

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
August 17, 2017**

BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 22, 2016, to each and every member of said Board, said date being at least five days prior to this August 17, 2017 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 (by phone), Dr. Douglas Rouse, Mr. C.D. Smith and Dr. J. Walt Starr. The meeting was called to order by C.D. Smith, President, and opened with prayer by Trustee Lamar.

INTRODUCTION OF GUESTS

- President Smith welcomed the Student Government Association Officers: Ashley Griffin, SGA President at Delta State University; Layton Little, SGA President at Mississippi State University; Edgar Meyer, SGA President at the University of Mississippi Medical Center; and Cameron Cloud, SGA President at the University of Southern Mississippi.
- Dr. William Bynum, President of Jackson State University, introduced his new team Dr. Ivory Nelson, Interim Provost; Dr. Deborah Mayes Jackson, Chief of Staff; Dr. Joseph Whittaker, Associate Provost; and Mr. Thomas Hudson, Special Assistant to the President.
- Dr. Rodney Bennett, President of the University of Southern Mississippi, announced that his long-time executive assistant, Polly Odom, recently retired. He introduced Ms. Latouisha Wilson, who has taken her place.

PRESENTATION

- Commissioner Glenn Boyce and Dr. Casey Turnage, Director of Policy and Strategic Initiatives at IHL, provided an update on the Complete 2 Compete program which launched its website on August 15, 2017.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Lamar, with Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on June 15, 2017.

CONSENT AGENDAS

Upon the request of Trustee Perry, agenda items #44, #45, and #46 on the Real Estate Consent Agenda were moved to the Real Estate Regular Agenda, and agenda item #52 on the Legal Consent Agenda was moved to the Legal Regular Agenda. On motion by Trustee Lamar, seconded by Trustee Duff, with

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Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas, as amended.

ACADEMIC AFFAIRS

1. **MSU** – Approved the request to offer the following academic programs:
 - a. Master of Physician Assistant Studies (CIP 51.0921)
 - b. Bachelor of Science in General Studies (Complete 2 Compete) (CIP 24.0102)
2. **USM** – Approved the new academic units for the reorganization of academic affairs as shown below. This reorganization will reduce administrative costs and promote additional efficiencies through more integrated and collaborative structures. The reorganization allows USM to leverage existing strengths in scholarly activity and instruction by reducing barriers to internal collaboration among faculty. No new funding is requested as existing unit budgets will provide adequate support.

Schools

a. **College of Arts and Sciences**

Center for Science and Math Education

Department of Aerospace Studies (no majors)

Department of Military Science (no majors)

1. School of Biological, Environmental, and Earth Sciences
 - Department of Ecology and Organismal Biology
 - Department of Geography and Geology
 - Department of Cell and Molecular Biology
 - Department of Medical Laboratory Science
2. School of Communication
 - Department of Communication Studies
 - Department of Journalism, Public Relations, and Advertising (Including programs in Entertainment Industry and Film)
3. School of Computing Sciences and Computer Engineering
4. School of Construction and Design
5. School of Criminal Justice, Forensic Science, and Security
6. School of Humanities
 - Department of English
 - Department of History
 - Department of Philosophy and Religion
7. School of Interdisciplinary Studies and Professional Development
 - Department of Continuing Education (non-degree certificates, Continuing Education Credits [CEUs], and workforce and professional training)
 - Department of Human Capital Development
 - Department of Interdisciplinary Studies (including interdisciplinary minors, University Foundations coursework, and the Exploratory Studies Program)
8. School of Mathematics and Natural Sciences
 - Department of Chemistry and Biochemistry
 - Department of Mathematics
 - Department of Physics and Astronomy
9. School of Music

