	Continuing Accreditation
Mississippi Gulf Coast Community College	ADN	Continuing Accreditation
Mississippi University for Women	ADN BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation Full Accreditation
Northeast Mississippi Community College	ADN	Continuing Accreditation
Northwest Mississippi Community College	ADN	Continuing Accreditation
Pearl River Community College	ADN	Continuing Accreditation
Southwest Mississippi Community College	ADN	Continuing Accreditation
University of Mississippi Medical Center	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
University of Southern Mississippi	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
William Carey University	BSN MSN	Continuing Accreditation Continuing Accreditation

<sup>1</sup>**Alcorn State University**

- **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. a. NCLEX-RN® Pass Rate **80% or above** over a three-year period; ADN program pass rate for three-year period **65.63%** (2015 – 41.94%; 2016 – 88.00%; 2017 – 87.50%).
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan progress report by 6/30/18.

<sup>2</sup>**Itawamba Community College**

- **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. b. Degree Completion Rate **60% or above** over a three-year period; ADN program degree completion rate for three-year period **56.43%** (2014/15 – 60.00%; 2015/16 – 56.89%; 2016/17 – 52.41%).

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/18.
- 2. **SYSTEM** – Approved for first reading the revisions to Board Policy 602 Freshman Admission Requirements for University System Institutions. (See Exhibit 1.)

**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. Trustee Ogletree recused himself from voting on item #2 by leaving the room before there was any discussion or vote regarding the same. After Trustee Ogletree left the room, on motion by Trustee Duff, seconded by Trustee McNair, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve items #3 - #5. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #6. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #7. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve items #8 - #9. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #10.

1. **SYSTEM** – Approved for final reading the proposed increases in resident and non-resident tuition rates at all institutions and for certain professional schools at Mississippi State University, the Mississippi University for Women, the University of Mississippi, the University of Mississippi Medical Center, and the University of Southern Mississippi effective FY 2019. (See Composite Exhibit 2.) The Board approved for final reading the proposed increases in room and board rates at all institutions effective FY 2019. (See Composite Exhibit 3.)
2. **SYSTEM** – Approved the request to renew the wind and flood property coverage for the Gulf Coast with Axis Surplus Insurance Company (Axis); Colony Insurance Company (Colony); Evanston Insurance Company (Evanston); Landmark American Insurance Company (Landmark); Hallmark Specialty Insurance Company (Hallmark); and Lloyds of London (Lloyds). Including all property values, IHL will have a total insured value for the system of \$11,466,087,821, an increase of 6% (\$640,205,723) over 2017-2018. Last year, IHL negotiated for a two-year rate guarantee with AFM, so the current agenda item is only related to USM's Gulf Coast wind and flood coverage. The total property premium for 2018-2019 will be approximately \$6,150,937, which is an increase of approximately 12% (\$681,288) from the 2017-2018 premiums. The overall premium increase is due to insuring more property values and because of a six-percent rate increase for USM's gulf coast campuses' wind and flood policy. USM's insured values on the coast increased by \$27,649,198, or almost 20%. The contract is in the second year of a two-year insurance policy which was approved by the Board and which began May 31, 2017 and will terminate May 31, 2019. This agenda item is before the Board for approval for the portion of coverage related to coastal wind and storm surge, which expires May 31, 2018. The coastal wind and storm surge coverage will be for one year and expire concurrently with the AFM policy. The term will be from May 31, 2018, to May 31, 2019. The combined premium is approximately

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

\$6,150,937 for 2018-2019 but may increase or decrease through the term of the policy as universities add or decrease their insured values. The portion of this premium allocated for the wind and flood coverage is approximately \$1,339,141. Each university and the Board Office pays its respective share of the premium which is billed and paid directly between the insurance company and the insured. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

3. **DSU** – Approved the final request to institute a \$25 Student Activities Fee to provide an independent source of funding for the Student Government Association to expand student programming, student organizations, weekend and late-night programming, and educational speakers. The \$25 fee will be charged per semester to full-time students and pro-rated to part-time students. Students will not be charged the fee during the summer semesters. Student engagement on campus plays a critical role in retention and recruitment. The fact that this mandated fee was requested by the students is evidence of the need. The current Student Affairs budget is insufficient to accommodate the monetary needs of the more than one hundred student organizations on campus. It also limits program offerings. A Student Activities Fee will provide supplemental funding for this budget and will be administered by Student Affairs Administrators. Based on current enrollment, DSU projects this fee to generate approximately \$125,000 of new revenue annually.
4. **JSU** – Approved the final request to increase the Capital Improvement Fee from \$50 to \$52.50 per semester to provide a stable base of support for capital projects. The fee, which will be applicable to all students (resident, non-resident, on-line and on any campus), will be assessed at an hourly rate of \$4.38 for undergraduate students and at an hourly rate of \$5.83 for graduate students and will be capped at \$52.50 per term. The fee will be assessed for all academic terms starting after August 1, 2018. A list of planned uses for the total capital improvement revenue is included in the bound *May 17, 2018 Board Working File*. Based on current enrollment, JSU projects this fee to generate approximately \$733,308 of revenue annually, all of which will be recorded in the plant fund and used strictly to address facility repair needs on campus.
5. **JSU** – Approved the final request to increase the Student Activities Fee from \$10 to \$35 to provide funding for a variety of student events. The new fee will be charged per semester applicable to all students (resident, non-resident, on-line and on any campus). The fee will be assessed on undergraduate students and graduate students on a per student basis. The fee will be assessed for all academic terms starting after August 1, 2018. A breakdown of costs is included in the bound *May 17, 2018 Board Working File*.
6. **MSU** – Approved the request to enter into a Ground Lease and Sublease Agreement with the Mississippi State University Research and Technology Corporation (RTC) whereby RTC will lease 1.75 acres, more or less, of unimproved property from MSU in the Thad Cochran Research, Technology and Economic Development Park (Research Park) to construct a state-of-the-art Analytical Center for Advanced Microscopy and Microanalysis (Analytical Center). RTC will sublease the Analytical Center to MSU for use by MSU's Institute for Imaging and Analytical Technologies (I<sup>2</sup>AT). RTC recently obtained a \$1.8 million grant from the Economic Development Administration to partially fund construction of the Analytical Center. The EDA grant is expected to fund up to, but no more than, 50% of the cost to construct the facility. RTC will fund the remaining planning and construction costs and will be responsible for constructing the facility. MSU, through the Sublease Agreement, will lease the newly constructed Analytical Center from RTC. The Ground Lease grants a construction term of up to 3 years. Upon completion

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

of construction and occupancy by MSU, the term of the Ground Lease will be 20 years. The Sublease Agreement term will be for a corresponding 20-year term. RTC will pay MSU \$1 per year under the Ground Lease. MSU will make an initial rent payment of \$50,000 upon occupying the new Analytical Center. Thereafter, MSU will make a monthly rent payment of \$18,000. Funds are available from self-generated funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

7. **MUW** – Approved for final reading a proposed out-of-state tuition waiver policy to eliminate the non-resident fee under Board Policy 702.04 Approval Process. This policy will be implemented to include out-of-state tuition waivers as authorized, effective July 1, 2012, through the amendment to Miss. Code Ann. § 37-103-25 (3) and shall be effective upon approval by IHL and MUW, with individual waivers becoming applicable as of Fall 2018. MUW has continued to charge non-resident tuition to students who are not residents of Mississippi. Students who are charged non-resident tuition may be eligible for a waiver (scholarship) that will cover this fee. In fall 2012, MUW added the following categories of non-resident waivers (scholarships): Regional – students who met requirements for initial award of regional tuition scholarship and who maintain satisfactory academic progress; West Alabama residents of Fayette, Lamar, Pickens and Tuscaloosa counties; Strategic Markets (AL) Baldwin, Jefferson, Mobile, Shelby, Walker; (TN) Fayette, Shelby, Tipton; and Children of Alumni Undergraduates. In fall 2014, MUW expanded the non-resident waivers (scholarships) to cover the following categories: Contiguous States - residents of Alabama, Arkansas, Louisiana & Tennessee; Military - All students who have active or veteran military status, including spouses & dependent children; Students Near Completion of a Degree - have earned 90 credit hours or more & been out of school for a minimum of 2 years; Children & Grandchildren of Alumni - undergraduate children/grandchildren of active members of MUW Alumni Association; and Academic Programs Mission - specific programs identified by MUW. Based on the following information, since expanding the waiver criteria, MUW has seen a 72% increase in out-of-state undergraduate and out-of-state graduate enrollment. Without the out-of-state increase, total enrollment cannot increase. This increase has not resulted in much of a net tuition gain since the waivers have been shown as a scholarship expense. Based on recent data provided to IHL, the net tuition gain from the non-resident rate was less than \$21,000 in a given year.
8. **UMMC** – Approved the request to enter into a Services Agreement with Advantage Support Services, Inc. (Advantage) to provide staff augmentation for UMMC's Sterile Processing Department (SPD) management team and technicians. UMMC's SPD services all areas at UMMC in which sterile, reusable medical/surgical supplies and equipment are cleaned (disinfected and sterilized), prepared, processed, stored, and issued for patient care. The term of the Agreement is one (1) year and thirteen (13) days, from May 18, 2018, through May 31, 2019. The total estimated cost of the Agreement is \$3,518,060 for staff augmentation for management and technicians. Fees are based upon hourly rates for the various levels of staff that may be utilized. The Agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**
9. **UMMC** – Approved the request to enter into a Services Agreement (Agreement) with Aureus Nursing LLC (Aureus) to provide staff augmentation for UMMC's Sterile Processing Department (SPD) technicians. UMMC's SPD services all areas at UMMC in which sterile, reusable medical/surgical supplies and equipment are cleaned (disinfected and sterilized), prepared,

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

processed, stored, and issued for patient care. The term of the Agreement is one (1) year and thirteen (13) days, beginning May 18, 2018, and ending May 31, 2019. The total contract amount is estimated to be \$2,379,680.00 for staff augmentation for SPD technicians. Fees are based upon hourly rates for the technicians. The Agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**

10. **UMMC** – Approved the request to enter into a Statement of Work (SOW) with MoreDirect, Inc. d/b/a Connection for EMC Corporation to provide maintenance services on UMMC's current Avamar appliances and Data Domain storage. The Data Domain storage is UMMC's offline protected backup system that provides recoverability in the case of data corruption or loss on the primary storage device. The term of the SOW is two (2) years, beginning June 1, 2018, and ending May 30, 2020. The Master Service Agreement was effective October 16, 2017 and continues for a total term of five (5) years, including all renewals. The cost of the SOW is \$1,057,474.63 over the two (2) year term of the SOW. A breakdown of the estimated cost is included in the bound *May 17, 2018 Board Working File*. This agreement will be funded by general funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA.)**

**INFORMATION AGENDA**

Presented by Commissioner Glenn F. Boyce

**FINANCE**

1. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the request to enter into an Assignment of Software Turnkey Agreement between Infian LLC (Infian) and ITS. The agreement will allow Infian to assign all of its rights, title, interests, and liabilities in the Software Turnkey Agreement to Quantitative Medical Systems, Inc. (Quantitative). This assignment will allow the continuance of services to be provided to UMMC under the existing Software Turnkey Agreement. The Software Turnkey Agreement provides software, services, and technical support for the Electronic Health Records (EHR) and Billing system used by UMMC's dialysis clinics. The Attorney General's staff assigned to the MS-ITS is reviewing the agreement prior to execution. The Agreement is between Infian LLC, Quantitative Medical Systems, Inc. and MS-ITS on behalf of UMMC. A copy of the approval documents is included in the bound *May 17, 2018 Board Working File*.

**REAL ESTATE**

2. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the April 19, 2018 Board meeting in accordance with Board Policy 904 Board Approval. **(See Exhibit 4.)**

**LEGAL**

3. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. **(See Exhibit 5.)**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

**ADMINISTRATION/POLICY**

4. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
- a. **ASU** – In accordance with accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 7, 2018, Commissioner Glenn F. Boyce approved the revisions to the FY 2018 *Ayers* academic programs budgets to align budgets to actual expenditures. It appears that these revisions were necessary to align 2018 budgets to individual program needs over the remaining months of the year. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories and between various programs. A copy of the documents is on file at the Board Office.
  - b. **JSU** – In accordance with accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 7, 2018, Commissioner Glenn F. Boyce approved the revisions to the FY 2018 *Ayers* academic programs budgets to align budgets to actual expenditures. It appears that these revisions were necessary to align 2018 budgets to individual program needs over the remaining months of the year. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories and between various programs. A copy of the documents is on file at the Board Office.
  - c. **MVSU** – In accordance with accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 7, 2018, Commissioner Glenn F. Boyce approved the revisions to the FY 2018 *Ayers* academic programs budgets to align budgets to actual expenditures. It appears that these revisions were necessary to align 2018 budgets to individual program needs over the remaining months of the year. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories and between various programs. A copy of the documents is on file at the Board Office.
  - d. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. It further provides in part that written permission from the Commissioner or Board must be obtained prior to making or contracting to make prepayment of goods or services before such goods or services are received. On May 2, 2018, Commissioner Glenn F. Boyce approved the request to enter into a Lease Agreement with Mississippi Methodist Hospital and Rehabilitation Center (MMRC) for the lease of approximately 1,545 square feet of office and clinic space at a cost of \$2,446.25 per month to be paid in monthly installments in advance. The IHL

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

Associate Commissioner for Legal Affairs has reviewed and approved the contract document.

- e. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On May 8, 2018, Commissioner Glenn F. Boyce approved the request to enter into a Lease Agreement with the University of Southern Mississippi Research Foundation for approximately 764 square feet of office space on the USM Gulf Park Campus. This is a month-to-month lease at an annual cost of \$500. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- f. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On May 8, 2018, Commissioner Glenn F. Boyce approved Addendum #2 to the Exclusive Dry Lease Agreement with Foundation Aviation Holdings, LLC for the use of an airplane owned by Foundation Aviation. The original Lease Agreement and Addendum #1 were executed in November 2008 following Board approval of same. This 2<sup>nd</sup> Addendum seeks to amend the term of the agreement, as well as payment obligations of USM. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract document.
- g. **SYSTEM** – On April 24, 2018, Commissioner Glenn F. Boyce reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning January 1, 2018 and ending March 31, 2018. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.
- h. **SYSTEM** – In accordance with Board Policy 401.0103 Salaries and Compensation, each institution is required to submit an annual report of the additional compensation paid to selected employees. Additional compensation includes any institutional pay outside of an employee’s regular contract rate. This could include additional pay for items such as teaching overloads, performing additional duties, athletic camp service, etc. On April 24, 2018, Commissioner Glenn F. Boyce approved the submitted report. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of the report will be maintained in the IHL Department of Finance and Administration for review.
- i. **SYSTEM** - In accordance with Board Policy 702.03 Approval of Tuition, Fees, and Other Student Charges, each institution is required to submit a report of their annual participation/optional fees to the Board through guidelines established by the Commissioner’s Office. Participation/Optional Fees are defined in Board Policy 702.02 Definitions as assessments for “supplies, activities, or services made available to students or as fines for misconduct, violation of institutional policy, or violation of contractual agreements”. The fees became effective July 1, 2017 and remains in effect throughout the fiscal year ending June 30, 2018. On April 24, 2018, Commissioner Glenn F. Boyce approved the 2018 Participation and Optional Fees Report. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration for review.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

**HEALTH AFFAIRS  
COMMITTEE REPORT**

Wednesday, May 16, 2018

The meeting was called to order by Chairman Ford Dye at approximately 4:00 p.m. The following items were discussed.

1. The Committee received an overview of UMMC activities from Dr. LouAnn Woodard, Vice Chancellor of Health Affairs. **No action was taken.**
2. Executive Session  
On motion by Trustee Hooper, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Morgan, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:  
Discussion of one set of strategic business plans related to a public hospital.  
Discussion of a second set of strategic business plans related to a public hospital.  
**During Executive Session, the following matters were discussed:**  
The Committee discussed the first set of strategic business plans related to a public hospital. **No action was taken.**  
The Committee discussed the second set of strategic business plans related to a public hospital. **No action was taken.**  
On motion by Trustee Lamar, seconded by Trustee Duff, all trustees legally present and participating voted unanimously to return to open session.
3. The Committee received an update on the helicopter program. **No action was taken.**
4. The Committee received a clinical quality update. **No action was taken.**
5. The Committee received an update on the Children's Hospital Expansion Project. **No action was taken.**
6. On motion by Trustee Starr, seconded by Trustee Duff, with Trustee Dye absent and not voting, all Trustees legally present and participating voted unanimously to adjourn.

The following Committee members were present for the first half of the meeting: Dr. Ford Dye (Chair), Dr. Steven Cunningham, Mr. Tom Duff, Mr. Shane Hooper, Ms. Ann Lamar, Mrs. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. Walt Starr.

**ANNOUNCEMENTS**

- President Hooper announced that the next Board meeting would be June 21, 2018 at the IHL Board Office in Jackson, MS.
- President Hooper invited the university presidents to report on current activities on their campuses.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

**EXECUTIVE SESSION**

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

Discussion of a personnel matter at Mississippi University for Women and  
Discussion of two personnel matters at Alcorn State University.

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

On motion by Trustee Starr, seconded by Trustee McNair, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve a salary of \$245,000 with \$215,000 paid from state funds and \$30,000 as a foundation supplement to Ms. Nora Millers during her tenure as Acting President of Mississippi University for Women beginning July 1, 2018.

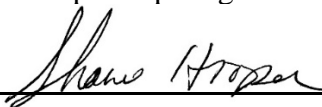
On motion by Trustee Dye, seconded by Trustee Cunningham, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to appoint Dr. Donzell Lee, Provost and Vice President of Academic Affairs at Alcorn State University, as the Interim President of Alcorn State university at a salary of \$250,000 with \$215,000 paid from state funds and \$35,000 as a foundation supplement effective July 1, 2018 for the duration of his tenure as interim president.

On motion by Trustee Dye, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to deny the request to review the termination of Dr. Sam Aceil at Alcorn State University.

**On motion by Trustee McNair, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously to return to Open Session.**

**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Morgan, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to adjourn the meeting.



President, Board of Trustees of State Institutions of Higher Learning



Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 17, 2018**

**EXHIBITS**

- |                     |  |
|---------------------|--|
| Exhibit 1           | Approval for first reading of the revisions to Board Policy 602 Freshman Admission Requirements for University System Institutions   |
| Composite Exhibit 2 | Proposed increases in resident and non-resident tuition rates at all institutions and for certain professional schools at Mississippi State University, the Mississippi University for Women, the University of Mississippi, the University of Mississippi Medical Center, and the University of Southern Mississippi effective FY 2019 for first reading. |
| Composite Exhibit 3 | Proposed increases to the Room and Board rates for all institutions effective FY 2019 for first reading.   |
| Exhibit 4           | Real Estate items that were approved by the IHL Board staff subsequent to the April 19, 2018 Board meeting.  |
| Exhibit 5           | Report of the payment of legal fees to outside counsel.  |

# EXHIBIT 1

May 17, 2018

## SYSTEM – APPROVAL FOR FIRST READING OF PROPOSED AMENDMENTS TO BOARD POLICY SECTION 602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

### **602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS**

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.