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10. School of Ocean Science and Engineering
 - Department of Marine Science
 - Department of Coastal Sciences
11. School of Performing and Visual Arts
 - Department of Art & Design
 - Department of Dance
 - Department of Theatre
12. School of Polymer Science and Engineering
13. School of Social Science and Global Studies
 - Department of Anthropology and Sociology
 - Department of Economics and International Development
 - Department of Political Science and Legal Studies
 - Department of World Languages
- b. College of Business and Economic Development**
 1. School of Accountancy
 - Accounting
 - MPA
 2. School of Finance
 - Economic Development (Including CLTT)
 - Finance (Including Real Estate, Statistics, Information Systems, BA courses, Business Law, Ethics)
 3. School of Management
 - General Business
 - Management
 - Entrepreneurship
 - International Business
 - MBA
 4. School of Marketing
 - Marketing
 - Merchandising
 - Health Care Marketing
 - Hospitality and Tourism Management
 - Sport Management
- c. College of Education and Human Sciences**
 1. School of Child and Family Sciences
 2. School of Education
 - Department of Curriculum and Instruction
 - Department of Special Education
 - Department of Educational Research and Administration
 3. School of Kinesiology and Nutrition
 - Department of Kinesiology
 - Department of Nutrition and Food Systems
 4. School of Psychology
 5. School of Social Work

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d. College of Nursing and Health Professions

1. School of Health Professions
Department of Public Health
Department of Rehabilitation Sciences
2. School of Leadership and Advances Nursing Practice
3. School of Professional Nursing Practice
4. School of Speech and Hearing Science

Departments

e. College of Arts and Sciences

1. Department of Ecology and Organismal Biology
2. Department of Cell and Molecular Biology
3. Department of Continuing Education

f. College of Education and Human Sciences

1. Department of Curriculum and Instruction
2. Department of Special Education
3. Department of Kinesiology

g. College of Nursing and Health Professions

1. Department of Rehabilitation Sciences

3. SYSTEM - Approved the academic unit modifications as follows.

Reorganize and Name

- a. **USM** - Reorganize the Department of Political Science, International Development and International Affairs, and all associated programs and name the new units the Department of Economics and International Development and the Department of Political Science and Legal Studies.

Rename

- b. **MUW** – Rename the College of Nursing and Speech-Language Pathology the College of Nursing and Health Sciences.
- c. **USM** – Rename the following units:
 1. The School of Mass Communication and Journalism to the Department of Journalism, Public Relations, and Advertising.
 2. The Department of Foreign Languages and Literatures to the Department of World Languages.

Reorganize

- d. **USM** – Reorganize the following units:

College of Arts and Sciences

1. Four units and all associated programs in the Department of Ecology and Organismal Biology; the Department of Cell and Molecular Biology; the Department of Geography and Geology; and the Department of Medical Laboratory Science to the School of Biological, Environmental, and Earth Sciences under the College of Arts and Sciences
2. Center for Science and Math Education to the College of Arts and Sciences
3. Department of Aerospace Studies to the College of Arts and Sciences
4. Department of Military Science to the College of Arts and Sciences
5. School of Music to the College of Arts and Sciences

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6. Department of Communication Studies and Department of Journalism, Public Relations, and Advertising, and all associated degree programs to the School of Communication under the College of Arts and Sciences
7. Three units, and all associated programs in the Department of Philosophy and Religion, the Department of English, and the Department of History to the School of Humanities under the College of Arts and Sciences
8. Three units, and all associated programs in the Department of Continuing Education, the Department of Human Capital Development, and the Department of Interdisciplinary Studies to the School of Interdisciplinary Studies and Professional Development under the College of Arts and Sciences
9. Three units and all associated programs in the Department of Chemistry and Biochemistry; the Department of Mathematics; and the Department of Physics and Astronomy to the School of Mathematics and Natural Sciences in the new College of Arts and Sciences
10. Three units, and all associated programs in the Department of Art & Design, the Department of Dance, and the Department of Theatre to the School of Performing and Visual Arts in the College of Arts and Sciences
11. Four units, and all associated programs in the Department of Anthropology and Sociology, the Department of Economics and International Development, the Department of Political Science and Legal Studies, and the Department of World Languages to the School of Social Science and Global Studies in the College of Arts and Sciences

College of Business and Economic Development

1. School of Accountancy and all associated programs under the College of Business and Economic Development
2. Department of Economic Development, Tourism, and Sport Management's programs and move the Master of Science in Economic Development to the School of Finance under the new College of Business and Economic Development
3. Department of Economic Development, Tourism, and Sport Management's programs and move the Bachelor of Science in Business Administration in Sport Management, Master of Science in Sport Management, and the Bachelor of Science in Business Administration in Tourism to the School of Marketing under the new College of Business and Economic Development

College of Education and Human Sciences

1. Three departments and all associated programs in the Department of Educational Research and Administration; the Department of Curriculum and Instruction, and the Department of Special Education to the School of Education under the College of Education and Human Sciences
2. School of Kinesiology's programs: Bachelor of Science in Kinesiology (Exercise Science), Bachelor of Science in Kinesiology (Physical Education Licensure), Master of Science in Kinesiology, Doctor of Philosophy in Kinesiology, Bachelor of Science in Sport Coaching Education, and Master of Science in Sport Coaching Education to the Department of Kinesiology under the College of Education and Human Sciences

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3. Two units and associated programs in the Department of Kinesiology and the Department of Nutrition and Food Systems to the School of Kinesiology and Nutrition under the new College of Education and Human Sciences
4. School of Library and Information Science and all associated programs under the College of Education and Human Sciences
5. School of Social Work and all associated programs under the College of Education and Human Sciences

College of Nursing and Health Professions

1. School of Kinesiology's programs: Bachelor of Science in Kinesiology in Kinesiotherapy, Bachelor of Science in Athletic Training, and Bachelor of Science in Recreation to the Department of Rehabilitation Sciences in the School of Health Professions under the College of Nursing and Health Professions.
2. Units and all associated programs in the Department of Public Health and the Department of Rehabilitation Sciences under the College of Nursing and Health Professions

Reorganize and Rename

- e. **USM** – Reorganize and rename the following units:

College of Arts and Sciences

1. Reorganize the Department of Biological Sciences, and all associated programs, and rename the new units Department of Ecology and Organismal Biology: and Department of Cell and Molecular Biology
2. Rename the School of Computing the School of Computing Sciences and Computer Engineering and reorganize under the new College of Arts and Sciences
3. Rename the School of Construction the School of Construction and Design and reorganize under the new College of Arts and Sciences
4. Rename the School of Criminal Justice the School of Criminal Justice, Forensic Science, and Security and reorganize under the new College of Arts and Sciences
5. Rename the School of Mathematics the School of Mathematics and Natural Sciences and reorganize under the new College of Arts and Sciences
6. Rename the School of Ocean Science Technology the School of Ocean Science and Engineering and reorganize under the new College of Arts and Sciences
7. Rename the School of Polymer Science and High Performing Materials the School of Polymer Science and Engineering and reorganize under the College of Arts and Sciences

College of Business and Economic Development

1. Reorganize the Department of Finance, Real Estate, and Business Law and rename the unit School of Finance in the new College of Business and Economic Development
2. Reorganize the Department of Management and International Business and rename the unit School of Management in the new College of Business and Economic Development
3. Reorganize the Department of Marketing and Merchandising and rename the unit School of Marketing in the new College of Business and Economic Development

College of Education and Human Sciences

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1. Rename the Department of Child and Family Studies the School of Child and Family Sciences; and reorganize the unit and all associated programs under the College of Education and Human Sciences
2. Rename the Department of Psychology the School of Psychology; and reorganize the unit and all associated programs under the College of Education and Human Sciences
3. Reorganize the Department of Curriculum Instruction and Special Education and rename the new units: Department of Curriculum and Instruction, and Department of Special Education

College of Nursing and Health Professions

1. Rename the Department of Speech and Hearing Sciences the School of Speech and Hearing Sciences; and reorganize the unit and all associated programs under the College of Nursing and Health Professions
2. Rename the Department of Collaborative Nursing Care to the title School of Professional Nursing Practice; and reorganize the unit and all associated programs under the College of Nursing and Health Professions

Consolidate and Rename

- f. **USM** – Consolidate two units and all associated programs in the Department of Advanced Practice and the Department of Systems Leadership and Health Outcomes and rename the new unit School of Leadership and Advanced Nursing Practice under the College of Nursing and Health Professions

Delete

- g. **USM** – Delete the following units:
 1. School of Kinesiology
 2. Department of Economic Development, Tourism, and Sport Management
4. **SYSTEM** – Approved for final reading new Board Policy 521 Adult Degree Completion Program. (See Exhibit 1.)