#### **A. HIGH SCHOOL COURSE REQUIREMENTS BEGINNING WITH STUDENTS ENTERING IN FALL 2022**

(College Preparatory Curriculum)

<b>Subject Area</b>	<b>Required<sup>1</sup> Carnegie Units and Content/Remarks</b>		<b>Recommended<sup>2</sup> Carnegie Units and Content/Remarks</b>	
<b>English</b>	4	<i>All Units must require substantial communication skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.</i>	4	<i>All Units must require substantial communication skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.</i>
<b>Mathematics</b>	<del>3</del> 4	<i>Algebra I or its equivalent Math higher than Algebra I (2 units)</i>	4	<i>Algebra I or its equivalent Math higher than Algebra I (3 units)</i>
<b>Science</b>	3	<i>Biology I or its equivalent Science higher than Biology I (2 units)</i>	4	<i>Biology I or its equivalent Science higher than Biology I (3 units)</i>
<b>Social Studies</b>	<del>3</del> 3½	<ul style="list-style-type: none"> <li>• <del>U.S. History</del></li> <li>• <del>World History</del></li> <li>• <del>U.S. Government (½ unit)</del></li> <li>• <del>Economics (½ unit) or Introduction to World Geography (½ unit)</del></li> </ul> <p><u>Units must include integrated courses of social sciences and humanities promoting civic competence</u></p>	4	<ul style="list-style-type: none"> <li>• <del>U.S. History</del></li> <li>• <del>World History</del></li> <li>• <del>U.S. Government (½ unit)</del></li> <li>• <del>Economics (½ unit)</del></li> <li>• <del>Introduction to World Geography (½ unit)</del></li> <li>• <del>Mississippi Studies (or state/local government course in any other state)</del></li> </ul> <p><u>Units must include integrated courses of social sciences and</u></p>

# EXHIBIT 1

May 17, 2018

Subject Area	Required <sup>1</sup> Carnegie Units and Content/Remarks		Recommended <sup>2</sup> Carnegie Units and Content/Remarks	
				<u>humanities promoting civic competence</u>
<b>Arts</b>	1	<i>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</i>	1	<i>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</i>
<b>Advanced Electives</b>	2	<ul style="list-style-type: none"> <li>• Option 1: Foreign Language I and Foreign Language II</li> <li>• Option 2: Foreign Language I <del>and</del> <u>Advanced World Geography one unit from Option 3</u></li> <li>• Option 3: <del>Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</del> <u>(1) Any combination of advanced electives above the required Carnegie units in: (a) English, math, science, computer science and/or (b) any Advanced Placement (AP), Academic or Career and Technical Dual Credit (DC), International Baccalaureate (IB) or Advanced International Certificate of Education (AICE) course. (2) Completion of any two-year Career and</u></li> </ul>	2	<ul style="list-style-type: none"> <li>• Option 1: Foreign Language I and Foreign Language II</li> <li>• Option 2: Foreign Language I <del>and</del> <u>Advanced World Geography one unit from Option 3</u></li> <li>• Option 3: <del>Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</del> <u>(1) Any combination of advanced electives above the required Carnegie units in: (a) English, math, science, computer science and/or (b) Advanced Placement (AP), Academic or Career and Technical Dual Credit (DC), International Baccalaureate (IB) or Advanced International Certificate of Education (AICE) course. (2) Completion of any two-year Career and</u></li> </ul>

# EXHIBIT 1

May 17, 2018

Subject Area	Required <sup>1</sup> Carnegie Units and Content/Remarks		Recommended <sup>2</sup> Carnegie Units and Content/Remarks	
		<u>Technical course may count as one unit.</u> <u>Example: completion of both Health Sciences I &amp; II will count as an advanced elective.</u>		<u>count as one unit.</u> <u>Example: completion of both Health Sciences I &amp; II will count as an advanced elective.</u>
<b><u>Technology or Computer Science</u></b>	$\frac{1}{2}$ <b><u>1</u></b>	<p>A technology course emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</p> <p>A computer science course emphasizes computational thinking to solve problems. Courses will involve the study of computers and algorithmic processes, including their principles, their hardware and software designs, their applications, and their impact on society and should include focus on one or more of the following core concepts: computing systems, networks and the internet, data and analysis, algorithms and programming, and impacts of computing. Course equivalent or additional advanced elective may be acceptable for non-Mississippi residents.</p>		
<b><u>Pre-High School Units</u></b>	<p>Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course.</p>			
<b><u>Substitutions</u></b>	<p><del>Advanced Placement (AP) and International Baccalaureate (IB) courses can be substituted for each requirement in the College Preparatory Curriculum.</del> <u>Advanced Placement (AP), International Baccalaureate (IB), Academic or Career Technical Dual Credit (DC), and Advanced International Certificate of Education (AICE) courses may be substituted for each requirement in the College Preparatory Curriculum</u></p>			
<b><u>Course Acceptance</u></b>	<p><u>A course may not be used to satisfy more than one requirement.</u></p>			
<b><u>Total Carnegie Units</u></b>	<b>16.5</b> <b><u>18 ½</u></b>		<b>19.5</b> <b><u>20</u></b>	

<sup>1</sup>High School Carnegie units **required for regular admission** to an IHL institution

<sup>2</sup>Recommended high school Carnegie units to enhance preparedness for college-level work

# EXHIBIT 1

May 17, 2018

The Required and Recommended College Preparatory Curricula (CPC) are approved by the IHL Board of Trustees, ~~and the IHL Office of Academic and Student Affairs maintains a complete list of courses that can be used to satisfy the CPC requirements.~~ The Mississippi Department of Education maintains the MDE Secondary Course Manual with CPC Classifications.

## HIGH SCHOOL COURSE REQUIREMENTS THROUGH SUMMER 2022

*The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.*

The minimum <b>REQUIRED</b> CPC for full admission into a Mississippi public university is as follows:	The minimum <b>RECOMMENDED</b> CPC for full admission into a Mississippi public university is as follows:
<b>English: 4 Carnegie units</b> <ul style="list-style-type: none"> <li>All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included.</li> </ul>	<b>English: 4 Carnegie units</b> <ul style="list-style-type: none"> <li>All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included.</li> </ul>
<b>Mathematics: 3 Carnegie units</b> <ul style="list-style-type: none"> <li>Algebra I or its equivalent</li> <li>Math higher than Algebra I (2 units)</li> </ul>	<b>Mathematics: 4 Carnegie units</b> <ul style="list-style-type: none"> <li>Algebra I or its equivalent</li> <li>Math higher than Algebra I (3 units)</li> </ul>
<b>Science: 3 Carnegie units</b> <ul style="list-style-type: none"> <li>Biology I or its equivalent</li> <li>Science higher than Biology I (2 units)</li> </ul>	<b>Science: 4 Carnegie units</b> <ul style="list-style-type: none"> <li>Biology I or its equivalent</li> <li>Science higher than Biology I (3 units)</li> </ul>
<b>Social Studies: 3 Carnegie units</b> <ul style="list-style-type: none"> <li>U.S. History</li> <li>World History</li> <li>U.S. Government (½ unit)</li> <li>Economics (½ unit) or Introduction to World Geography (½ unit)</li> </ul>	<b>Social Studies: 4 Carnegie units</b> <ul style="list-style-type: none"> <li>U.S. History</li> <li>World History</li> <li>U.S. Government (½ unit)</li> <li>Economics (½ unit)</li> <li>Introduction to World Geography (½ unit)</li> <li>Mississippi Studies (or state/local government course in any other state)</li> </ul>
<b>Arts: 1 Carnegie unit</b> <ul style="list-style-type: none"> <li>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</li> </ul>	<b>Arts: 1 Carnegie unit</b> <ul style="list-style-type: none"> <li>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</li> </ul>
<b>Advanced Electives: 2 Carnegie units</b> <ul style="list-style-type: none"> <li>Option 1: Foreign Language I and Foreign Language II</li> <li>Option 2: Foreign Language I and Advanced World Geography</li> <li>Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</li> </ul>	<b>Advanced Electives: 2 Carnegie units</b> <ul style="list-style-type: none"> <li>Option 1: Foreign Language I and Foreign Language II</li> <li>Option 2: Foreign Language I and Advanced World Geography</li> <li>Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</li> </ul>

# EXHIBIT 1

May 17, 2018

The minimum <b>REQUIRED</b> CPC for full admission into a Mississippi public university is as follows:	The minimum <b>RECOMMENDED</b> CPC for full admission into a Mississippi public university is as follows:
<b>Technology: ½ Carnegie unit</b> <ul style="list-style-type: none"><li>• A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</li></ul>	<b>Technology: ½ Carnegie unit</b> <ul style="list-style-type: none"><li>• A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</li></ul>
<b>Total Carnegie units: 16½</b>	<b>Total Carnegie units: 19½</b>
<b>Notes:</b> <ul style="list-style-type: none"><li>• <b>Pre-High School units:</b> Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course.</li><li>• <b>Substitutions:</b> Advanced Placement (AP) and International Baccalaureate (IB) courses can be substituted for each requirement in the College Preparatory Curriculum.</li><li>• <b>Course Acceptance:</b> A course may not be used to satisfy more than one requirement.</li></ul>	

# COMPOSITE EXHIBIT 2



## FY 2019 Resident Tuition Request

Institution	Approved		Requested	
	FY 2018		FY 2019	Change
ASU	\$	6,878	\$ 7,084	\$ 206
DSU		6,739	7,076	337
JSU		7,501	7,876	375
MSU		8,208	8,540	332
MUW		6,514	6,840	326
MVSU		6,402	6,530	128
UM		8,190	8,550	360
USM		8,108	8,514	406
<b>SYSTEM AVERAGE</b>		7,318	7,626	309
UMMC		8,268	8,433	165

# COMPOSITE EXHIBIT 2



## FY 2019 Non-Resident Tuition Request

Institution	Approved		Requested	
	FY 2018		FY 2019	Change
ASU	\$	6,878	\$ 7,084	\$ 206
DSU		6,739	7,076	337
JSU		18,194	19,104	910
MSU		22,248	23,140	892
MUW		18,055	6,840	(11,215)
MVSU		6,402	6,530	128
UM		23,454	24,504	1,050
USM		10,108	10,514	406
<b>SYSTEM AVERAGE</b>		14,010	13,099	(911)
UMMC		24,246	24,731	485

# COMPOSITE EXHIBIT 2



## FY 2019 Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>MSU</b>			
Veterinary Medicine	\$ 26,099	\$ 26,099	\$ -
Master of Physician Assistant	-	29,900	29,900
<b>MUW</b>			
MBA (36 hour program)	13,028	8,900	(4,128)
RN to BSN (3 semesters: Fall, Spring & Summer)	9,771	8,780	(991)
<b>USM</b>			
Certified Reg. Nurse Anesthesia (3 semesters: Fall, Spring & Summer)	22,830	23,972	1,142

# COMPOSITE EXHIBIT 2



## FY 2019 Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>UM</b>			
School of Law (JD)	\$ 15,882	\$ 16,550	\$ 668
Masters of Laws Program Air & Space Law	22,110	22,110	-
MBA	13,500	14,580	1,080
School of Pharmacy: Pre-Pharm, EE1, EE2, & EE3	12,870	13,230	360
School of Pharmacy: P1 & P2	23,652	25,308	1,656
School of Pharmacy: P3 & P4	25,518	27,304	1,786
Accountancy Graduate Programs	8,694	9,554	860
Other Online Degree Programs of Study (rate per credit hour)	-	465	465

# COMPOSITE EXHIBIT 2



## FY 2019 Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>UMMC</b>			
School of Graduate Studies in the Health Sciences	\$ 8,268	\$ 8,433	\$ 165
School of Dentistry	29,523	30,113	590
School of Medicine	29,552	30,143	591
School of Physical Therapy	19,299	19,685	386
Doctor of Occupation Therapy	14,332	19,685	5,353
Doctor of Health Administration	14,332	14,619	287

# COMPOSITE EXHIBIT 2



## FY 2019 Non-Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>MSU</b>			
Veterinary Medicine	\$ 47,299	\$ 47,299	\$ -
Master of Physician Assistant	-	54,900	54,900
<b>MUW</b>			
MBA (36 hour program)	36,110	8,900	(27,210)
RN to BSN (3 semesters: Fall, Spring & Summer)	9,771	8,780	(991)
<b>USM</b>			
Certified Reg. Nurse Anesthesia (3 semesters: Fall, Spring & Summer)	28,830	29,972	1,142

# COMPOSITE EXHIBIT 2



## FY 2019 Non-Resident Tuition Request – Professional Schools

	Approved FY 2018	Requested FY 2019	Change
<b>UM</b>			
School of Law (JD)	\$ 35,254	\$ 36,612	\$ 1,358
Masters of Laws Program Air & Space Law	21,990	22,110	120
MBA	32,067	33,991	1,924
School of Pharmacy: Pre-Pharm, EE1, EE2, & EE3	29,334	30,384	1,050
School of Pharmacy: P1 & P2	47,664	51,000	3,336
School of Pharmacy: P3 & P4	51,522	55,129	3,607
Accountancy Graduate Programs	23,958	25,508	1,550
Other Online Degree Programs of Study (rate per credit hour)	-	465	465

# COMPOSITE EXHIBIT 2



## FY 2019 Non-Resident Tuition Request – Professional Schools

	Approved		Requested			
	FY 2018		FY 2019	Change		
UMMC						
School of Graduate Studies in the Health Sciences	\$	24,246	\$	24,731	\$	485
School of Dentistry		69,357		70,744		1,387
School of Medicine		69,584		70,976		1,392
School of Physical Therapy		40,746		41,561		815
Doctor of Occupation Therapy		40,150		41,561		1,411
Doctor of Health Administration		40,150		40,953		803

# COMPOSITE EXHIBIT 3



## FY 2019 Student Room Rate Request

### Average ANNUAL Student Room Rates

Institution		Approved	Requested	
		FY 2018	FY 2019	
		Average Charge	Average Charge	Change
ASU	double occupancy	\$ 6,070	\$ 6,313	\$ 243
DSU	double occupancy	4,414	4,414	-
JSU	double occupancy	5,563	5,783	275
MSU*	double occupancy	5,983	6,222	239
MUW	double occupancy	4,159	4,304	146
MVSU	double occupancy	4,537	4,537	-
UM	double occupancy	5,561	5,642	81
USM*	double occupancy	5,187	5,357	169
ALL AVERAGE	double occupancy	5,184	5,321	144

*\*FY 2017 - FY 2018 approved rate averages adjusted for facilities added or taken offline*

# COMPOSITE EXHIBIT 3



## FY 2019 Student Board Rate Request

### ANNUAL Student Board Rates

*Most expensive meal plan options offered by institution are reflected*

Institution	Approved		Requested		Change
	FY 2018		FY 2019		
ASU	\$	3,168	\$	3,295	\$ 127
DSU		3,170		3,280	110
JSU		3,589		3,769	180
MSU		3,781		3,920	139
MUW		2,971		3,120	149
MVSU		3,506		3,506	-
UM		3,922		4,056	134
USM		4,310		4,500	190
ALL Average - all plans		3,552		3,681	129

# EXHIBIT 4

May 17, 2018

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE APRIL 19, 2018 BOARD MEETING SUBMISSION DEADLINE**

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

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

### **ALCORN STATE UNIVERSITY**

#### **1. ASU– GS 101-310 – Faculty Housing**

**NOTE: This is a Bureau of Building project**

**APPROVAL Request #1: Design Development Documents**

Board staff approved the Design Development Documents as submitted by Architecture South, P.A.

Approval Status & Date: APPROVED, April 13, 2018

Project Initiation Date: April 20, 2017

Design Professional: Architecture South, P.A.

General Contractor: TBD

Total Project Budget: \$10,000,000.00

### **JACKSON STATE UNIVERSITY**

#### **2. JSU– GS 103-281 – Alexander Center Renovation PH II – Elevator Replacement**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$16,560.00 and zero (0) additional days to the contract of Fountain Construction Company. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, April 3, 2018

Change Order Description: Change Order #3 includes the following items: replaced the existing metal treads on two (2) penthouse ships ladders; and replaced four (4) inoperable elevator car exhaust fans.

Change Order Justification: These changes were done to meet the current codes and requirements for access up to the two (2) elevator penthouses; and the original existing car exhaust fans were not working & unable to be repaired due their age and condition.

# EXHIBIT 4

May 17, 2018

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$87,009.60.

Project Initiation Date: February 18, 2016

Design Professional: Foil & Wyatt Architects

General Contractor: Fountain Construction Company

Total Project Budget: \$1,650,000.00

### 3. **JSU – GS 103-283 – Campus Mechanical Project**

**NOTE: This is a Bureau of Building project**

#### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Engineering Resource Group, Inc.

Approval Status & Date: APPROVED, April 5, 2018

#### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 5, 2018

#### **Approval Request #3: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$2,434,000.00 to the apparent low bidder, McLain Plumbing & Electrical Services, Inc.

Approval Status & Date: APPROVED, April 9, 2018

Project Initiation Date: August 21, 2014

Design Professional: Engineering Resource Group, Inc.

General Contractor: McLain Plumbing & Electrical Services, Inc.

Total Project Budget: \$5,053,735.76

## MISSISSIPPI STATE UNIVERSITY

### 4. **MSU– IHL 205-290 – Painting and Carpeting of Ruby Hall**

#### **Approval Request #1: Waiver of Schematic Design & Design Development Documents**

Board staff approved the Waiver of Schematic Design & Design Development Documents.

#### **Approval Request #2: Contract Documents**

Board staff approved Contract Documents as submitted by Architecture South, P.A.

Approval Status & Date: APPROVED, April 9, 2018

#### **Approval Request #3: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 9, 2018

Project Initiation Date: March 22, 2018

Design Professional: Architecture South, P.A.

General Contractor: TBD

Total Project Budget: \$1,597,740.00

# EXHIBIT 4

May 17, 2018

## MISSISSIPPI UNIVERSITY FOR WOMEN

### 5. MUW– IHL 104-189 – Physical Plant Warehouse/Office Facility

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$12,500.00 and fourteen (14) additional days to the contract of Worsham Brothers Construction, LLC. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, April 9, 2018

Change Order Description: Change Order #2 includes the following items: added a 3 hour fire wall at the physical plant office and fourteen days to the contract.

Change Order Justification: This change was necessary for the building upgrade to add this fire wall due to changes in requirements or recommendations; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$63,169.15.

Project Initiation Date: October 17, 2013

Design Professional: Major Design Studio, PLLC

General Contractor: Worsham Brothers Construction, LLC.

Total Project Budget: \$1,059,550.00

## MISSISSIPPI VALLEY STATE UNIVERSITY

### 6. MVSU – GS 106-253 – College Hall I Renovation

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Pryor & Morrow Architects & Engineers, P.A.

Approval Status & Date: APPROVED, March 28, 2018

**Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, March 28, 2018

Project Initiation Date: May 15, 2014

Design Professional: Pryor & Morrow Architects & Engineers, P.A.

General Contractor: TBD

Total Project Budget: \$9,250,200.00

### 7. MVSU– GS 106-258 – Academic Skills TI

**APPROVAL Request #1: Design Development Documents**

Board staff approved the Design Development Documents as submitted by Architecture South, P.A.

Approval Status & Date: APPROVED, March 29, 2018

Project Initiation Date: May 18, 2017

Design Professional: Architecture South, P.A.