FINANCE

5. **EXECUTIVE** – Approved the request to enter into a service agreement with DTG Holdings, Inc. d/b/a Access Receivables Management to collect debt owed on state forgivable loans administered by the Mississippi Office of Student Financial Aid. This agreement allows for the management and collection of accounts that meet the criteria for “bad debt” and have been deemed uncollectable by standard institutional billing practices. The initial term of this agreement shall be for a period of one (1) year from the date of the agreement with the option to renew for additional one-year periods up to a total of five (5) years. No Student Financial Aid funds will be expended to cover the cost of collection by Access Receivables Management. Rather, the Office utilizes a collections approach known as borrower-paid collection costs. Each forgivable loan contract stipulates that if a forgivable loan account is placed with a collection agency, the borrower is responsible for paying principle, interest, and the collection commission. All monies paid to Access Receivables Management for services rendered will be paid out of the monies collected over and above the amount due and owing to the state. The contract reflects borrower-paid collection commissions of 22% for first referrals and 28% for second referrals. These rates are the same as those used by the current collectors and are aligned with industry standards and norms. Only second referral accounts will be placed initially. It is estimated that 33% of all second referral accounts, valued

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at \$10,547,821 will be placed with Access Receivables Management in the first year of this agreement. Access Receivables Management projects an 8.7% recovery rate, which is considerably higher than the recovery rate of the existing collectors as demonstrated in the chart below. Such a recovery rate would net \$917,660 in collections. At the second referral commission rate of 28%, such collections would result in \$256,945 borrower-paid collection commission to be returned to Access Receivables Management. The total estimated amount over five (5) years would be \$1,284,725. 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 agreement with E and H Holdings, LLC for the provision of armed and trained security services at JSU residential housing facility, University Pointe. The term of the agreement is nine (9) months, September 1, 2017 through May 31, 2018. JSU will issue a competitive procurement if these services are required after May 31, 2018. The total estimated cost of the agreement is \$382,200. 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.
7. **JSU** – Approved the request to enter into a 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 2017 through August 2018. The program runs from September 2017 through August 2018. 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.
8. **MSU** – Approved an amendment to the professional services contract between Mississippi State University on behalf of its Office of Nutrition Education (ONE) and Frontier Strategies, LLC, for the purposes of (1) renewing the agreement for a period of one (1) year and (2) assigning the ownership of all documents, files, reports and work papers and working documents, electronic or otherwise created by Contractor in connection with the agreement to the university. The original contract term commenced on July 6, 2017. With this amendment, the expiration date for the agreement will change from September 30, 2017 to September 30, 2018. The start date of the amendment is October 1, 2017. The total contract amount is \$1,750,000. Payment will be issued on a monthly basis upon receipt of invoices based on actual services rendered. The contract and addendum are funded by a subgrant between the Mississippi Department of Human Services (MDHS), the university, and the Office of Nutrition Education. The funding source for the subgrant is the United States Department of Agriculture (USDA). The funding for this agreement was approved by USDA in May 2017 and the subgrant between the university and MDHS was signed on July 5, 2017. 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. **MSU** – Approved the request to enter into a lease with Oktibbeha County Economic Development Authority which will include prepayment for services in accordance with Board Policy 707.03 Approval of Prepayment for Goods and Services. The term of the agreement is thirty-four (34) months, September 1, 2017 through June 30, 2020. The yearly lease contract amount is \$227,465.44 and the yearly common space is \$2,278.52 for a total yearly cost of \$229,743.96. The total cost for the thirty-four (34) month contract term is \$650,941.22. Externally funded grants

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and contracts awarded to the Social Science Research Center at Mississippi State University. 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. **MUW** – Approved the request to enter into a services contract with Accademia dell'Arte (ADA) for its students currently enrolled in the Master of Fine Arts (MFA) in Physical Theatre in Arezzo, Italy for instruction/learning space for students involved in the MFA, including the classrooms and academic instruction by the ADA faculty. This agreement sets forth the responsibilities of the parties to ensure continued academic oversight by MUW and addresses specific payment terms to the ADA for the services they will provide. The term of this agreement will be for Fall 2017 through Fall 2018. The Agreement will commence on the effective date of the contract and covers Cohorts IV and V and will expire in the Fall 2018 with the completion of Cohort V's final semester. The amount of the contract shall not exceed \$424,741.16. The amount is dependent on the number of students enrolled each year in the program and the net tuition each student owes MUW. MUW will pay ADA tuition charged for each enrolled student in the MFA Program, minus any scholarships applied to each student's account, within 45 days of MUW's receipt of the tuition funds. MUW will also withhold \$1,500 per student (\$750 per Fall and Spring Semester, where applicable) for a processing fee. The agreement will be funded by student tuition and fees of students enrolled in the program. 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. **MVSU** – Approved the request to modify a sponsorship agreement with Bottling Group, LLC and/or respective subsidiaries collectively comprising Pepsi Beverages Company, specifically paragraph 7(D) Rebates. The amendment will allow the university to receive rebates on all cases of single-serve packaged products. The term of this agreement remains ten (10) years beginning on June 1, 2016 and ending on May 30, 2026. Under this agreement, MVSU estimates to receive \$716,000 over the term of the agreement. The financial proposal under this agreement is included in the bound *August 17, 2017 Board Working File*. 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. **UM** – Approved the request to enter into an agreement with ASG Technologies Group, Inc. for a Digital Imaging Software License that provides a platform to scan, categorize and digitally archive documents. This is a perpetual license with maintenance/support limited to a three (3) year period. The estimated total cost for software licenses and support the three (3) year term is \$635,500. The university has the funds allocated to cover this acquisition as part of the regular budgeting process. 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. **UM** – Approved the request to enter into a lease agreement with Joe Poppenheimer Management, LLC to lease approximately 7,500 square feet of space in Southaven, MS for use by the UM – DeSoto Campus for office space and graduate seminar classroom space. The term of the Lease Agreement is three years (beginning 10/1/2017 and ending 9/30/2020). The rent to be paid under this lease agreement is \$11,690 monthly, \$140,280 per year which equates to \$420,840 for the three-year term. Funding for this lease will come from the operating funds budgeted for University of Mississippi – DeSoto Campus. 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. **UM** – Approved the request to add an amendment to the contract with Fanatics Retail Group Fulfillment, Inc., the vendor operating official team store channels, to incorporate Fanatics'

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purchase of inventory remaining from the previous provider. A reduction in the amount of revenue to the university is included in this amendment to compensate for Fanatic's purchase of the old inventory. The initial term of the contract is seven years with the option to renew for an additional three years upon agreement of the parties, and an automatic renewal of three years if certain financial benchmarks are met. IHL approval was granted for ten years. Because the inventory purchase was contemplated in the original contract and contract revenues are calculated on a Contract Year basis that runs from July 1st through June 30th each year, the Amendment start date will be July 1, 2017. The original minimum guaranteed revenue of \$1,500,000 is revised by this Amendment to a minimum guaranteed revenue is \$1,430,000 for the initial seven-year term. For Contract Years 1 and 2, the amendment includes a 5% reduction of the original revenue share in the retail location category. In contract Year 3, there will be a 2.5% reduction in that revenue share. Beginning in Contract Year 4 and continuing through the remainder of the term, the revenue share returns to the original 20% of Net Merchandise Revenue for sales in the Retail locations. 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 amend its Price Protection & Purchasing Agreement with Advance Medical Designs, Inc. (Advance Medical) to create, maintain, and manage UMMC's operating room turnover pack (packs) inventory. Turnover packs are packs of general materials, such as sterile disposable sheets, bio-hazardous bags, disposable arm board covers and the like, which are needed to prepare an operating room for a surgical case. The amended agreement is for a term of four (4) years and four (4) months, from September 1, 2014, through December 31, 2018. The amendment will extend the original three (3) year term for an additional sixteen (16) months. The total estimated cost of the amended agreement is \$901,970.05. The original estimated cost of the three (3) agreement was \$578,712.96. UMMC has calculated the need for an additional \$323,257.09 for the extended term. 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 an Equipment Placement Agreement with Arrow International, Inc. (Arrow) for the provision of four (4) vascular positioning systems (VPS), including accessories and consumable kits used with the VPS. UMMC agrees to purchase a minimum quantity of consumables kits used with the VPS in exchange for the placement of the equipment at no additional cost. The VPS allows for accurate, precise placement of peripherally inserted central catheter (PICC) lines used for long-term intravenous (IV) antibiotics, nutrition, medications, or blood draws. Accuracy in PICC line placement leads to improved patient outcomes. The term of the Agreement is three (3) years, beginning September 1, 2017, and ending August 31, 2020. The total estimated cost of the agreement over the three (3) year term is \$1,309,731.05. UMMC's actual purchases during the loaner agreements have totaled approximately ten percent (10%) higher than the minimum commitment for consumables purchases. Additionally, UMMC has calculated an annual increase of ten percent (10%) above historical purchases for potential volume growth each year of the Agreement. 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.
17. **UMMC** – Approved the request to enter into an agreement with GeneDx, Inc. for the provision of outside reference laboratory services at discounted pricing. The testing that GeneDx performs under this Agreement are used for rare, hereditary disorders. These tests are ordered when