# EXHIBIT 4

May 17, 2018

General Contractor: TBD

Total Project Budget: \$3,500,000.00

## UNIVERSITY OF MISSISSIPPI

### 8. UM – GS 107-308 – Union Addition & Renovation

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #13**

Board staff approved Change Order #13 in the amount of \$226,271.00 and twenty-two (22) additional days to the contract of Roy Anderson Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 1, 2018

Change Order Description: Change Order #13 includes the following items: provided emergency power to the ballroom shades; added fire alarm devices to monitor the dry pipe system at the loading dock; added a backflow preventer enclosure for freeze protection; added a fire alarm connection for four (4) elevators; relocated and changed the mop sink for a mop sink storage cabinet; cut the spread-footing to install PH 3 elevator jack holes; added concrete curb for the curtainwall; changed the loading dock floor sealer; replaced bricks as needed and raised the weeps/thru – wall flashing to allow for roofing installation to be completed at the mechanical penthouse; saw cut and removed portions of the existing concrete masonry unit, formed & reinforced the pour cells; installed structural steel supports and cleaned the areas; installed thru-wall flashing at the low roof in PH 3; and twenty-two (22) days to the contract.

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

Total Project Change Orders and Amount: Thirteen (13) change orders for a total amount of \$2, 712,424.00.

Project Initiation Date: August 18, 2011

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

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$60,569,673.43

Total Project Budget: \$60,900,000.00

### 9. UM– GS 107-314 - Garland Hedleston Mayes Renovation

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$93,729.64 and sixty-seven (67) additional days to the contract of Century Construction & Realty, P.A.

Approval Status & Date: APPROVED, April 3, 2018

Change Order Description: Change Order #2 includes the following items: provided interior perimeter joint sealant at the steel windows; provided a site communication's pull box; changed the paint primer at the new plaster and gypsum wall surfaces; provided

# EXHIBIT 4

May 17, 2018

bottle fillers and associated modifications at each floor of Mayes Hall; provided stainless steel drip flashing; and sixty-seven (67) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$393,909.64.

Project Initiation Date: January 19, 2012

Design Professional: JH&H Architects/Planners/Interiors, P.A.

General Contractor: Century Construction & Realty, P.A.

Total Project Budget: \$23,500,000.00

## **10. UM – IHL 207-408 – Natural Products Phase III**

### **Approval Request #3: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$1,336,700.00 to the apparent low bidder, Hills Construction, LLC.

Approval Status & Date: APPROVED, March 23, 2018

Project Initiation Date: October 15, 2015

Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.

General Contractor: Hills Construction, LLC

Total Project Budget: \$1,600,000.00

## **11. UM– IHL 207-415 - Golf Practice Facility Renovation**

### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$12,000.00 and five (5) additional days to the contract of Duininck Golf, INC.

Approval Status & Date: APPROVED, April 27, 2018

Change Order Description: Change Order #1 includes the following items: additional .96 acres were cleared & grubbed on the short course area; and five (5) days to the contract.

Justification: These changes were due to user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$12,000.00.

Project Initiation Date: February 18, 2016

Design Professional: Pryor Morrow PC

General Contractor: Duininck Golf, Inc.

Total Project Budget: \$3,198,500.00

## **12. UM– IHL 207-421 – Jackson Avenue Center Safe Room**

### **Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$960,800.00 to the apparent low bidder, CIG Contractors, Inc.

Approval Status & Date: APPROVED, March 29, 2018

### **Approval Request #2: Change Order #1**

# EXHIBIT 4

May 17, 2018

Board staff approved Change Order #1 in the amount of \$1,266.00 and four (4) additional days to the contract of CIG Contractors, Inc.

Approval Status & Date: APPROVED, April 5, 2018

Change Order Description: Change Order #1 includes the following items: removed the abandoned 8" ductile iron water pipe found under the new foundation; and four (4) days to the contract.

Change Order Justification: This change was due to latent job site conditions; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$1,266.00.

Project Initiation Date: August 18, 2016

Design Professional: Shafer & Associates

General Contractor: CIG Contractors, Inc.

Total Project Budget: \$1,257,400.00

## **13. UM- IHL 207-435 - Guyton Drive Modifications**

### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$8,416.20 and zero (0) additional days to the contract of DC Services, LLC.

Approval Status & Date: APPROVED, April 3, 2018

Change Order Description: Change Order #1 includes the following items: add an additional valve and line stop for the new water lines; a credit to change the location of the hot tap from the middle of the road to the north of the sidewalk.

Justification: These changes were due to errors & omissions in the plans & specifications; and latent job site conditions.

### **Approval Request #2: Change Order #2**

Change Order Description: Change Order #2 includes the following items: changed the alignment of the walkway and made the vehicular lane a consistent length by adding an additional 48 linear feet of walkway and additional asphalt to widen the street 48 linear feet.

Justification: These changes were due to latent job site conditions.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$12,000.00.

Project Initiation Date: May 18, 2017

Design Professional: A2H, PLLC

General Contractor: DC Services, LLC

Total Project Budget: \$1,257,400.00

## **14. UM- IHL 207-439 - Crosby Hall HVAC Upgrades**

### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$16,362.50 and zero (0) additional days to the contract of Upchurch Plumbing, Inc.

Approval Status & Date: APPROVED, April 27, 2018

Change Order Description: Change Order #1 includes the following items: HVAC controls allowance reconciliation.

# EXHIBIT 4

May 17, 2018

Justification: These changes were due to user/owner requested modifications.  
Total Project Change Orders and Amount: One (1) change order for a total amount of \$16,362.50  
Project Initiation Date: November 16, 2017  
Design Professional: Corbett Legge & Associates, PLLC  
General Contractor: Upchurch Plumbing, Inc.  
Total Project Budget: \$2,800,000.00

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

### **15. UMMC– GS 109-223 – Clinical Research Unit**

**NOTE: This is a Bureau of Building project**

#### **Approval Request #3: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$4,780,000.00 to the apparent low bidder, Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, March 22, 2018

Project Initiation Date: May 18, 2017

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$7,500,000.00

### **16. UMMC– IHL 209-555 - Children's of Mississippi Expansion**

#### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, April 27, 2018

Change Order Description: Change Order #1 includes the following items: build-out of MRI shell space; a catwalk above the operating rooms; and a mudslab in the subbasement.

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

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

Project Initiation Date: April 21, 2016

Design Professional: HDR Architecture

General Contractor: Brasfield & Gorrie General Contractors

Total Project Budget: \$180,000,000.00

### **17. UMMC – IHL 209-562 – Reroof Pavilion**

#### **Approval Request #3: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$1,336,200.00 to the apparent low bidder, Roofing Solutions, LLC.

Approval Status & Date: APPROVED, February 28, 2018

Project Initiation Date: October 19, 2017

Design Professional: Dean & Dean Architects

# EXHIBIT 4

May 17, 2018

General Contractor: Roofing Solutions, LLC

Total Project Budget: \$1,600,000.00

## **18. UMMC– IHL 209-559 – School of Population Health**

### **APPROVAL Request #1: Design Development Documents**

Board staff approved the Design Development Documents as submitted by Foil Wyatt Architects Planners, PLLC.

Approval Status & Date: APPROVED, February 22, 2018

Project Initiation Date: May 18, 2017

Design Professional: Foil Wyatt Architects Planners, PLLC

General Contractor: TBD

Total Project Budget: \$5,000,000.00

## **UNIVERSITY OF SOUTHERN MISSISSIPPI**

## **19. USM– GS 108-281 – Greene Hall Renovations**

### **NOTE: This is a Bureau of Building project**

#### **Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the credit amount of \$407,796.29 and zero additional days to the contract of B.W. Sullivan Building Contractor.

Approval Status & Date: APPROVED, April 13, 2018

Change Order Description: Change Order #2 includes the following items: credit associated with plan revisions; additional conduits for communication; and additional gas utility work.

Change Order Justification: These changes were due to user-requested plan revisions necessitated to align with academic reorganization; new conduits were required to re-route the existing communication lines through the building; and existing underground natural gas piping lines were replaced with new piping to coincide with current standards.

Total Project Change Orders and Amount: Two (2) change orders for a total credit amount of \$389,635.63.

Project Initiation Date: September 18, 2014

Design Professional: Allred Architectural Group

General Contractor: B.W. Sullivan Building Contractor

Total Project Budget: \$13,000,000.00

## **20. USM– GS 110-097 – Campus Repairs & Renovations**

### **NOTE: This is a Bureau of Building project**

#### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$117,991.47 and thirty-four (34) additional days to the contract of J.W. Puckett & Company, Inc.

Approval Status & Date: APPROVED, April 3, 2018

Change Order Description: Change Order #1 includes the following items: relocated the fire main; relocated the communications room; installed LED light fixtures; and thirty-four (34) days to the contract.

# EXHIBIT 4

May 17, 2018

Change Order Justification: These changes were due to user/owner requested modifications; and work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$117,991.47.

Project Initiation Date: October 15, 2015

Design Professional: Allred Architectural Group

General Contractor: J.W. Puckett & Company, Inc.

Total Project Budget: \$2,144,736.72

# EXHIBIT 5

May 17, 2018

## SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

### **Legal fees approved for payment to outside counsel in relation to litigation and other matters:**

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 4/2/18 and 4/23/18) from the funds of Mississippi State University. (These statements, in the amounts of \$450.00 and \$900.00, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 1,350.00**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 4/6/18) from the funds of Mississippi State University. (This statement, in the amount of \$1,838.76, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 1,838.76**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 4/1/18) from the funds of Mississippi State University. (This statement, in the amount of \$2,590.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 2,590.00**

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 4/2/18) from the funds of Mississippi State University. (This statement, in the amount of \$1,617.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,617.00**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 3/20/18) from the funds of the University of Mississippi. (This statement, in the amount of \$2,253.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 2,253.50**

Payment of legal fees for professional services rendered by Ware Immigration (five statements, each dated 3/1/18) from the funds of the University of Mississippi. (These statements, in the amounts of \$65.89, \$24.17, \$23.19, \$31.04, and \$133.58, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 277.87**

# EXHIBIT 5

May 17, 2018

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 2/13/18 and 2/28/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,295.23 and \$4,502.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 6,797.73**

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statement dated 3/15/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$121.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 121.50**

Payment of legal fees for professional services rendered by Jeffrey P. Reynolds, PA (statement dated 1/31/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$3,013.24, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,013.24**

Payment of legal fees for professional services rendered by Page Kruger and Holland (two statements, each dated 3/9/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$379.50 and \$308.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 688.00**

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (statement dated 2/6/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$499.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 499.50**

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 2/23/18 and 3/1/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,223.70 and \$3,929.97 respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 6,153.67**

# EXHIBIT 5

May 17, 2018

Payment of legal fees for professional services rendered by Watkins and Eager, PLLC (two statements, each dated 3/29/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$366.00 and \$3,364.05, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,730.05**

Payment of legal fees for professional services rendered by Whitfield Law Group, PLLC (statements dated 3/8/18, 4/4/18, and 4/4/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$254.80, \$608.90 and \$852.20, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,715.90**

Payment of legal fees for professional services rendered by Butler Snow (statements dated 3/23/18 and 4/16/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$623.90 and \$1,032.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,656.40**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/18/18, 4/1/18 and 4/1/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$1,232.50, \$30.53, and \$1,500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 2,763.03**

## **Legal fees approved for payment to outside counsel in relation to intellectual property matters:**

Payment of legal fees for professional services rendered by Butler Snow (statements dated 8/31/17, 9/29/17, 10/17/17, 10/17/17, 3/20/18, 3/14/18, 3/14/18 and 3/14/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Kim-Listeria and Salmonella Assay Methods and Kits MSU 2014.0918 Non-Provisional” - \$432.00; “Silicon Carbide and Related Wide-Bandgap Transistors on Semi-Insulating Epitaxy for High-Speed, High-Power Applications” - \$1,850.00; “Occidiofungin Patent Applications” - \$336.00; “Live Attenuated Edwardsiella ictaluri Vaccine and Method of Using Same” - \$192.00; “Kim-Listeria and Salmonella Assay Methods and Kits MSU 2013.0918 Non-Provisional” - \$885.00; “Cancer Therapeutic Use of Occidiofungin” – \$815.21; “Recombinant Fimbrial Protein of Aeromonas hydrophila as vaccine in catfish” – \$420.00; and “Systems and Methods for pest Reduction” - \$240.00, respectively.)

**TOTAL DUE.....\$ 5,170.21**

# EXHIBIT 5

May 17, 2018

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (five statements, each dated 4/9/18) from the funds of Mississippi State University (These statements represent services and expenses in connection with the following patents: “Occidiofungin, A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - \$2,180.75; “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - \$2,021.75; “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - \$48.75; “A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - \$2,531.25; and “Occidiofungin Formations and Uses Thereof” - \$1,588.75.)

**TOTAL DUE.....\$ 8,371.25**

Payment of legal fees for professional services rendered by Stites & Harbison (three statements, each dated 3/28/18) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Extruder Device” - \$2,666.00; “Methods of Synthesizing Graphene from a Lignin Source” - \$38.00; and “Synthesizing Graphene Materials” - \$28.50.)

**TOTAL DUE.....\$ 2,732.50**

Payment of legal fees for professional services rendered by Armstrong Teasdale (statements dated 11/27/17, 11/27/17, 2/21/18, 2/21/18, 2/21/18, 2/21/18, 2/21/18, and 2/21/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Preparing Solid Lipid Nanoparticles” - \$53.83; “Systems and Methods for Detecting Transient Acoustic Signals” - \$36.12; “Systems and Methods for Detecting Transient Acoustic Signals” - \$270.28; “Systems and Methods for Detecting Transient Acoustic Signals” - \$315.98; “Laser Multi-Beam Differential Interferometric Sensor and Methods for Vibration Imaging” - \$1,400.14; “Laser Multi-Beam Differential Interferometric Sensor and Methods for Vibration Imaging” - \$651.68; “Laser Multi-Beam Differential Interferometric Sensor and Methods for Vibration Imaging” - \$455.00; and “Systems and Methods for Preparing Solid Lipid Nanoparticles” - \$77.24)

**TOTAL DUE.....\$ 3,260.27**

Payment of legal fees for professional services rendered by HersHKovitz & Associates (statements dated 1/22/18, 1/22/18, 1/22/18, 1/22/18, 1/26/18, 2/12/18, 2/12/18, 2/13/18, 3/9/18, 3/12/18, 3/12/18, 3/13/18 and 3/16/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$822.69; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$641.29; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$1,009.25; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$542.27; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$807.47; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$1,068.43;

# EXHIBIT 5

May 17, 2018

“Potent Immunostimulants from Microalga” - \$517.30; “Highly Selective Sigma Receptor Ligands” - \$1,100.00; “Highly Selective Sigma Receptor Ligands and Radioglands as Probes in Nociceptive Processing and the Pathphysiological Study of Memory Deficits and Cognitive Disorders” - \$1,230.00; “Compositions containing Delta-9-THC-Amino Esters and Process Preparation” - \$341.68; “Compositions for Preventive/Prophylactic Treatment of Poison Ivy Dermatitis” - \$1,330.00; “Highly Selective Sigma Receptor Ligands and Radioglands as Probes in Nociceptive Processing and the Pathphysiological Study of Memory Deficits and Cognitive Disorders” - \$1,047.00; and “Highly Selective Sigma Receptor Ligands and Radioglands as Probes in Nociceptive Processing and the Pathphysiological Study of Memory Deficits and Cognitive Disorders” - \$1,659.00, respectively.)

**TOTAL DUE.....\$ 12,116.38**

Payment of legal fees for professional services rendered by Stites & Harbison (three statements, each dated 2/14/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Gas Separating Membranes: - \$540.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$161.50; and “Stabilized Formulation of Triamcinolone Acetonide” - \$3,330.00.)

**TOTAL DUE.....\$ 4,031.50**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 10:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 28, 2017, to each and every member of said Board, said date being at least five days prior to this June 21, 2018 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham, Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Gee Ogletree, and Dr. J. Walt Starr. The meeting was called to order by Trustee Shane Hooper, President, with Trustee Ann Lamar providing the invocation.

**INTRODUCTION OF GUESTS**

- President Shane Hooper welcomed the Student Government Association Officers: Charlie King, SGA President at Delta State University; Davius Nelson, SGA President at Jackson State University; Mayah Emerson, SGA President at Mississippi State University; Maddy Norgard, SGA President at Mississippi University for Women; Elam Miller, SGA President of the University of Mississippi; Edgar Meyer, SGA President of the University of Mississippi Medical Center, and McKenna Stone, SGA President at the University of Southern Mississippi.
- President Hooper also welcomed Mississippi Senator John Horhn of District 26.

**ANNOUNCEMENT**

- President Shane Hooper thanked Dr. Glenn Boyce for his service as Commissioner of Higher Education. President Hooper noted this is Dr. Boyce's last meeting and that Dr. Alfred Rankins, Jr. will begin his tenure as Commissioner on July 1, 2018.

**APPROVAL OF THE MINUTES**

On motion by Trustee Lamar, seconded by Trustee McNair, with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on May 17, 2018.

**CONSENT AGENDAS**

Trustee Duff moved agenda item #2 on the Finance Consent Agenda to the Finance Regular Agenda for consideration. On motion by Trustee Dye, seconded by Trustee Morgan, with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas, as amended.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

**ACADEMIC AFFAIRS**

1. **SYSTEM** – Approved for final reading the revisions to Board Policy 602 Freshman Admission Requirements for University System Institutions. **(See Exhibit 1.)**

**FINANCE**

2. **ASU** – Requested initiation of the following with Enterprise FM Trust and Enterprise Fleet Management, Inc.: 1) a Master Equity Lease Agreement for a customized fleet leasing and management services program, 2) a Maintenance Agreement for the provision of preventative maintenance services for covered fleet vehicles and 3) a Service Agreement that establishes specific contract terms and conditions. The university also requested approval to prepay the monthly leasing fees and maintenance fees pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The purpose of the agreements is to enable ASU to lease 58 vehicles via Open-Ended Lease Schedules that will all receive routine preventative maintenance service. The University will phase in replacement of its currently lease vehicles and will add additional vehicles to its existing fleet. The new fleet will be used for administrative, maintenance and service purposes for ASU. The term of the agreements is five (5) years, July 1, 2018 through June 30, 2023. The projected cost for the five (5) year contract term is approximately \$1,382,135.80 for lease, maintenance, title and registration expenses. The agreement will be funded by E & G funds. The agreement has been reviewed and approved by the Attorney General's Office. **(THIS ITEM WAS MOVED TO THE FINANCE REGULAR AGENDA FOR CONSIDERATION.)**
3. **JSU** – Approved the request to enter into a lease agreement with JPMCC 2006 - CIBC15 EAST AMITE STREET, LLC d/b/a MARRIOTT JACKSON for the lease of hotel rooms for the housing of students enrolled in its Executive Ph.D. program during various program dates. The program runs from September 2018 through August 2019. The term of the new contract is twelve (12) months, beginning on September 1, 2018 and expiring August 31, 2019. The total estimated cost of the agreement is \$199,920.00. This cost is based on the use of approximately 140 room nights monthly at a rate of \$119 per night for twelve (12) months. The agreement will be funded by E&G Funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
4. **MSU** – Approved the request to enter into a contract with the Altarum Institute to allow the University's Office of Nutrition Education (ONE) to utilize the Altarum experts to assist in fulfilling its obligations under the SNAP-Ed grant. The contract will begin upon execution and extend for a term of five (5) years, approximately October 1, 2018 through September 30, 2023. MSU anticipates that the total contract price will not exceed \$1,000,000. MSU will pay Altarum the hourly rates set forth in the Attachment to the contract along with prior approved travel costs and expenses and prior approved direct costs. Each scope of work shall include a not to exceed cost estimate and must be approved by both USDA and MDHS to ensure expenditures are reimbursable under the guidelines of the grant. The contract is funded by a subgrant between MDHS and ONE. The funding source for the subgrant is USDA. The agreement, which was reviewed and approved by the Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

5. **MSU** – Approved the request to amend the existing contract with Event Operations Group by removing parking operations from the agreement and by removing exclusivity for other services. The term of the contract lasts until June 30, 2022. This contract was originally approved in August 2017 for \$5,000,000. MSU has selected a new vendor SP PLUS to provide parking services. The amount spent will decrease from the initial agreement as costs are transferred to the new vendor. Funds are available from MSU Athletic budget and revenue from parking operations. The agreement, which was reviewed and approved by the Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
6. **MSU** – Approved the request to enter into a contract with SP PLUS to provide game day and other event parking operations. The term of the contract will be one year with the option to renew for up to four (4) additional one (1) year periods upon the written approval of both parties. The Board approved the renewal of this agreement up to a total of five years. The total amount of the agreement is not known as it will depend upon the number of events, the timing of the events, the number of staff required, etc. It is initially estimated that the cost per year will not exceed \$700,000, which would give a five-year estimate at \$3,500,000. The Board granted the University the authority to spend the amount required using the costs set forth in the agreement. The agreement will be funded by MSU Athletic budget and revenue from parking operations. The agreement, which was reviewed and approved by the Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
7. **MSU** – Approved the request to enter into a new contract with StarRez, Inc. to provide a housing assignment management system to the Housing and Residence Life (HRL) department. This new contract is needed as the current system is both out of date and the contract is expiring summer of 2018. The new system is a web-based university student housing assignments management system that will enable HRL to maintain personal student information, manage multiple year applications, manage multiple housing contracts with the ability to e-sign contracts for both students and parents of student under the age of 18, manage and track occupancy, manage group assignments and changes, manage waiting lists, have multiple ways to create assignments, and have a customizable pro-rate tool for billing. The contract term is for ten years. The contract amount will not exceed \$975,000 to match the amount approved by MDITS on CP-1 20170361. This will allow for various unknown purchases from StarRez over the ten-year term of the contract as both the needs of MSU and technology change. The agreement will be funded from MSU HRL general funds. The agreement, which was reviewed and approved by the Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
8. **MSU** – Approved the request to enter into an agreement with Southwest Airlines Co. for air transportation services for the MSU Football team during the 2018 Football season and the request to prepay the deposit pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. Prepayment is very common and most often required in this industry. The term of the agreement shall commence the date the contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement. The total cost for all charter flights is \$370,000. This agreement is funded by the MSU Athletic Department. The agreement, which was reviewed and approved by the Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.
9. **MSU** – Pending approval by the Mississippi Department of Insurance, the Board approved the request to enter into a contract with UnitedHealthcare Insurance Company for health insurance plans which will cover MSU students for the 2018-2019 school year. This is a group rate student

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

health insurance contract which fully complies with the requirements of the Affordable Care Act. The purpose of this group insurance plan is to allow students who need affordable health insurance coverage to have access to comprehensive coverage at a reasonable cost which is lower than rates available to them on an individual basis. The contract will be annual, from August 1, 2018, to July 31, 2019. The contract amount varies depending upon the number of students who elect to purchase the insurance. However, a fair estimate based upon last year's amount is approximately \$1,050,000. MSU students who elect into the plan pay for their coverage. International students are charged for this coverage automatically when their tuition posts to their account. These student funds are paid to Holland Insurance Company, the agent who administers the United Healthcare Insurance Company policy via MSU check. Also, some MSU departments and the Graduate School cover the cost of the student health insurance for Graduate Assistants. GA's must apply for the policy themselves and then we post to their student accounts. These funds are also paid to Holland Insurance Company via MSU check. It is up to their department and the Graduate student office to reimburse the student for the cost of their insurance. This is done by posting the credit to the student account. The agreement, which was reviewed and approved by the Associate Commissioner for Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.

10. **MUW** – Pending ITS Exemption approval, the Board approved the request to enter into a rental agreement with Robert J Young Company, Inc. (RJ Young) for the MUW copier fleet which includes all parts, labor, toner and maintenance related travel, excluding paper. This contract covers 33 departments. The five-year term of the agreement is estimated to be July 1, 2018 through June 30, 2023. There will be a monthly lease charge of \$4,831.70 per month, with additional charges based on the number of copies at a cost of all black and white pages at \$0.009 per page, color pages at \$0.059 per page. It is estimated the additional charges could be up to \$200,000, giving a total anticipated expense of around \$489,902. The agreement will be funded by General and Auxiliary funds. The agreement was reviewed and approved by the Attorney General's Office pending ITS Exemption approval. The agreement is on file in the Board Office.
11. **UMMC** – Approved the request to amend Order Form No. 25234 and Master Agreement No. 16259 (collectively, Agreement) with Change Healthcare Technologies, LLC, formerly McKesson Health Solutions, a division of McKesson Technologies, Inc. to update UMMC's license for the InterQual and Care Enhance Review Manager Enterprise (CERMe) software to a corporate license, rather than licenses for a limited usage basis, at no additional cost. The purpose of the agreement is to utilize McKesson's InterQual and CERMe proprietary software suite, clinical content, and application service provider (ASP) services. The InterQual product and services will allow UMMC to enhance the quality and consistency of clinical decision-making for non-physician reviewers. The term of the Agreement is unchanged with the amendment. The term remains five (5) years from September 25, 2014, through September 24, 2019. The total cost of the Agreement, which is \$682,871.79, is unchanged with the amendment and will be funded by general funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
12. **UMMC** – Approved a Service Request with Epic Systems Corporation for implementation assistance for a Care Everywhere connection to the eHealth Exchange which will be used to exchange patient records with the Department of Veterans Affairs and the Department of Defense at the point of care for clinical use, as well as aid in expediting claims processing with the Social Security Administration. The eHealth Exchange allows the transmission of data to non-Epic users.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

The term of the Service Request will begin on or about June 25, 2018 and will expire upon completion of service or upon expiration of the current agreement which is August 22, 2019. The estimated cost for this Service Request is \$2,250.00. With this Service Request, the total estimated approved cost for the Epic Agreement is now \$67,406,039.01. The amendment cost will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

13. **UMMC** – Approved an Implementation Service Request with Epic Systems Corporation for additional implementation and go-live support of the Wisdom General Dentistry (Wisdom) application in Epic. The term of the Service Request will begin on or about June 25, 2018 and will expire upon completion of service or upon expiration of the current agreement which is August 22, 2019. The estimated cost for the Implementation Service Request is \$29,000.00. With this Implementation Service Request, the total estimated approved cost for the Epic Agreement is now \$67,435,039.01. The amendment cost will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
14. **UMMC** – Approved the request to enter into a Home Infusion Therapy Services Agreement with Infusion Partners, LLC, to provide home infusion pharmacy services and infusion nursing support to UMMC's indigent patients who have been discharged from UMMC. The initial term of the agreement is three (3) years, with two (2) additional one (1) year terms. The Board approved the five (5) year term, from July 1, 2018, through June 30, 2023. The total estimated cost of the agreement over the five (5) year term is \$3,397,571.10. UMMC has calculated its anticipated patient volume at the highest bundled price per therapy for treatment over an average of thirty (30) days, as well as an average cost of medication. UMMC has also calculated a ten per cent (10%) potential annual patient volume increase. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
15. **UMMC** – Approved the request to enter into a Medical Transportation Provider Agreement (Agreement) with Mobile Medic Ambulance Service, Inc. d/b/a/ American Medical Response (AMR) for the purpose of emergency and non-emergency ambulance, mobile intensive care transport and non-emergency non-ambulance medical transportation (via "medi-van"). This includes the transportation of adult and pediatric patients to the Jackson Medical Mall for radiation oncology treatments, as well as other UMMC facilities located off UMMC's main campus. The term of the Agreement is three (3) years, from July 1, 2018, through June 30, 2021. The estimated cost of the Agreement is \$1,655,000. No more than once per year, AMR may increase fees based upon the percentage increase in the Consumer Price Index, Medical Care, All Urban Consumers, up to a maximum of four percent (4%) per year. Upon notice, AMR may also increase fees based on factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards. UMMC has calculated an annual ten percent (10%) increase each year, which includes potential price increases and patient volume growth. This agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

**REAL ESTATE**

16. **UM** – Approved the request to increase the budget for **IHL 207-415, Golf Practice Facility Renovation**, from \$3,198,000 to \$3,448,000, for an increase of \$250,000. The budget increase is intended to continue funding the project due to several potential change orders the university may incur because of unforeseen circumstances since the start of construction. The anticipation of these change orders will reduce the current contingency to a point where without a budget increase the project would risk stopping. Due to the nature of the project and urgency of getting the conditions right for grassing, a stoppage to increase the budget could delay the project for a year if the ‘window’ for grass planting temperatures was missed. The project includes site improvements to enhance the flow between the practice facilities, improvements to the driving range, and expansion of the team practice green. The scope may also include building improvements to expand the Herrington Golf Center and master plan for a future bunk house. Funds are available from Intercollegiate Athletics Revenue (\$2,699,261); and Internal R&R (\$748,739).
17. **UMMC** – Approved the request to add H.B. 1649, Laws of 2018 as a funding source to **IHL 209-555, Children’s of Mississippi Expansion**. The total project budget will remain unchanged. The University received \$12,000,000 in state bond funds in the 2018 Legislative Session for the Children’s of Mississippi Expansion project. The project will include an expansion with a new diagnostic and treatment podium, clinics, and bed tower adjacent to the existing UMMC Batson Children’s Hospital. The expansion will be approximately 340,000 square feet. Of the 340,000 square feet expansion, 285,300(+/-) will be hospital finish out space, 4,200 (+/-) shell space for future hospital finish out, 31,750 (+/-) square feet of completed outpatient clinic space, and 18,800 (+/-) square feet of shell space for future clinics. The expansion will include NICU (88 Patient rooms / 92 beds), PICU (32 Beds with shell space), lobby, imaging, materials, EVS, surgery (10 OR’s + 1 shell), 3 minor procedure rooms, and 1 Cath lab with another shelled, Pre-Admit testing, gift shop, grab n go, conference center, and registration. A new service elevator connection will be made between the new bed tower and existing Batson Children’s Hospital. The proposed project budget is \$18 million. Funds are available from EBC Bonds (\$89,682,294); Senate Bill 2906, Laws of 2015 (\$6,000,000); House Bill 1649, Laws of 2018 (\$12,000,000); Pledges received to date (cash) (\$16,271,290); Intermediate Loan paid with pledges (\$28,000,000); and Committed future pledges (\$28,046,416).
18. **UMMC** – Approved the request to increase the budget for **IHL 209-558, MS Center for Emergency Services**, from \$9,699,114.00 to \$12,699,114.00, for an increase of \$3,000,000. The Board also approved the request to add UMMC SSA [Shared Services Account] – Building Improvement funds to the project to account for the budget increase. This is the first budget escalation request made for this project by the university. Escalation of the project budget is due to extensive site work and recent material escalation. The grant funds are not enough to cover the recent escalation in material costs and the extensive site work that needs to occur where the building is located. This project will build a facility that will support the expansion of Mississippi MED-COM and the integration of an additional public safety communications center. The facility will house the educational, clinical and research divisions that will allow the Mississippi Center for Emergency Services (MCES) to improve and expand its telemedicine capabilities. Administrative offices for MCES will be also be housed in the facility. This project will allow for the co-location of the UMMC transport teams to support education and research into the expanded use of broadband technology in delivering mobile care. Funds are available from UMMC SSA –

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

Building Improvements (\$3,000,000); and a Broadband Technology Opportunities Program (BTOP) Grant (\$9,699,114).

19. **UM** – Approved the request to name the former Baptist Memorial Hospital as the “South Oxford Center”. The University of Mississippi took possession of the property at 2103 South Lamar Avenue (the former Baptist Memorial Hospital) on March 1, 2018. As occupancy of the building draws closer, a new name is necessary to help change the perception of the facility and make it feel more like a part of the Oxford campus.

**LEGAL**

20. **MSU** – Approved the request to modify a contract with the firm of Stites & Harbison, PLLC as outside counsel to provide services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in connection with the University. This contract has been extended twice with approval from the Board. This modification #4 will extend the term of the contract for one (1) additional year or through June 30, 2019. The rates remain the same, ranging from \$95 to \$360 per hour, with the total amount payable not exceeding \$100,000. All other provisions of the Agreement for Legal Services dated July 1, 2015, shall remain in effect. The Attorney General has approved this request.
21. **UM** – Approved the request to renew its contract for professional services with the law firm of Armstrong Teasdale LLP as outside counsel for the provision of legal services in the area of engineering and physical sciences patent applications and related intellectual property issues. Attorneys Erin Florek and Adam Wuller will be the primary attorneys performing work for the University. The contract originated June 2011. The term of the proposed contract extension is from July 1, 2018 through June 30, 2019. Hourly rates range from \$250-\$450 for principals, \$175 for Associates, and \$150 for paralegals. These rates are increased for some of the attorneys who may do work under the contract, but at least \$100/hour below the Firm’s customary rates. Total expenditures will not exceed \$100,000. The Attorney General has approved this request.
22. **UM** – Approved the request to renew its contract for professional services with the law firm of Butler Snow LLP as outside counsel for the provision of legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. The contract originated in November 2007. The term of the proposed contract extension is July 1, 2018 through June 30, 2019. The blended hourly rate under the contract will be \$295.00 per hour for all attorneys, including patent work and \$95.00 per hour for all legal assistants. These rates are unchanged from last year and are competitive with or less than those charged by similarly qualified attorneys. Total expenditures will not exceed \$100,000. The Attorney General has approved this request.
23. **UM** – Approved the request to renew its contract for professional services with the law firm of Evans Petree, PC as outside counsel to advise and represent the University with respect to construction matters, including but not limited to construction and design professional contracts, public procurement, potential bid protests, and other matters related to design, construction, and project management and related disputes. Joseph T. Getz will be the primary attorney performing work for the University. The contract originated in March, 2013. The term of the proposed contract is from July 1, 2018 to June 30, 2019. The proposed hourly rates are unchanged with Partners ranging from \$265 to \$295 per hour, Associates from \$175 to \$225 per hour, and Paralegal services from \$95 to \$110 per hour. The maximum amount payable under the contract will be \$40,000. The Attorney General has approved this request.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

24. **UM** – Approved the request to renew its contract for professional services with the New York law firm of Hershkovitz & Associates, LLC (“Hershkovitz”) as outside counsel so that Eugene Rzcudlo, an attorney practicing with Hershkovitz, may continue to assist the University with pharmaceutical and natural products patent applications and related intellectual property and commercialization issues. Mr. Rzcudlo is one of a few patent lawyers in the world who is also a natural products chemist, and the University has worked with Mr. Rzcudlo on the most challenging natural products patents for many years. Mr. Rzcudlo’s hourly rate is \$595 per hour, which is the same as the University paid during the last contract period and is comparable to similarly qualified and experienced patent counsel. The term of the proposed contract is from July 1, 2018 to June 30, 2019, and total expenditures will not exceed \$250,000. The Attorney General has approved this request.
25. **UM** – Approved the request to renew its contract for legal services with the law firm of Mayo Mallette, PLLC as outside counsel so that it may continue to assist the University with the Blackburn Estate, as well as real estate matters, compliance advice, and other local matters. The hourly rate for these services will remain unchanged at \$165 for Principals, \$135 for Associates, and \$65 for Paralegals. The proposed contract extension term is from July 1, 2018 to June 30, 2019, and total expenditures will not exceed \$60,000. The Attorney General has approved this request.
26. **UM** – Approved the request to renew its contract with the law firm of Stites & Harbison, PLLC as outside counsel for the provision of legal services in the area of pharmaceutical patent applications and intellectual property issues. Richard Myers will be the primary attorney performing work for the University. Mr. Myers’ hourly rate is \$360, with other professionals who may work on University matters billing between \$95 and \$320 per hour. The term of the proposed contract is from July 1, 2018 to June 30, 2019, and total expenditures will not exceed \$100,000. The Attorney General has approved this request.
27. **UM** – Approved the request to renew its contract for professional services with the law firm of Ware | Immigration as outside counsel to provide services as needed regarding immigration matters, including but not limited to the preparation of labor certification applications on behalf of the university for its employees who seek permanent residence status. This contractual agreement is necessary due to amendments by the U.S. Department of Labor to the permanent labor certification regulations, specifically: employers are required to pay the cost of preparing, filing and obtaining certification, and are prohibited from transferring those costs to the beneficiary. This includes a prohibition on the alien paying the employer’s attorney fees. The terms of this contractual agreement will be from July 1, 2018 to June 30, 2019, and total expenditures will not exceed \$100,000 during the contract term. The fee for these services are listed in the “Schedule of Legal Fees for Academia,” provided below. All services not included in the below fee schedule will be provided at the following hourly rates: David Ware \$350, Partners \$250, Associates \$175, and Paralegals \$100. The Attorney General has approved this request.

**Schedule of Legal Fees for Academia**

Nonimmigrant Petitions and Processes

H-1B petition	\$1500.00
H-1B extension or amendment petitions (we handled original petition)	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition (we handled original)	\$1000.00
E-3 petition or consular processing	\$1500.00
E-3 extension petition (we handled original)	\$1000.00

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

O-1 petition	\$4000.00
O-1 extension or amendment petition (we handled original)	\$1500.00
Change of status or extension of status for dependents (I-539)	no additional charge
J-1 waiver (IGA or hardship)	\$6,000.00
J-1 waiver (Conrad)	\$6,000.00
<u>Permanent Residence Process with Labor Certification: Faculty</u>	
Special Handling labor certification	\$2000.00
(If position must be readvertised)	\$2500.00
Additional fee if audited	\$500-1500.00
Immigrant petition	\$2500.00
<u>Permanent Residence Process with Labor Certification: Non-Faculty</u>	
Labor certification	\$4000.00
Additional fee if audited	\$500-1500.00
Additional fee if subject to supervised recruitment	\$2500.00
Immigrant petition	\$2500.00
<u>Permanent Residence Process: Outstanding Professors and Researchers</u>	
Immigrant petition	\$6000.00
<u>Permanent Residence Process: National Interest Waiver</u>	
Immigrant petition	\$6000.00
<u>Adjustment of Status (any Employment-Based Permanent Residence Matter)</u>	
Adjustment of status and related applications (I-765, I-131, etc.), principal	\$2000.00
Standalone AOS and related applications, principal	\$2500.00
Adjustment of status and related applications, spouse, if together with principal application and I 140	\$1000.00
Adjustment of status of each child, concurrent with I 140	\$750.00
“Standalone” adjustment of status, spouse (not concurrent with I 140).	\$1500.00
“Standalone” adjustment of status, child	\$1000.00
<u>Employment Authorization and Advance Parole Renewal</u>	
Employment Authorization Renewal per individual	\$500.00
Advance Parole Renewal per individual	\$500.00

28. **UMMC** – Approved the request to enter into a contract with Baker, Donelson, Bearman, Caldwell and Berkowitz, PC as outside counsel for the provision of legal services and advice on environmental related issues. The term of the contract will be from July 1, 2018 through June 30, 2019. The rate is \$245 per hour with a maximum amount payable under this contract of \$100,000. The Attorney General has approved this request.
29. **UMMC** – Approved the request to enter into a contract with Bradley Arant Boult Cummings, LLP as outside counsel for the provision of legal services and advice on healthcare regulatory and compliance matters, healthcare administrative hearings and general healthcare related matters. The term of the contract will be from July 1, 2018 through June 30, 2019. The rate is \$245 per hour with a maximum amount payable under this contract of \$100,000. The Attorney General has approved this request.
30. **UMMC** – Approved the request to enter into a contract with Butler Snow LLP as outside counsel for the provision of legal services and advice on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues, and commercial and general matters. The term of the contract will be from July 1, 2018 through June

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

- 30, 2019. The rate will be \$295 per hour with a maximum amount payable under this contract term of \$700,000. The Attorney General has approved this request.
31. **UMMC** – Approved the request to enter into a contract with Gore, Kilpatrick and Dambrino as outside counsel for the provision of guidance to UMMC personnel during hearings, depositions and meetings in Grenada, MS. The term of the contract will be from July 1, 2018 through June 30, 2019. The rate is \$135 per hour with a maximum amount payable under this contract of \$10,000. The Attorney General has approved this request.
32. **UMMC** – Approved the request to enter into a contract with Hogan Lovells US LLP as outside counsel to advise on matters related to healthcare transactions, tax, antitrust, and regulatory matters related to academic medical center strategy and business issues. The term of the contract will be June 1, 2018 through June 30, 2019. The rate will be \$891 per hour with a maximum amount payable under this contract term of \$225,000. The Attorney General has approved this request.
33. **UMMC** – Approved the request to enter into a contract with Jones Walker LLP as outside counsel to advise UMMC and the Medical Center Education Building Corporation (EBC) on legal issues concerning bond financing and compliance with IRS regulations regarding tax-exempt bonds, and other related matters. The term of the contract will be June 1, 2018 through June 30, 2019. The rate will be \$225 per hour with a maximum amount payable under this contract term of \$25,000. The Attorney General has approved this request.
34. **UMMC** – Approved the request to enter into a contract with Stites and Harbison, PLLC as outside counsel to perform services related to tech transfer matters and to obtain patents for designs, processes, products, and other patentable materials developed in connection with UMMC. The term of the contract will be July 1, 2018 through June 30, 2019. The rate will be \$360 per hour with a maximum amount payable under the contract of \$100,000. The Attorney General has approved this request.
35. **UMMC** – Approved the request to enter into a contract with Walker & Ungo, LLC as outside counsel to provide services as needed in preparing labor certification applications on behalf of the university for its employees who seek permanent residence status. The term of the contract will be July 1, 2018 through June 30, 2019. The rates are set out in the Schedule of Fees below. The maximum amount payable under the contract is \$50,000. The Attorney General has approved this request.

**Labor Certification Fees**

PERM	
Initial Fee:	\$2500
I-140:	\$2000
I-485:	\$2000
Family members:	\$500 per family member
EB-1 (Outstanding professor/researcher, extraordinary ability) and Special Handling Labor Certification	
Initial Fee:	\$2000
On approval of I-140	
or special handling:	\$2000
I-485:	\$2000
Family members:	\$500 per family member

36. **UMMC** – Approved the request to enter into a contract with Waller, Lansden, Dortch and Davis as outside counsel to advise on healthcare regulatory and compliance matters, healthcare administrative hearings, and general healthcare related matters. The term of the contract will be June 1, 2018 through June 30, 2019. The rate will be \$295 per hour with a maximum amount payable under this contract term of \$50,000. The Attorney General has approved this request.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

37. **UMMC** – Approved the request to enter into a contract with Ware | Immigration as outside counsel to provide services as needed in preparing labor certification applications on behalf of the university for its employees who seek permanent residence status. The term of the contract will July 1, 2018 through June 30, 2019. The rates are set out in the schedule of fees below. The maximum amount payable under the contract is \$50,000. The Attorney General has approved this request.

**Schedule of Legal Fees for Academia**

Nonimmigrant Petitions and Processes

H-1B petition	\$1500.00
H-1B extension or amendment petitions (we handled original petition)	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition (we handled original)	\$1000.00
E-3 petition or consular processing	\$1500.00
E-3 extension petition (we handled original)	\$1000.00
O-1 petition	\$4000.00
O-1 extension or amendment petition (we handled original)	\$1500.00
Change of status or extension of status for dependents (I-539)	no additional charge
J-1 waiver (IGA or hardship)	\$6000.00
J-1 waiver (Conrad)	\$6000.00

Permanent Residence Process with Labor Certification: Faculty

Special Handling labor certification	\$2000.00
(If position must be readvertised)	\$2500.00
Additional fee if audited	\$500-1500.00
Immigrant petition	\$2500.00

Permanent Residence Process with Labor Certification: Non-Faculty

Labor certification	\$4000.00
Additional fee if audited	\$500-1500.00
Additional fee if subject to supervised recruitment	\$2500.00
Immigrant petition	\$2500.00

Permanent Residence Process: Outstanding Professors and Researchers

Immigrant petition	\$6000.00
--------------------	-----------

Permanent Residence Process: National Interest Waiver

Immigrant petition	\$6000.00
--------------------	-----------

Adjustment of Status (any Employment-Based Permanent Residence Matter)

Adjustment of status and related applications (I-765, I-131, etc.), principal	\$2000.00
Standalone AOS and related applications, principal	\$2500.00
Adjustment of status and related applications, spouse, if together with principal application and I 140	\$1000.00
Adjustment of status of each child, concurrent with I 140	\$750.00
“Standalone” adjustment of status, spouse (not concurrent with I 140).	\$1500.00
“Standalone” adjustment of status, child	\$1000.00

Employment Authorization and Advance Parole Renewal

Employment Authorization Renewal per individual	\$500.00
Advance Parole Renewal per individual	\$500.00

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

General Legal Advice and Unusual Matters Which Fall Outside This Fee Schedule

Such matters will be billed at our hourly rates:

David Ware	per hour billed	\$350.00
WI Partners	per hour billed	\$250.00
Associate Attorneys	per hour billed	\$175.00
Paralegals	per hour billed	\$100.00

38. **UMMC** – Approved the request to enter into a contract with Watkins and Eager, PLLC, to provide legal services related to real estate and employment related matters. The term of the contract is June 1, 2018 through June 30, 2019. The hourly rate is \$165 with a maximum amount payable under this contract of \$350,000. The Attorney General has approved this request.
39. **UMMC** – Approved the request to enter into a contract with the Whitfield Law Group, PLLC, to provide legal services related to personnel matters. The term of the contract is July 1, 2018 through June 30, 2019. The hourly rate is \$165 with a maximum amount payable under this contract term of \$250,000. The Attorney General has approved this request.
40. **UMMC** – Approved the request to enter into a contract with Workman Nydegger as outside counsel to perform services related to tech transfer matters and to obtain patents for designs, processes, products, and other patentable materials developed in connection with UMMC. The term of the contract will be July 1, 2018 through June 30, 2019. The fees vary as set out in the following Fee Schedule. The maximum amount payable under the contract is \$50,000. The Attorney General has approved this request. The Attorney General has approved this request.

**Schedule of Selected Discounted Fees for UMMC**

Services	Fees
Provisional Mechanical Patent Application (Specification Only)	\$3000-\$4000
Provisional Mechanical Patent Applications (Claims Based)	\$5000-\$7000
Provisional Software Patent Application (Specification Only)	\$3000-\$4000
Provisional Software Patent Applications (Claims Based)	\$5000-\$7000
Provisional Chemical Patent Applications (Specification Only)	\$3500-\$4500
Provisional Chemical Patent Applications (Claims Based)	\$5500-\$7500
Conversion of Provisional Application to Utility	\$2000-\$8000*
Utility Patent Application (Mechanical)	\$7500
Utility Patent Application (Software)	\$8000
Utility Patent Application (Chemical, Biotech)	\$8500
Response to Office Action (No Interview)	\$2500
Response to Office Action (Interview)	\$3000
Response to Restriction Requirement (without traverse, no argument)	\$500
Response to Restriction Requirement (with traverse, argument)	\$1000-\$1500
PCT Filing Based on U.S. Utility	\$1200
U.S. Utility Based on PCT	\$850
National Entry from PCT (per country)	\$650
Annuity/Maintenance Fees	\$300
Official Filing Receipt (Confirm filing data, initial docketing entry)	\$65
Request for Corrected Filing Receipt	\$300
Response to Notice to File Missing Parts	\$600
Record Assignment (E-filing, confirm acceptance of assignment, advise client and update docket	\$100
Request to Correct Assignment Recordation	\$275
Patent Publication (Confirm filing and inventor information, priority dates, comprehensive docket update for relate cases, etc.)	\$65

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

Notice of Allowance (US/Foreign – Includes preparation of clean copy of allowed claims, drawing changes as required and response to reasons for allowance as applicable, issue fee transmittal, checking entry of amendments to specification and claims in foreign cases)	\$900
Original Patent (US/Foreign – Reporting, docket entry of dates for maintenance fees, reissue, etc.)	\$300
Proofreading Issued Patent (Filing certificate of correction as applicable, reporting to client)	\$850
Review of PTO Calculation of PTA	\$300
Request for Recalculation of PTA	\$300
Standard Notifications (Record copy, search copy, national stage entry, etc.)	\$30
Request for Examination (Reminder, responding to request for instruction from foreign counsel, following up on client instructions)	\$150
Review Examination Report (Identify art for IDS in any corresponding case, report to client)	\$650

\*This work requires a wide range because of difficulty to provide a fixed fee as some provisionals are well crafted and others provide little or no benefit in preparing the utility.

41. **USM** – Approved the request to enter into a contract with Bryan, Nelson, Schroeder, Castigliola & Banahan, P.A., as outside counsel to perform services as necessary and render legal advice and recommendations in the practice areas of admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services would also include advice and assistance with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The request includes the use of any and all attorneys employed by the firm, at the discretion of the firm, whose expertise and experience are required to assist in the representation of the University pursuant to the agreement. The hourly rate is \$195 for attorneys and \$90 for paralegal services with a maximum amount payable of \$50,000. The term of the contract will be July 1, 2018 through June 30, 2019. The Attorney General has approved this request.
42. **USM** – Approved the request to enter into a contract with Butler Snow LLP, as outside counsel to perform services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters. In addition, the firm will provide legal advice and representation to the University in matters relating to issues and disputes with the Federal Emergency Management Agency (FEMA). The hourly rate will be \$295 for all attorneys and \$95 for legal assistants with a maximum amount payable under the contract of \$50,000. The term of the contract will be July 1, 2018 through June 30, 2019. The Attorney General has approved this request.
43. **USM** – Approved the request to renew a contract with Mayo Mallette PLLC, as outside counsel to perform services as necessary and render legal advice in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, Title IX, NCAA compliance, disability law, and athletics. The request includes the use of any and all employed by the firm, at the discretion of Mary Ann Connell and Cal Mayo, whose experience and expertise is required to assist in the representation of the University pursuant to the agreement. The hourly rate to be charged will be \$195 for attorneys and \$90 for paralegal services with a maximum amount payable under the contract of \$40,000. The term of the contract will be from July 1, 2018 through June 30, 2019. The Attorney General has approved this request.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

44. **USM** – Approved the request to renew the contract for the firm of Ware | Immigration as outside counsel to provide services as needed in preparing labor certification applications and permanent residence process on behalf of the University for its professors, researchers, and employees who seek permanent residence status and to further provide other related services relating to immigration and naturalization at the University's request. The agreement authorizes the law firm to assign any and all attorneys employed by the law firm who, at the discretion of the law firm, can provide the experience and expertise necessary to effectively represent the University in all matters set forth in the description of services to be provided. In addition to the fees reflected on the Schedule of Legal Fees, the University may seek general legal advice on immigration matters. For non-scheduled legal fees, attorneys' advice will be billed on an hourly basis. David Ware's hourly rate is \$300 and all other attorneys will be billed at the hourly rate of \$200. The terms of this contractual agreement will be for the period of time from July 1, 2018 through June 30, 2019, for a maximum amount payable of \$50,000 during the contract term. The Attorney General has approved this request. The proposed fees are as indicated below:

**Schedule of Legal Fees for Academia**

Nonimmigrant Petitions and Processes

H-16 petition	\$1500.00
H1B extension or amendment petitions	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition	\$1000.00
E-3 petition or consular processing	\$1500.00
E-3 extension petition	\$1000.00
O-1 petition	\$4000.00
O-1 extension or amendment petition	\$1500.00
Change of status or extension of status for dependents (I-539)	no additional charge
J-1 waiver (IGA or hardship)	\$6000.00
J-1 waiver (Conrad)	\$6000.00

Permanent Residence Process with Labor Certification: Faculty

\$2000.00	“Special Handling: labor certification (must be paid by University*) \$2500.00 if position must be readvertised
\$1000.00	Additional fee if audited
\$1500.00	Immigrant petition
\$1500.00	Adjustment of status and related applications (i-765, I-131, etc.) by employee
\$750.00	Adjustment of status and related applications each spouse or child.

\*U.S. Department of Labor requires employers to pay all costs associated with labor certification, including legal fees and advertising costs; employees may pay other fees.

Permanent Residence Process: Outstanding Professors and Researchers

\$7000.00	Immigration petition
\$1500.00	Adjustment of status and related applications by employees
\$750.00	Adjustment of status and related applications each spouse or child

Since labor certification is not required, employees may pay all fees

Permanent Residence Process: National Interest Waiver

\$7000.00	Immigrant petition
\$1500.00	Adjustment of status and related applications by employee
\$750.00	Adjustment of status and related applications each spouse or child

Since labor certification is not required, employees may pay all fees. In all cases, fees may be paid in monthly installments to be arranged with attorney.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

45. **USM** – Approved the request to enter into a contract with Wise Carter Child & Caraway, P.A. as outside counsel to perform services as necessary in the practice area of real estate, commercial matters, contracts, general administrative matters, real estate closings, title opinions, general legal advice, and litigation related to any of the activities described herein. The hourly rate to be charged will be \$195 for attorneys and \$90 for paralegal services with a maximum amount payable of \$10,000. The term of the contract will be from July 1, 2018 through June 30, 2019. The Attorney General has approved this request.
46. **USM** – Approved the request to enter into a contract with Richard & Thomas as outside counsel to perform real estate services for multiple real estate closings. It is anticipated that the University will have a minimum of two closings with the possibility of a maximum of ten closings during the period from July 1, 2018, until June 30, 2019. The closings will be for purchases of property near the Hattiesburg campus. It is expected that each closing will cost the University approximately \$1,000. The maximum amount budgeted for payment under the contract is \$2,500. The attorney's average hourly rate, depending on services rendered, is \$150. The Attorney General has approved this request.
47. **MUW** – Approved the proposed affiliation agreement between the University and the Mississippi University for Women Alumni Association. The proposed affiliation agreement meets the requirements of Board policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General's Office has approved this request. A copy of this agreement is included in the bound *June 21, 2018 Board Working File*.
48. **JSU** – Approved the consulting agreement between the university and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the State of Mississippi, with such services designed to achieve the state agency and governmental relations goals of JSU. The requested contract amount is \$80,000.00 and will be paid from self-generated funds of the Jackson State University Foundation allocated for JSU Program Support. The Attorney General's Office has approved this request. In accordance with Board Policy 201.0506 Political Activity, Worth Thomas' client list and proposed Agreement are included in the bound *June 21, 2018 Board Working File*.
49. **MSU** – Approved the agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university's pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. Cornerstone will apprise the Commissioner of IHL of its lobbying activities related to MSU and coordinate those activities within system strategies and processes prescribed by the IHL Board. The requested contract amount is \$50,000 and will be paid with self-generated private funds. The Attorney General's Office has approved this request. In accordance with Board Policy 201.0506 Political Activity, Cornerstone's client list and proposed Agreement are included in the bound *June 21, 2018 Board Working File*.
50. **MUW** – Approved the one-year contract with Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The contractual flat fee is \$30,000. The fee will be paid with private funds by the MUW Foundation (self-generated funds). CRM's client list and Service Agreement are shown immediately below. The Attorney General's Office has approved this request. In accordance with Board Policy 201.0506 Political Activity, CRM's client list and proposed Agreement are included in the bound *June 21, 2018 Board Working File*.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

51. **USM** – Approved the request to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi in the amount of \$48,000 annually and reasonable reimbursement of travel expenses funded by self-generated funds. The Attorney General has approved this request. In accordance with Board Policy 201.0506 Political Activity, Capitol’s client list and proposed Agreement are included in the bound *June 21, 2018 Board Working File*.
52. **USM** – Approved the request to continue the agreement with Joe Gill Consulting LLC, in Ocean Springs, MS, to provide state lobbying and government relations and consulting services in Mississippi pertaining to the Gulf Coast Research Laboratory in an amount not to exceed \$38,000 annually and reimbursement of reasonable expenses funded by self-generated funds. The Attorney General’s Office has approved this request. In accordance with Board Policy 201.0506 Political Activity, Joe Gill’s client list and proposed Agreement are included in the bound *June 21, 2018 Board Working File*.
53. **MSU** – Approved the request for Federal Solutions, LLC, to continue to lobby on behalf of the university outside the State of Mississippi in accordance with Board Policy 201.0506 Political Activity.
54. **UM & UMMC** – Approved the request for BGR Governmental Affairs, LLC, a Washington, D.C. based firm, to continue to assist in managing their federal governmental affairs and to represent their interests before federal executive branch agencies and congressional offices and committees in accordance with Board Policy 201.0506 Political Activity.
55. **USM** – Approved the request to continue the agreement with Cassidy & Associates, Inc., in Washington, DC, to provide federal relations services to obtain federal funding to support our infrastructure and research programs and to provide consultation, advice and assistance with regard to our annual federal appropriations requests in accordance with Board Policy 201.0506 Political Activity.
56. **ASU** – Approved Marcus Ward as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
57. **DSU** – Approved Dr. Michelle Roberts as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
58. **JSU** – Approved Dr. Debra Mays-Jackson as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
59. **MSU** – Approved Lee Weiskopf as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
60. **MUW** – Approved Karen Clay as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
61. **MVSU** – Approved La Shon F. Brooks as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
62. **UM** – Approved Perry Sansing as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
63. **UMMC** – Approved Tara Mounger as the institution’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
64. **USM** – Approved Chad Driskell as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
65. **SYSTEM** – Approved Dr. Alfred Rankins, Jr. as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

66. **SYSTEM** – Approved Kim Gallaspy as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

**PERSONNEL REPORT**

67. **EMPLOYMENT**

**Delta State University**

- Elizabeth Belenchia; *rehired retiree*; Co-Project Director, Math and Science Partnership; salary \$28,000 per annum, pro rata; Grant funds; 12 month contract; effective July 1, 2018
- Gloria Brister; *rehired retiree*; Assistant Professor, Emeritus; salary \$40,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018
- Jean Grantham; *rehired retiree*; Instructor in Nursing (part-time); salary \$30,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018
- Beverly Johnston; *rehired retiree*; Director, Delta School Leadership Pipeline Project/Adjunct Instructor; salary \$80,000 per annum, pro rata; Grant funds; 12 month contract; effective July 1, 2018
- Helen Sue Jolly; *rehired retiree*; Education Leadership Faculty; salary \$60,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018
- Maud Kuykendall; *rehired retiree*; Adjunct Instructor in Teacher Education; salary \$30,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018
- Kathleen Lott; *rehired retiree*; Project Director, Math and Science Partnership; salary \$29,000 per annum, pro rata; Grant funds; 12 month contract; effective July 1, 2018
- James Robinson; *rehired retiree*; Adjunct Instructor in History; salary \$40,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018
- Dorothy Sykes; *rehired retiree*; Director of Kellogg Grant; salary \$35,000 per annum, pro rata; Grant funds; 12 month contract; effective July 1, 2018
- Kent Wyatt; *rehired retiree*; President Emeritus; salary \$59,000 per annum, pro rata; Fund 10 funds; 12 month contract; effective July 1, 2018

**Mississippi University for Women**

- Clara Hurd; *rehired retiree*; Instructor of Nursing, Tupelo RN-BSN; salary \$31,470 per annum, pro rata; E&G Funds; 12 month contract; effective July 1, 2018
- Linda Mills (formerly Linda Cox); *rehired retiree*; Instructor of Nursing, Tupelo RN-BSN; salary \$38,395 per annum, pro rata; E&G Funds; 12 month contract; effective July 1, 2018
- Debbie Ricks; *rehired retiree*; Instructor of Nursing, Tupelo RN-BSN; salary \$34,900 per annum, pro rata; E&G Funds; 12 month contract; effective July 1, 2018

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

68. **CHANGE OF STATUS**

**Mississippi University for Women**

Martha Brock; *from* Chair of the Department of Business and Professor of Management Information Systems; salary \$85,920 per annum, pro rata; E&G Funds; 10 month contract; *to* Interim Dean of the College of Business and Professional Studies and Professor of Management Information Systems; salary \$114,583 per annum, pro rata; E&G Funds; 11 month contract; effective August 1, 2018

**University of Southern Mississippi**

Chris Winstead; *from* Interim Dean, College of Science and Technology; salary \$180,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean of College of Arts and Sciences; salary \$245,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2018

69. **SABBATICAL**

**Mississippi State University**

Prem Parajuli; Associate Professor, Agricultural and Biological Engineering, *from* salary \$92,400 per annum, pro rata; 9 month contract; E&G, MAFES E&G, and Designated Funds; *to* salary \$46,200 for sabbatical period; E&G, MAFES E&G, and Designated Funds; effective January 1, 2019 to May 15, 2019; professional improvement

**University of Mississippi**

FROM: Robbie Ethridge; Professor of Anthropology; *from* salary of \$95,104 per annum, pro rata; E&G Funds; 9 month contract; *to* salary of \$47,552 for sabbatical period; E&G Funds; effective August 17, 2018 to May 11, 2019; professional development

*[Originally approved by IHL Board February 15, 2018]*

CORRECTED: Robbie Ethridge; Professor of Anthropology; *from* salary of \$95,104 per annum, pro rata; E&G Funds; 9 month contract; *to* salary of \$47,552 for sabbatical period; E&G Funds; effective January 22, 2019 to May 11, 2019; professional development

**ADMINISTRATION/POLICY**

70. **SYSTEM** – Approved the appointment of President Shane Hooper to serve on the Education Achievement Council to replace former Trustee C.D. Smith as the second member of the IHL Board. Trustee Tom Duff is the other representative. There is no term length for appointees.
71. **SYSTEM** – Approved the appointment of Trustee Ann Lamar and Dr. Mark Keenum, President of Mississippi State University, to serve on the Mississippi Postsecondary Education Financial Assistance Board for four-year terms. Trustee Lamar's term as the trustee representative is July 1, 2018 – May 7, 2021 which is the end of her term on the Board. Dr. Keenum replaces Dr. Alfred Rankins as the institutional representative. Dr. Keenum's term is June 21, 2018 – June 30, 2021.
72. **SYSTEM** – Approved the appointment of Dr. Jerryl Briggs, President of Mississippi Valley State University, to the University Press of Mississippi's Board of Directors. Dr. Briggs replaces Dr. Al Rankins as a representative for the Commissioner of Higher Education. Dr. Briggs term will be June 21, 2018 – June 30, 2020.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

**ACADEMIC AFFAIRS**

Presented by Trustee Alfred McNair, Chair

On motion by Trustee Cunningham, seconded by Trustee Ogletree, with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as amended on the Academic Affairs Agenda.

1. **SYSTEM** – Approved the following academic program modifications:

**RENAME**

- a. **ASU** – Rename General Studies to Bachelor of University Studies.
- b. **DSU** – Rename General Studies to Bachelor of University Studies.
- c. **JSU** – Rename Bachelor of Professional Interdisciplinary Studies to Bachelor of University Studies.
- d. **MSU** – Rename General Studies to Bachelor of University Studies.
- e. **MUW** – Rename Bachelor of General Studies to Bachelor of University Studies.
- f. **MVSU** – Rename Professional Studies (Concentration) to University Studies (Concentration).
- g. **UMMC** – Rename Bachelor of Science in Health Sciences to Bachelor of University Studies.
- h. **USM** – Rename Bachelor of Liberal Studies to Bachelor of University Studies.

**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

Trustee Gee Ogletree recused himself from voting on items #1 and #2 by leaving the room before there was any discussion or vote regarding the same. After Trustee Ogletree left the room, on motion by Trustee McNair, seconded by Trustee Duff, with Trustee Ogletree absent and not voting and with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Morgan, seconded by Trustee McNair, with Trustee Ogletree absent and not voting and with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #2. Trustee Ogletree returned to the room following the discussion and vote on items #1 and #2. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve items #3 and #4. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #5. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #6. On motion by Trustee Duff, seconded by Trustee Lamar, with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #7. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Luckey participating by phone, all Trustees legal present and participating voted unanimously to approve item #8.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

1. **MSU** – Approved the request to amend its existing concession services contract with Aramark Educational Services, LLC (“Aramark”) in order to enhance the game-day experience for Athletic event patrons, to attract new visitors to MSU’s campus and athletic events, and to potentially increase revenue generated by MSU through concession sales. By reducing the prices of concession items sold at athletic events, it is expected that the new pricing structure will promote a higher rate of perceived value to athletic event patrons, resulting in a greater volume of sales and encouraging patrons to attend more athletic events. The concession services contract currently runs through June 30, 2020 and is not being extended through the amendment. The contract is revenue generating. The agreement, which was reviewed and approved by the Associate Commissioner for Legal Affairs prior to the Board’s approval of this item, is on file in the Board Office.
2. **ASU** – Approved the initiation of the following with Enterprise FM Trust and Enterprise Fleet Management, Inc.: 1) a Master Equity Lease Agreement for a customized fleet leasing and management services program, 2) a Maintenance Agreement for the provision of preventative maintenance services for covered fleet vehicles and 3) a Service Agreement that establishes specific contract terms and conditions. The Board also approved the request to prepay the monthly leasing fees and maintenance fees pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services. The purpose of the agreements is to enable ASU to lease 58 vehicles via Open-Ended Lease Schedules that will all receive routine preventative maintenance service. The University will phase in replacement of its currently lease vehicles and will add additional vehicles to its existing fleet. The new fleet will be used for administrative, maintenance and service purposes for ASU. The term of the agreements is five (5) years, July 1, 2018 through June 30, 2023. The projected cost for the five (5) year contract term is approximately \$1,382,135.80 for lease, maintenance, title and registration expenses. The agreement will be funded by E & G funds. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office. **(THIS ITEM WAS MOVED FROM THE FINANCE CONSENT AGENDA FOR CONSIDERATION.)**
3. **SYSTEM** – Approved the fiscal year ending 2019 Operating Budgets for the system. Included as supplemental information as required by the *Ayers* Settlement Agreement, Board Policy 704.02 Athletic Budget Approval and Reporting, and Board Policy 703.04 Policy Guidelines Subsection E. are: Fiscal Year 2018-2019 *Ayers* Budgets, Fiscal Year 2018-2019 Athletic Budgets, and Fiscal Year 2018-2019 E&G Scholarships, Fellowships & Tuition Waivers. **(See Composite Exhibit 2.)**
4. **SYSTEM** – Approved the FY 2020 proposed funding priorities for the 2019 Legislative Budget Requests. **(See Exhibit 3.)**
5. **JSU** – Approved the request to renew the beverage pouring rights and sponsorship agreement with Brown Bottling Group, Inc., to continue providing all beverages sold, vended, distributed, poured, or sampled at all existing facilities and all new facilities located on the Campus where refreshments are sold, vended, distributed, poured, or sampled. The term of this renewal agreement is five (5) years commencing August 1, 2018 and ending July 31, 2023. Under this agreement, JSU estimates to receive \$2,605,300 over the term of the agreement. The financial proposal under this agreement is included in the bound *June 21, 2018 Board Working File*. In the event that the gross revenues generated from the Company's Beverage Vending Machine Operations at the Campus (the "Revenues") during an Agreement Year exceeds the Targeted Revenue, then the Company shall pay to the University a Commission Incentive Bonus Payment within sixty (60) days of such

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

Agreement Year equal to the Commissions paid for such Agreement Year for the Beverage Vending Machine Operations times the percentage for such Targeted Revenue. In the event that the gross revenues generated from the Company's Snack Vending Machine Operations at the Campus (the "Revenues") during an Agreement Year exceeds the Targeted Revenue, then the Company shall pay to the University a Commission Incentive Bonus Payment within sixty (60) days of such Agreement Year equal to the Commissions paid for such Agreement Year for the Snack Vending Machine Operations times the percentage for such Targeted Revenue. A breakdown of the vending incentives under this agreement are included in the bound *June 21, 2018 Board Working File*. This is a revenue contract. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

6. **JSU** – Approved the request to enter into a contract with FOLLETT HIGHER EDUCATION GROUP, INC. for the continued management of the Jackson State University Bookstore. The initial term of this Agreement is for ten (10) years from July 1, 2018 through June 30, 2028. Follett shall pay to Jackson State University 15.1% of all Commissionable Sales up to \$3,000,000 and 16.1% of any part of Commissionable Sales over \$3,000,000. If in the first full contract year during the term of this Agreement, commission payments to JSU calculated are less than \$275,000 ("Guaranteed Annual Income"), Follett will pay the University an additional amount necessary to bring total payments to the University for that year up to the Guaranteed Annual Income. Follett will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety percent (90%) of the calculated commission on Commissionable Sales of the immediately preceding year. In any partial contract year commission will be based on the applicable percentage and not on the Guaranteed Annual Income. Additionally, Follett shall provide up to a total of \$250,000 investment to improve the Campus Store; a one-time payment of \$100,000 within 180 days of the successful implementation of the ConnectOnce integration; and \$5,000 annually in textbook scholarships for each full contract year during the term of this agreement. This is a revenue contract. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
7. **JSU** – Approved a Resolution that 1) requires certain present and future JSU officers both meet the requirements for eligibility for access to classified information and be processed for Personnel Security Clearance; and 2) permits formal exclusion of members of the IHL Board and Commissioner from both access to classified information disclosed to JSU and from processing for Personnel Security Clearance. Upon approval of the proposed Resolution, JSU will be in adherence to the Department of Defense National Industrial Security Program (NISP) for having a Facility Security Clearance (FCL). Having the FCL designation makes JSU eligible for contracts from the Department of Defense, Department of Homeland Security, Nuclear Regulatory Commission, NASA and other agencies under the National Industrial Security Program (NISP). NISP was established by Executive Order in 1993 for the protection of classified information, and is applicable to all cleared contractor facilities, including JSU. With the FCL status, JSU's classified activities will be governed by the provisions of the National Industrial Security Program Operating Manual (NISPOM), which prescribes the requirements, restrictions and other safeguards to prevent unauthorized disclosure of classified information. The Resolution was reviewed by the Attorney General's Office and recommended for consideration by the Board.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

On motion by Trustee Dye, seconded by Trustee Ogletree, with Trustee Luckey participating by phone, all Trustees legal present and participating voted unanimously to grant a one-time approval for the new Commissioner and the IHL Legal staff to replace Commissioner Glenn F. Boyce's name with the new commissioner's name, Dr. Alfred Rankins, Jr., on the previously approved resolutions regarding access to classified contract information under the requirements of the National Industrial Security Program for Jackson State University, Mississippi State University, and the University of Southern Mississippi and to delegate to the new Commissioner the authority to ensure the appropriate Board composition is included on those resolutions as of July 1st.

8. **UMMC** – Approved the request to enter into an agreement with the Mississippi Blood Services, Inc., a non-profit organization, for blood and blood related products. MBS's fees are not for the actual human blood or blood product itself, as all human blood or blood products are obtained through volunteer donors; rather, the fees are developed based upon the cost MBS incurs to collect, process (including required FDA testing), store, and distribute the human blood and/or blood products. The term of the agreement is for three (3) years – July 1, 2018 through June 30, 2021. The total estimated cost of the Agreement is \$36,808,486.99. Fees for the provision of the blood and blood products are fixed for the first year of the Agreement, and subject to price increases thereafter. UMMC has calculated a potential five percent (5%) price increase each year, as well as a potential ten percent (10%) volume increase. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

**LEGAL AGENDA**

Presented by Trustee Ann Lamar, Chair

On motion by Trustee Lamar, seconded by Trustee McNair, with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to move item #1 to the Executive Session Agenda.

1. **MSU** – Settlement of IHL Self-Insured Workers' Compensation Program is seeking Board approval for settlement of Claim No. 55-37099-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

**INFORMATION AGENDA**

Presented by Commissioner Glenn F. Boyce

**FINANCE**

1. **SYSTEM** – The Mississippi Information Technology Services (MS-ITS) Board approved the request for the continued use of Internet2's connector site in Jackson, Mississippi for the Institutions of Higher Learning (IHL) and four research institutions in the state. Jackson State University, Mississippi State University, the University of Mississippi, including the University of Mississippi Medical Center, and the University of Southern Mississippi use the high bandwidth optical network to share research material and data with other member universities and research institutions in the networking consortium. The Attorney General's staff assigned to the MS-ITS

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

reviewed the agreement prior to execution. The Agreement is between Internet2 and MS-ITS on behalf of the IHL. A copy of the approval documents is included in the bound *June 21, 2018 Board Working File*.

2. **DSU** – The Mississippi Information Technology Services (MS-ITS) Board approved Amendment #1 to the 2013 Software License and Application Service Provider Agreement with Instructure, Inc. The Attorney General's staff assigned to the MS-ITS reviewed Amendment #1 prior to approval. The Amendment and existing Agreement for software and services is between Instructure, Inc. and MS-ITS behalf of DSU. A copy of the approval documents is included in the bound *June 21, 2018 Board Working File*.
3. **UMMC** – The Mississippi Information Technology Services (MS-ITS) Board approved the acquisition of the PAR Excellence system, installation and support services for the University of Mississippi Medical Center. The Attorney General's staff assigned to the MS-ITS reviewed the agreements prior to execution. The System License & Installation Agreement and the Support Services Agreement are between PAR Excellence and MS-ITS behalf of UMMC. A copy of the approval documents is included in the bound *June 21, 2018 Board Working File*.
4. **UMMC** – The Board of Trustees approved an INOtherapy Services Agreement between UMMC and INO Therapeutics LLC (INO) in June 2017. The agreement was for the provision of the medical grade gas INOMAX and the INOtherapy system for delivery of the gas. The agreement provided that each year, UMMC and INO would meet to discuss fees for the use of INOtherapy for the next contract year. UMMC and INO have met to establish pricing for the upcoming Year 2 of the agreement and have agreed on a 2% increase to the current pricing. UMMC originally calculated percentage increases in its requested cost; thus, no change in the total cost is needed for the Year 2 price increase. The total estimated cost of the Agreement over the five (5) year term remains unchanged at \$19,253,451.20. No other term and conditions of the agreement were changed.
5. **UMMC** – In April 2018, the Board approved a Letter Agreement between UMMC and Cisco Systems, Inc. (Cisco) for the purchase of hardware and associated software that is used to form a unified communications system. The Term of Contract information given in the Board Book incorrectly stated that the three (3) year term of the agreement would commence upon execution, which was estimated to be on or about April 1, 2018. The correct Term of Contract information is as follows, "The term of this agreement is three (3) years, beginning upon execution of the Letter Agreement, which is estimated to be on or about May 1, 2018."
6. **UMMC** – In April 2018, the Board approved an amendment to its Statement of Work (SOW) with SG-2, LLC (SG-2) for the purchase of Care Grouper, an additional software application which groups UMMC service line data for aggregation, analysis and reporting purposes. The Term of Contract information given in the Board Book incorrectly stated that the three (3) year term of the amendment would commence upon execution which was expected to be on or about April 1, 2018. The correct Term of Contract information is as follows, "The First Amendment will begin upon execution, which is estimated to be on or about May 1, 2018."
7. **MUW** – The Mississippi Information Technology Services (MS-ITS) Board approved a Service Order to the Telecommunication Services Agreement between MS-ITS and Telepak Networks, Inc. d/b/a C Spire for Voice over Internet Protocol (VoIP) handsets, hosted VoIP lines and Power over Ethernet switches for the Mississippi University for Women. The Attorney General's staff assigned to the MS-ITS reviewed the agreement prior to execution. The Telecommunication

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

Services Agreement is between Telepak Networks, Inc. d/b/a C Spire and MS-ITS behalf of MUW. A copy of the approval documents is included in the bound *June 21, 2018 Board Working File*.

8. **UM** – The Mississippi Information Technology Services (MS-ITS) Board approved a supplement to the master purchase agreement with Carousel Industries of North America, Inc. (Carousel), to purchase three (3) years of maintenance for the University of Mississippi’s current phone system. This will provide ongoing support and maintenance to help ensure UM’s phone system remains operational. The Agreement is between Carousel Industries and MS-ITS on behalf of UM. A copy of the approval documents is included in the bound *June 21, 2018 Board Working File*.

**REAL ESTATE**

9. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the May 17, 2018 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 3.)

**LEGAL**

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

**ADMINISTRATION/POLICY**

11. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
  - a. **SYSTEM** – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On June 13, 2018, Commissioner Glenn F. Boyce approved the 2018-19 Traffic and Parking Regulations.

**HEALTH AFFAIRS  
COMMITTEE REPORT  
Wednesday, June 20, 2018**

The meeting was called to order by Chairman Ford Dye at approximately 2:00 p.m. The following items were discussed.

1. The Committee received an update on the Children’s of Mississippi Expansion project. **No action was taken.**
2. Executive Session  
On motion by Trustee Starr, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Starr, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:  
Discussion of two sets of strategic business plans related to a public hospital.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

**During Executive Session, the following matters were discussed:**

The Committee discussed the first set of strategic business plans related to a public hospital. **No action was taken.**

The Committee discussed the second set of strategic business plans related to a public hospital. **No action was taken.**

On motion by Trustee Starr, seconded by Trustee Lamar, with Trustee Ogletree absent and not voting, all trustees legally present and participating voted unanimously to return to open session.

3. By consensus, the Committee adjourned.

The following Committee members were present: Dr. Ford Dye (Chair), Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. Walt Starr. Others attending the meeting were: Dr. Steven Cunningham, Mr. Shane Hooper, Mr. Bruce Martin.

**FINANCE COMMITTEE REPORT**

Wednesday, June 21, 2018

The meeting was called to order by Chairman Tom Duff at approximately 8:30 a.m. The following items were discussed.

1. On motion by Trustee Duff, seconded by Trustee Ogletree, with Trustee Cunningham participating by phone, all trustees legally present and participating voted unanimously to approve the FY 2019 Operating Budgets.
2. On motion by Trustee Ogletree, seconded by Trustee Lamar, with Trustee Cunningham participating by phone, all trustees legally present and participating voted unanimously to approve the FY 2020 Proposed Funding Priorities.
3. By consensus, the Committee adjourned at approximately 10:00 a.m.

The following Committee members were present: Mr. Tom Duff (Chair), Dr. Steven Cunningham (by phone), Ms. Ann Lamar, Mr. Gee Ogletree, and Mr. Hal Parker. Others attending the meeting were: Dr. Ford Dye, Mr. Shane Hooper, Ms. Jeanne Luckey (by phone), Mr. Bruce Martin, Dr. Alfred McNair, Mr. Chip Morgan, and Dr. Walt Starr.

**ANNOUNCEMENTS**

- President Hooper announced that the Board does not plan to meet in July. Should a meeting become necessary, it will be done by teleconference if possible. The next Board meeting will be August 16, 2018 at the IHL Board Office in Jackson.
- President Hooper invited the university presidents to report on current activities on their campuses.
- Commissioner Glenn Boyce gave farewell remarks.

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

**EXECUTIVE SESSION**

On motion by Trustee Lamar, with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Dye, seconded by Trustee Lamar, with Trustees Martin, McNair, and Morgan absent and not voting and with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reason reported to the public and stated in these minutes, as follows:

Discussion of a litigation matter at one of the public universities.

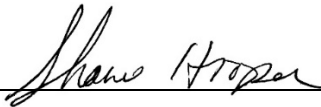
**During Executive Session, the following matter was discussed and voted upon:**

On motion by Trustee McNair, seconded by Trustee Starr, with Trustee Martin absent and not voting and with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers' Compensation Program Claim No. 55-37099-1 styled as *John Baker vs. MSU, et al.*, as recommended by counsel.

**On motion by Trustee Cunningham, seconded by Trustee Duff, with Trustee Martin absent and not voting and with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to return to Open Session.**

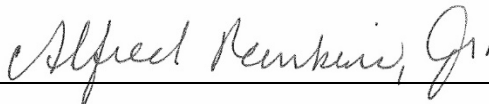
**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Duff, seconded by Trustee Lamar, with Trustee Martin absent and not voting and with Trustee Luckey participating by phone, all Trustees legally present and participating voted unanimously to adjourn the meeting.



---

President, Board of Trustees of State Institutions of Higher Learning



---

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 21, 2018**

**EXHIBITS**

- |                     |   |
|---------------------|---|
| Exhibit 1           | Approval for final reading of the proposed amendments to Board Policy 602<br>Freshman Admission Requirements for University System Institutions |
|                     |   |
| Composite Exhibit 2 | Fiscal year ending 2019 Operating Budgets for the system.   |
|                     |   |
| Exhibit 3           | FY 2020 proposed funding priorities for the 2019 Legislative Budget Requests  |
|                     |   |
| Exhibit 4           | Real Estate items that were approved by the IHL Board staff subsequent to the<br>June 21, 2018 Board meeting.                                   |
|                     |   |
| Exhibit 5           | Report of the payment of legal fees to outside counsel.   |

# EXHIBIT 1

June 21, 2018

## SYSTEM – APPROVAL FOR FINAL READING OF PROPOSED AMENDMENTS TO BOARD POLICY SECTION 602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

### 602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.

#### A. HIGH SCHOOL COURSE REQUIREMENTS BEGINNING WITH STUDENTS ENTERING IN FALL 2022

(College Preparatory Curriculum)

Subject Area	Required <sup>1</sup> Carnegie Units and Content/Remarks		Recommended <sup>2</sup> Carnegie Units and Content/Remarks	
English	4	<del>All Units</del> must require substantial communication skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.	4	<del>All Units</del> must require substantial communication skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.
Mathematics	<del>3</del> 4	Algebra I or its equivalent Math higher than Algebra I (2 units)	4	Algebra I or its equivalent Math higher than Algebra I (3 units)
Science	3	Biology I or its equivalent Science higher than Biology I (2 units)	4	Biology I or its equivalent Science higher than Biology I (3 units)
Social Studies	<del>3</del> 3½	<ul style="list-style-type: none"> <li><del>U.S. History</del></li> <li><del>World History</del></li> <li><del>U.S. Government (½ unit)</del></li> <li><del>Economics (½ unit) or Introduction to World Geography (½ unit)</del></li> </ul> <p><u>Units must include integrated courses of social sciences and humanities promoting civic competence</u></p>	4	<ul style="list-style-type: none"> <li><del>U.S. History</del></li> <li><del>World History</del></li> <li><del>U.S. Government (½ unit)</del></li> <li><del>Economics (½ unit)</del></li> <li><del>Introduction to World Geography (½ unit)</del></li> <li><del>Mississippi Studies (or state/local government course in any other state)</del></li> </ul> <p><u>Units must include integrated courses of social sciences and</u></p>

# EXHIBIT 1

June 21, 2018

Subject Area	Required <sup>1</sup> Carnegie Units and Content/Remarks		Recommended <sup>2</sup> Carnegie Units and Content/Remarks	
				<u>humanities promoting civic competence</u>
<b>Arts</b>	1	<i>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</i>	1	<i>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</i>
<b>Advanced Electives</b>	2	<ul style="list-style-type: none"> <li>• Option 1: Foreign Language I and Foreign Language II</li> <li>• Option 2: Foreign Language I <del>and</del> <u>Advanced World Geography one unit from Option 3</u></li> <li>• Option 3: <del>Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</del> <u>(1) Any combination of advanced electives above the required Carnegie units in: (a) English, math, science, computer science and/or (b) any Advanced Placement (AP), Academic or Career and Technical Dual Credit (DC), International Baccalaureate (IB) or Advanced International Certificate of Education (AICE) course. (2) Completion of any two-year Career and</u></li> </ul>	2	<ul style="list-style-type: none"> <li>• Option 1: Foreign Language I and Foreign Language II</li> <li>• Option 2: Foreign Language I <del>and</del> <u>Advanced World Geography one unit from Option 3</u></li> <li>• Option 3: <del>Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</del> <u>(1) Any combination of advanced electives above the required Carnegie units in: (a) English, math, science, computer science and/or (b) Advanced Placement (AP), Academic or Career and Technical Dual Credit (DC), International Baccalaureate (IB) or Advanced International Certificate of Education (AICE) course. (2) Completion of any two-year Career and</u></li> </ul>

# EXHIBIT 1

June 21, 2018

Subject Area	Required <sup>1</sup> Carnegie Units and Content/Remarks		Recommended <sup>2</sup> Carnegie Units and Content/Remarks	
		<u>Technical course may count as one unit.</u> <u>Example: completion of both Health Sciences I &amp; II will count as an advanced elective.</u>		<u>count as one unit.</u> <u>Example: completion of both Health Sciences I &amp; II will count as an advanced elective.</u>
<b><u>Technology or Computer Science</u></b>	$\frac{1}{2}$ <b><u>1</u></b>	<u>A technology course emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</u> <u>A computer science course emphasizes computational thinking to solve problems. Courses will involve the study of computers and algorithmic processes, including their principles, their hardware and software designs, their applications, and their impact on society and should include focus on one or more of the following core concepts: computing systems, networks and the internet, data and analysis, algorithms and programming, and impacts of computing. Course equivalent or additional advanced elective may be acceptable for non-Mississippi residents.</u>		
<b><u>Pre-High School Units</u></b>	<u>Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course.</u>			
<b><u>Substitutions</u></b>	<u>Advanced Placement (AP) and International Baccalaureate (IB) courses can be substituted for each requirement in the College Preparatory Curriculum. Advanced Placement (AP), International Baccalaureate (IB), Academic or Career Technical Dual Credit (DC), and Advanced International Certificate of Education (AICE) courses may be substituted for each requirement in the College Preparatory Curriculum</u>			
<b><u>Course Acceptance</u></b>	<u>A course may not be used to satisfy more than one requirement.</u>			
<b><u>Total Carnegie Units</u></b>	<b><u>16.5</u></b> <b><u>18 ½</u></b>		<b><u>19.5</u></b> <b><u>20</u></b>	

<sup>1</sup>High School Carnegie units **required for regular admission** to an IHL institution

<sup>2</sup>Recommended high school Carnegie units to enhance preparedness for college-level work

# EXHIBIT 1

June 21, 2018

The Required and Recommended College Preparatory Curricula (CPC) are approved by the IHL Board of Trustees, ~~and the IHL Office of Academic and Student Affairs maintains a complete list of courses that can be used to satisfy the CPC requirements.~~ The Mississippi Department of Education maintains the MDE Secondary Course Manual with CPC Classifications.

## HIGH SCHOOL COURSE REQUIREMENTS THROUGH SUMMER 2022

*The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.*

<b>The minimum <u>REQUIRED</u> CPC for full admission into a Mississippi public university is as follows:</b>	<b>The minimum <u>RECOMMENDED</u> CPC for full admission into a Mississippi public university is as follows:</b>
<b><u>English: 4 Carnegie units</u></b> <ul style="list-style-type: none"> <li>All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included.</li> </ul>	<b><u>English: 4 Carnegie units</u></b> <ul style="list-style-type: none"> <li>All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included.</li> </ul>
<b><u>Mathematics: 3 Carnegie units</u></b> <ul style="list-style-type: none"> <li>Algebra I or its equivalent</li> <li>Math higher than Algebra I (2 units)</li> </ul>	<b><u>Mathematics: 4 Carnegie units</u></b> <ul style="list-style-type: none"> <li>Algebra I or its equivalent</li> <li>Math higher than Algebra I (3 units)</li> </ul>
<b><u>Science: 3 Carnegie units</u></b> <ul style="list-style-type: none"> <li>Biology I or its equivalent</li> <li>Science higher than Biology I (2 units)</li> </ul>	<b><u>Science: 4 Carnegie units</u></b> <ul style="list-style-type: none"> <li>Biology I or its equivalent</li> <li>Science higher than Biology I (3 units)</li> </ul>
<b><u>Social Studies: 3 Carnegie units</u></b> <ul style="list-style-type: none"> <li>U.S. History</li> <li>World History</li> <li>U.S. Government (½ unit)</li> <li>Economics (½ unit) or Introduction to World Geography (½ unit)</li> </ul>	<b><u>Social Studies: 4 Carnegie units</u></b> <ul style="list-style-type: none"> <li>U.S. History</li> <li>World History</li> <li>U.S. Government (½ unit)</li> <li>Economics (½ unit)</li> <li>Introduction to World Geography (½ unit)</li> <li>Mississippi Studies (or state/local government course in any other state)</li> </ul>
<b><u>Arts: 1 Carnegie unit</u></b> <ul style="list-style-type: none"> <li>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</li> </ul>	<b><u>Arts: 1 Carnegie unit</u></b> <ul style="list-style-type: none"> <li>Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</li> </ul>
<b><u>Advanced Electives: 2 Carnegie units</u></b> <ul style="list-style-type: none"> <li>Option 1: Foreign Language I and Foreign Language II</li> <li>Option 2: Foreign Language I and Advanced World Geography</li> </ul>	<b><u>Advanced Electives: 2 Carnegie units</u></b> <ul style="list-style-type: none"> <li>Option 1: Foreign Language I and Foreign Language II</li> <li>Option 2: Foreign Language I and Advanced World Geography</li> </ul>

# EXHIBIT 1

June 21, 2018

The minimum <b>REQUIRED</b> CPC for full admission into a Mississippi public university is as follows:	The minimum <b>RECOMMENDED</b> CPC for full admission into a Mississippi public university is as follows:
<ul style="list-style-type: none"> <li>Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</li> </ul>	<ul style="list-style-type: none"> <li>Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</li> </ul>
<p><b>Technology: ½ Carnegie unit</b></p> <ul style="list-style-type: none"> <li>A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</li> </ul>	<p><b>Technology: ½ Carnegie unit</b></p> <ul style="list-style-type: none"> <li>A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</li> </ul>
<p><b>Total Carnegie units: 16½</b></p>	<p><b>Total Carnegie units: 19½</b></p>
<p><b>Notes:</b></p> <ul style="list-style-type: none"> <li><b>Pre-High School units:</b> Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course.</li> <li><b>Substitutions:</b> Advanced Placement (AP) and International Baccalaureate (IB) courses can be substituted for each requirement in the College Preparatory Curriculum.</li> <li><b>Course Acceptance:</b> A course may not be used to satisfy more than one requirement.</li> </ul>	

# COMPOSIT EXHIBIT 2



## Total Operating Budget FY 2019

	Appropriation	Generated	Budget	Percent Appropriation
Education & General	\$345,291,264	\$ 865,177,966	\$1,210,469,230	28.5%
Capital Funds	-	-	-	N/A
<b>Total E&amp;G</b>	<b>345,291,264</b>	<b>865,177,966</b>	<b>1,210,469,230</b>	<b>28.5%</b>
UMMC	158,489,701	1,543,077,621	1,701,567,322	9.3%
Agricultural	82,613,070	45,473,881	128,086,951	64.5%
Student Financial Aid	39,661,874	2,609,000	42,270,874	93.8%
Subsidiary	33,885,298	34,550,348	68,435,646	49.5%
Restricted	-	935,085,873	935,085,873	0.0%
Ayers	12,786,458	1,483,297	14,269,755	89.6%
Auxiliary	-	426,736,647	426,736,647	0.0%
Non-E&G Capital Funds	-	-	-	N/A
<b>Total Budget</b>	<b>\$672,727,665</b>	<b>\$3,854,194,633</b>	<b>\$4,526,922,298</b>	<b>14.9%</b>

# COMPOSIT EXHIBIT 2



## Total Operating Budget Original FY 2018 Compared to FY 2019

Budget	FY 2018	FY 2019	Dollar Change	Percent Change
Education & General	\$1,192,178,632	\$1,210,469,230	\$18,290,598	1.53%
Capital Funds	-	-	0	0%
<b>Total E&amp;G</b>	<b>1,192,178,632</b>	<b>1,210,469,230</b>	<b>18,290,598</b>	<b>1.53%</b>
UMMC	1,700,938,606	1,701,567,322	628,716	0.04%
Agricultural	127,593,607	128,086,951	493,344	0.39%
Student Financial Aid	40,550,346	42,270,874	1,720,528	4.24%
Subsidiary	67,930,031	68,435,646	505,615	0.74%
Restricted	938,087,183	935,085,873	(3,001,310)	-0.32%
Ayers	21,276,848	14,269,755	(7,007,093)	-32.93%
Auxiliary	417,469,878	426,736,647	9,266,769	2.22%
<b>Total Budget</b>	<b>\$4,506,025,131</b>	<b>\$4,526,922,298</b>	<b>\$20,897,167</b>	<b>0.46%</b>

# COMPOSIT EXHIBIT 2



## Education & General Operating Budget (Excludes Ayers Funds) FY 2018 and FY 2019

Institution	FY 2018	FY 2019	Change	Percent Change
ASU	\$45,441,122	\$46,748,705	\$1,307,583	2.88%
DSU	46,264,845	47,571,149	1,306,304	2.82%
JSU	104,563,915	100,728,751	(3,835,164)	-3.67%
MSU	355,122,767	363,711,375	8,588,608	2.42%
MUW	39,298,196	36,707,377	(2,590,819)	-6.59%
MVSU	30,676,067	31,675,157	999,090	3.26%
UM	372,160,612	384,170,788	12,010,176	3.23%
USM	198,414,108	197,118,928	(1,295,180)	-0.65%
<b>Total</b>	<b>\$1,191,941,632</b>	<b>\$1,208,432,230</b>	<b>\$16,490,598</b>	<b>1.38%</b>

Note: Does not include \$1.8 million deficit appropriation for JSU for School of Public Health or Ayers funding.

# COMPOSIT EXHIBIT 2



## Education and General Functional Budget Change in FY 2018 Original Budget to FY 2019

Functional Area	FY 2018	FY 2019	Dollar Change	Percent Change
Instruction	\$483,672,806	\$491,010,336	\$7,337,530	1.52%
Research	34,917,366	34,832,690	(84,676)	-0.24%
Public Service	5,306,782	5,131,335	(175,447)	-3.31%
Academic Support	116,047,710	118,026,376	1,978,666	1.71%
Student Services	69,222,966	70,834,230	1,611,264	2.33%
Institutional Support	130,133,722	133,975,630	3,841,908	2.95%
Operations & Maintenance	122,035,289	121,734,508	(300,781)	-0.25%
Scholarships	226,436,860	228,621,994	2,185,134	0.97%
Transfers	4,168,131	4,265,131	97,000	2.33%
<b>Total</b>	<b>\$1,191,941,632</b>	<b>\$1,208,432,230</b>	<b>\$16,490,598</b>	<b>1.38%</b>

# COMPOSIT EXHIBIT 2



## Education and General Major Object Category Budget Change in FY 2018 Original Budget to FY 2019

Category	FY 2018	FY 2019	Dollar Change	Percent Change
Personnel	\$759,138,979	\$774,824,502	\$15,685,523	2.07%
Travel	8,963,814	8,438,425	(525,389)	-5.86%
Contractual	371,351,638	372,646,901	1,295,263	0.35%
Commodities	19,287,913	18,653,434	(634,479)	-3.29%
Capital	15,783,268	15,351,453	(431,815)	-2.74%
Other	17,416,020	18,517,515	1,101,495	6.32%
<b>Total</b>	<b>\$1,191,941,632</b>	<b>\$1,208,432,230</b>	<b>\$16,490,598</b>	<b>1.38%</b>

# COMPOSIT EXHIBIT 2



## University of Mississippi Medical Center Operating Budget

FY 2018 Compared to FY 2019

Budget	FY 2018	FY 2019	Dollar Change	Percent Change
School of Dentistry	\$21,107,021	\$16,864,391	(\$4,242,630)	-20.10%
School of Health Related Professions	11,520,317	8,663,523	(2,856,794)	-24.80%
School of Medicine	180,715,872	162,154,471	(18,561,401)	-10.27%
School of Population Health	3,006,358	4,673,612	1,667,254	55.46%
School of Nursing	15,180,788	11,985,294	(3,195,494)	-21.05%
Service Area	197,914,898	228,367,249	30,452,351	15.39%
University Hospital	1,271,493,352	1,268,858,782	(2,634,570)	-0.21%
<b>Total Budget</b>	<b>\$1,700,938,606</b>	<b>\$1,701,567,322</b>	<b>\$628,716</b>	<b>0.04%</b>

Note: Auxiliary budget and restricted budget aggregated in the system presentation.

June 21, 2018

Finance Committee Agenda

# COMPOSIT EXHIBIT 2



## Agricultural Units Total Operating Budgets FY 2018 Compared to FY 2019

Budget	FY 2018	FY 2019	Dollar Change	Percent Change
ASU Agricultural Programs	\$6,190,694	\$6,317,732	\$127,038	2.05%
Agricultural & Forestry Experiment Station	31,495,797	31,963,461	467,664	1.48%
Mississippi Cooperative Extension	42,826,146	41,813,279	(1,012,867)	-2.37%
Forest & Wildlife Research Center	6,519,563	6,635,396	115,833	1.78%
College of Veterinary Medicine	40,561,407	41,357,083	795,676	1.96%
<b>Total Budget</b>	<b>\$127,593,607</b>	<b>\$128,086,951</b>	<b>\$493,344</b>	<b>0.39%</b>

# COMPOSIT EXHIBIT 2



## Subsidiary Units

(includes Executive Office, University Press & Student Financial Aid)

### Change in Total Operating Budget FY 2018 to FY 2019

Budget	FY 2018	FY 2019	Change	Percent Change
Urban Research Center	\$448,580	\$ 448,976	\$ 396	0.09%
Center for Advanced Vehicular Systems	4,426,458	4,430,484	4,026	0.09%
State Chemical Laboratory	2,158,513	2,160,361	1,848	0.09%
Water Resources Research Institute	357,031	357,031	-	0.00%
Stennis Institute	750,929	751,919	990	0.13%
Alcohol Safety Education Program (Special Funds)	1,584,488	1,784,244	199,756	12.61%
Law Research Institute	778,882	779,740	858	0.11%
Mineral Resources Institute	336,795	337,191	396	0.12%
Research Institute of Pharmaceutical Sciences	3,058,808	3,164,616	105,808	3.46%
Supercomputer	631,560	631,890	330	0.05%
Small Business Center	288,172	288,964	792	0.27%
Center for Manufacturing Excellence	2,567,961	2,709,149	141,188	5.50%
State Court Education Program (Special Funds)	1,574,512	1,621,680	47,168	3.00%
Mississippi Polymer Institute	587,625	588,087	462	0.08%
Gulf Coast Research Laboratory	9,687,669	9,884,281	196,612	2.03%
Stennis Center	311,564	311,762	198	0.06%
Executive Office	28,560,101	28,332,529	(227,572)	-0.80%
Student Financial Aid	40,550,346	42,270,874	1,720,528	4.24%
University Press	2,836,795	2,850,362	13,567	0.48%
<b>Total</b>	<b>\$101,496,789</b>	<b>\$103,704,140</b>	<b>\$2,207,351</b>	<b>2.17%</b>

June 21, 2018

Finance Committee Agenda

# COMPOSIT EXHIBIT 2



## Auxiliary Unit Operating Budgets FY 2019

Compared to FY 2018 Original

Institution	FY 2018	FY 2019	Change	Percent Change
Alcorn State University	\$14,889,060	\$15,573,948	\$684,888	4.60%
Delta State University	10,250,390	10,354,390	104,000	1.01%
Jackson State University	39,250,954	36,671,855	(2,579,099)	-6.57%
Mississippi State University	113,104,300	118,420,755	5,316,455	4.70%
Mississippi University for Women	5,243,802	5,450,048	206,246	3.93%
Mississippi Valley State University	9,400,000	9,500,000	100,000	1.06%
University of Mississippi	151,645,104	158,386,597	6,741,493	4.45%
University of Southern Mississippi	67,021,579	68,327,630	1,306,051	1.95%
UMMC	6,664,689	4,051,424	(2,613,265)	-39.21%
<b>Total Auxiliaries</b>	<b>\$417,469,878</b>	<b>\$426,736,647</b>	<b>\$9,266,769</b>	<b>2.22%</b>

# EXHIBIT 3



## Budget Request Summary FY 2020 Compared to FY 2019 Original

Budget	FY 2019	FY 2020	Difference	Percent
Campus Budgets	\$345,291,264	\$388,573,400	\$43,282,136	12.53%
Mission Network	-	1,500,000	1,500,000	100.00%
Capital Appropriations	-	11,000,000	11,000,000	100.00%
Total E&G Appropriations	345,291,264	401,073,400	55,782,136	16.16%
Subsidiaries	34,938,756	36,551,514	1,612,758	4.62%
Agricultural Units	82,613,070	89,346,974	6,733,904	8.15%
UMMC	158,489,701	188,754,483	30,264,782	19.10%
Ayers	11,733,000	6,733,000	(5,000,000)	-42.61%
Student Financial Aid (a)	39,661,874	39,661,874	-	0.00%
<b>Grand Total</b>	<b>\$672,727,665</b>	<b>\$762,121,245</b>	<b>\$89,393,580</b>	<b>13.29%</b>
IHL Budgets	633,065,791	722,459,371	89,393,580	14.12%

(a) This appropriation request is approved by the Postsecondary Board. This Board has not yet acted on an appropriation request for FY 2020.  
June 21, 2018 Finance Committee Agenda

# EXHIBIT 4

June 21, 2018

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE MAY 17, 2018 BOARD MEETING SUBMISSION DEADLINE**

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

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

### **ALCORN STATE UNIVERSITY**

1. **ASU– GS 101-297 – Technology Classroom Building**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Rebid**

Board staff approved the Rebid as submitted by Allred Architectural Group.

Approval Status & Date: APPROVED, May 24, 2018

Project Initiation Date: June 20, 2013

Design Professional: Allred Architectural Group

General Contractor: TBD

Total Project Budget: \$21,000,000.00

### **DELTA STATE UNIVERSITY**

2. **DSU– GS 102-262 – Young-Mauldin Renovation**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$22,566.00 and fourteen (14) additional days to the contract of Diversified Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 15, 2018

Change Order Description: Change Order #2 includes the following items: credit issued for the elimination of galvanized drain pans; added a finish floor clean out for the new grease waste line; performed mold remediation services; and fourteen (14) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$91,997.00.

# EXHIBIT 4

June 21, 2018

Project Initiation Date: October 16, 2014  
Design Professional: Burris/Wagnon Architects, P.A.  
General Contractor: Diversified Construction Services, Inc.  
Total Project Budget: \$9,180,791.00

## JACKSON STATE UNIVERSITY

### 3. **Walter Payton Center Project & Athletic Assembly Center Exterior Renovations**

#### **Approval Request #1: Initiation Under \$1M**

Board staff approved Initiation of the Walter Payton Center Project & Athletic Assembly Center Exterior Renovations project under \$1M. The funding source was provided by Title 3 Grant Funds.

Approval Status & Date: APPROVED, May 30, 2018

Project Initiation Date: May 30, 2018

Design Professional: Durrell Design Group, PLLC.

General Contractor: TBD

Total Project Budget: \$760,000.00

## MISSISSIPPI STATE UNIVERSITY

### 4. **MSU– GS 105-345 (GC 003) – Classroom Building with Parking - Landscape**

#### **NOTE: This is a Bureau of Building project**

#### **Approval Request #1: Change Order #1**

Board staff approved Change Order #1 in the amount of \$52,172.72 and eighty-five (85) additional days to the contract of Stewart Environmental Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 24, 2018

Change Order Description: Change Order #1 includes the following items: provided sleeves and sleeve boring; provided additional ground cover, sod, river gravel and river stone; installation of one (1) 1.5” electric valve and one (1) 1: electric valve; installation of fifteen (15) spray heads; installation of irrigation piping; and eighty-five days to the contract.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$52,172.72.

Project Initiation Date: February 18, 2016

Design Professional: Belinda Stewart Architects, P.A.

General Contractor: Stewart Environmental Construction, Inc.

Phased Project Budget: 345,000.00

Total Project Budget: \$41,314,339.00

# EXHIBIT 4

June 21, 2018

5. **MSU – GS 105-355 – Engineering and Science Complex (Engineering Bldg.)**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Eley Guild Hardy Architects.

Approval Status & Date: APPROVED, May 24, 2018

**Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 24, 2018

Project Initiation Date: August 21, 2014

Design Professional: Eley Guild Hardy Architects

General Contractor: TBD

Total Project Budget: \$34,000,000.00

6. **MSU – GS 113-136 – Meat Science Laboratory**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Change Order #6**

Board staff approved Change Order #6 in the amount of \$68,995.70 and sixty-eight (68) additional days to the contract of Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 16, 2018

Change Order Description: Change Order #6 includes the following items: modifications made to the smokehouse room; and sixty-eight (68) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; and days for work as indicated herein.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$132,164.85.

Project Initiation Date: October 17, 2013

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: Construction Services, Inc.

Total Project Budget: \$8,200,000.00

7. **MSU – GS 113-141, Phase II – ADS & Poultry Complex**

**NOTE: This is a Bureau of Building project**

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$11,054,000.00 to the apparent low bidder, Amason & Associates, Inc.

Approval Status & Date: APPROVED, May 16, 2018

Project Initiation Date: August 17, 2017

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Phased Project Budget: \$13,000,000.00

Total Project Budget: \$27,500,000.00

# EXHIBIT 4

June 21, 2018

8. **MSU– IHL 205-279 – Addition & Renovation to Dudy Noble Field**

**Approval Request #1: Change Order #7**

Board staff approved Change Order #7 in the amount of \$196,689.27 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, May 9, 2018

Change Order Description: Change Order #7 includes the following items: Adjust to steel raker beams; parapet revisions for APC connections; revision to precast base cavity; added recessed sprinkler heads; demolished & replaced the existing Lakeview Drive sidewalk; revisions to the site lighting along Lakeview Drive with gooseneck fixtures on pilasters; steel supports added to the air handling unit above the Omaha Club; added additional sod at the Lakeview Drive inlets; revisions made to the heaters in the centerfield building unit; redesigned the view level brick relief angle; added home bullpen lights; added a center field camera platform gate; added netting behind the home bullpen at berm; lowered the home bullpen fence; re-routed SPS upper deck bowl drains; added brick & precast support angles at the home plate entry; added lexan screen at the visitors bullpen; added additional composite decking at the back of the right field lounges between the concrete piers; revised the framing & railings to 4B lounges; revised the grading & railings at the left field berm; relocated the gas meter from the west side of the project to the south side; added a clearcoat finish on the batter's eye; reduced the length of the highway guard rail & provided a powder-coated rail in lieu of galvanized; added an outfield MV switch gravel apron; and installed a grab rail for area A lower bowl aisle.

Change Order Justification: These changes are due to errors & omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: Seven (7) change orders for a total amount of \$1,570,830.52.

Project Initiation Date: May 21, 2015

Design Professional: Wier Boerner Allin Architects, PLLC

General Contractor: Jesco, Inc.

Total Project Budget: \$55,000,000.00

9. **MSU– IHL 205-285A – Chilled Water Loop Upgrade**

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$3,703,000.00 to the apparent low bidder, Brislin, Inc.

Approval Status & Date: APPROVED, May 16, 2018

Project Initiation Date: August 17, 2017

Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers

General Contractor: Brislin, Inc.

Total Project Budget: \$5,000,000.00

10. **MSU – IHL 205-290 – Painting and Carpeting of Ruby Hall**

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$1,395,300.00 to the apparent low bidder, Ralph McKnight & Son Construction, Inc.

# EXHIBIT 4

June 21, 2018

Approval Status & Date: APPROVED, June 7, 2018  
Project Initiation Date: March 5, 2018  
Design Professional: Architecture South P. A.  
General Contractor: Ralph McKnight & Son Construction, Inc.  
Total Project Budget: \$1,597,740.00

## MISSISSIPPI VALLEY STATE UNIVERSITY

### 11. MVSU – GS 106-253 – College Hall I Renovation

#### **Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$7,177,000.00 to the apparent low bidder, Century Construction Group, Inc.

Approval Status & Date: APPROVED, June 7, 2018  
Project Initiation Date: May 15, 2014  
Design Professional: Pryor & Morrow Architects and Engineers  
General Contractor: Century Construction Group, Inc.  
Phased Project Budget: \$8,033,884.89  
Total Project Budget: \$9,250,000.00

## UNIVERSITY OF MISSISSIPPI

### 12. UM– GS 107-317 – Johnson Commons East Renovation

#### **NOTE: This is a Bureau of Building project**

#### **Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$207,447.29 and one hundred thirty-one (131) additional days to the contract of Legacy Construction Services. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 24, 2018  
Change Order Description: Change Order #2 includes the following items: revisions made to the ceiling at the NE parlor; revisions made at the first floor; made electrical changes/revisions from the walk-thru; added VFD's; cut in a door in an existing wall; credit issued for deletion of sound batt insulation; reused and reversed the swing of a door; installed acoustical walls at the mechanical mezzanine; added four (4) automatic door openers at restrooms; added two (2) rolling coat cabinets; installed a projector shelf and nook; replaced patterned glass with clear glass; installed duct damper access platforms at a banquet room; added soffits/furr downs in an administrative office, a study room; and one hundred thirty-one (131) days to the contract.  
Change Order Justification: These changes were necessary due to changes in requirements of recommendations by governmental agencies; errors and omissions in the plans & specifications; latent job site conditions; user/owner requested modifications; and days for work as indicated herein.

# EXHIBIT 4

June 21, 2018

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$230,264.31.

Project Initiation Date: November 15, 2012

Design Professional: Belinda Stewart Architects, P.A.

General Contractor: Legacy Construction Services

Total Project Budget: \$8,300,000.00

## 13. **UM– IHL 207-435 – Guyton Drive Modifications**

### **Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$3,412.00 and zero (0) additional days to the contract of DC Services, LLC.

Approval Status & Date: APPROVED, June 7, 2018

Change Order Description: Change Order #3 includes the following items: placed all electrical connections for light pole bases on a single circuit.

Change Order Justification: This change was a user/owner requested modification.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$22,835.06.

Project Initiation Date: May 18, 2017

Design Professional: A2H, PLLC

General Contractor: DC Services, LLC

Total Project Budget: \$1,257,400.00

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

## 14. **UMMC– IHL 209-555 - Children's of Mississippi Expansion**

### **Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, May 4, 2018

Change Order Description: Change Order #2 includes the following items: a temporary power meter was added; electrical fittings were provided for the temporary power outage; additional sitework was done; and subcontractor's material escalation.

Justification: These changes were necessary for the temporary power outage required to install the new transformer; additional site work due to relocating the new road to the south; and material escalation caused by the recent tariff activities beyond the contractor's control.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$0.00.

Project Initiation Date: April 21, 2016

Design Professional: HDR Architecture

General Contractor: Brasfield & Gorrie General Contractors

Total Project Budget: \$180,000,000.00

# EXHIBIT 4

June 21, 2018

## 15. UMMC– IHL 209-559 – School of Population Health

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Foil Wyatt Architects Planners, PLLC.

Approval Status & Date: APPROVED, May 9, 2018

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 9, 2018

Project Initiation Date: May 18, 2017

Design Professional: Foil Wyatt Architects Planners, PLLC

General Contractor: TBD

Total Project Budget: \$5,000,000.00

## 16. UMMC– IHL 209-561 – Campus HVAC Upgrades FY 2018

### **Approval Request #1: Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Engineering Resource Group.

Approval Status & Date: APPROVED, May 29, 2018

Project Initiation Date: October 19, 2017

Design Professional: Engineering Resource Group

General Contractor: TBD

Total Project Budget: \$5,577,000.00

## UNIVERSITY OF SOUTHERN MISSISSIPPI

## 17. USM– GS 108-281 – Greene Hall Renovations

**NOTE: This is a Bureau of Building project**

### **Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$4,204.33 and zero additional days to the contract of B.W. Sullivan Building Contractor.

Approval Status & Date: APPROVED, May 29, 2018

Change Order Description: Change Order #3 includes the following items: installed additional receptacles and an automatic lighting control.

Change Order Justification: These changes were modifications requested by the user/owner.

Total Project Change Orders and Amount: Three (3) change orders for a total credit amount of \$385,431.30.

Project Initiation Date: September 18, 2014

Design Professional: Allred Architectural Group

General Contractor: B.W. Sullivan Building Contractor

Total Project Budget: \$13,000,000.00

# EXHIBIT 5

June 21, 2018

## SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

### **Legal fees approved for payment to outside counsel in relation to litigation and other matters:**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 10/1/17) from the funds of Alcorn State University. (This statement, in the amount of \$11.70, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 11.70**

Payment of legal fees for professional services rendered by the Brunini (statement dated 5/21/18) from the funds of Mississippi State University. (This statement, in the amount of \$375.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 375.00**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 5/1/18) from the funds of Mississippi State University. (This statement, in the amount of \$2,000.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 2,000.00**

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 5/4/18) from the funds of Mississippi State University. (This statement, in the amount of \$6,454.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 6,454.00**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 4/6/18) from the funds of the University of Mississippi. (This statement, in the amount of \$7,699.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 7,699.50**

Payment of legal fees for professional services rendered by Baker Donelson (statement dated 3/7/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$41,520.94, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 41,520.94**

# EXHIBIT 5

June 21, 2018

Payment of legal fees for professional services rendered by Butler Snow (statements dated 3/12/18, 3/12/18, 3/13/18, 4/11/18, and 4/18/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$236.00, \$295.00, \$4,288.48, \$737.50, and \$12,189.38, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 17,746.36**

Payment of legal fees for professional services rendered by Hogan Lovells US, LLP (statements dated 3/28/18 and 3/29/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,336.50 and \$11,583.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 12,919.50**

Payment of legal fees for professional services rendered by Stites & Harbison PLLC (statements dated 3/28/18, 3/28/18, 3/28/18, 3/28/18, 4/18/18, 4/18/18, 4/18/18, and 4/18/18,) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$470.00, \$710.00, \$38.00, \$38.00, \$1,142.00, \$598.00, \$38.00, and \$180.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,214.00**

Payment of legal fees for professional services rendered by Watkins and Eager, PLLC (statement dated 4/24/18) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$4,735.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,735.50**

Payment of legal fees for professional services rendered by Whitfield Law Group, PLLC (statements dated 3/8/18, 3/9/18, and 4/4/18) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$14,058.80, \$7,753.80, and \$7,281.80, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 29,094.40**

Payment of legal fees for professional services rendered by Butler Snow (statements dated 4/16/18 and 5/9/18) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$1,180.00 and \$472.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,652.00**

# EXHIBIT 5

June 21, 2018

## **Legal fees approved for payment to outside counsel in relation to intellectual property matters:**

Payment of legal fees for professional services rendered by Armstrong Teasdale (two statements, each dated 1/31/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Systems and Methods for Detecting Transient Acoustic Signals" - \$36.54 and "Systems and Methods for Detecting Transient Acoustic Signals" - \$740.98)

**TOTAL DUE.....\$ 777.52**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 1/26/18, 2/1/18, 2/2/18, 2/7/18 and 2/12/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Compositions Containing Delta-9-THC-Amino Acid Esters and Process Preparation" - \$904.89; "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - \$1,088.00; "High Molecular Weight Polysaccharide Fraction from Aloe Vera with Immunostimulatory Activity" - \$2,100.00; "Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation" - \$1,100.00; and "Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation" - \$655.07, respectively.)

**TOTAL DUE.....\$ 5,847.96**

Payment of legal fees for professional services rendered by Stites & Harbison (two statements, each dated 1/31/18) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Compositions containing highly purified Amphotericin B" - \$493.00; and "Gas separating membranes" - \$180.00.)

**TOTAL DUE.....\$ 673.00**