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conditions cannot be diagnosed with routine genetic tests. UMMC's other contracted reference laboratory vendors cannot perform this same genetic testing. With the base discount pricing, UMMC expects to save approximately \$47,900 per year. The term of the agreement is for three (3) years- September 1, 2017 through August 31, 2020. The total estimated cost of the agreement over three (3) years is \$1,830,321.81. Each January, GeneDx may increase pricing up to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U). UMMC has calculated an annual increase of three percent (3%) for the potential price increase and an annual increase of 20% for patient/testing volume growth. 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.

18. **UMMC** – Approved the request to enter into a Services Provider License Agreement (SPLA) with Microsoft Corporation (MSFT). UMMC's electronic health record, Epic, runs on Microsoft servers that are licensed by Microsoft. This agreement will allow UMMC to sublicense server access to the Epic community connect clients, the first of which is the Mississippi Department of Health (MSDH). The term of the SPLA is three (3) years. The effective date will be the date reflected on the signature form, which is expected to be October 1, 2017. The cost of the agreement over the three (3) year term is estimated to be \$250,000. This estimate includes enough for MSDH and an overage, in the case that more Epic Community Connect clients are enrolled during the three years. Contract will be funded by the Epic Community Connect Client(s). 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 enter into a Provider Service Agreement with Myriad Genetic Laboratories, Inc. (Myriad) for the provision of outside reference laboratory services at discounted pricing. The testing that Myriad performs under this Agreement is used specifically to evaluate for breast and ovarian tumor sensitivity to certain pharmacological inhibitor therapy. In exchange for entering into a formal contract with Myriad, UMMC will receive a discounted rate for the services used. With the base discount pricing, UMMC expects to save approximately \$89,208 per year. The term of the Agreement is three (3) years, beginning September 1, 2017, and ending August 31, 2020. The total estimated cost of the agreement over three (3) years is \$1,368,826.97. No more than annually, Myriad may increase pricing up to three percent (3%). In addition to the 3% annual price increase, UMMC has calculated an additional annual increase of 20% for patient/testing volume growth. 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.
20. **UMMC** – Approved the request to enter into an agreement with Prescott Clinical Consulting, LLC (PCC) for the development and ongoing management of a geriatric psychiatric intensive outpatient program (IOP) at UMMC's Holmes County facility. The initial term of the agreement is three (3) years, with two (2) additional one (1) year renewal terms. UMMC requests approval for the entire five (5) year term, beginning September 1, 2017, and ending August 31, 2022. The total estimated cost of the agreement over the five (5) year term is \$1,080,000.00. The total includes: a fixed monthly fee of \$9,000, and capped monthly fees which include the following – Clinical Therapists/RN Specialists at \$4,000; Referral Development and Community Education Specialists at \$4,000; and, PRN staff coverage at \$60 per hour. PCC will pass through its actual monthly costs for the Specialists and PRN staff coverage, up to a maximum monthly rate. In the total estimated cost, UMMC has calculated the maximum capped monthly fees and 200 staff coverage

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hours per year. As a Critical Access Hospital under CMS regulation, UMMC's contractual expenses are fully recovered through 101% cost reimbursement. 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.

21. **UMMC** – Approved the request to enter into an agreement with Quality Group of Jackson II, LLC (Quality Group) for relocation services for UMMC Master Plan implementation. These services will include large relocation projects, such as the relocation of entire office suites and the relocation of clinical based departments. The agreement will be for a term of five (5) years starting on or about September 1, 2017 and ending August 31, 2022. The total cost of the agreement over the five (5) year term is \$1,875,000.00. Relocation services will be billed per coordinated move and the cost of each coordinated move will be based upon rate schedule provide in the agreement. The contract will be funded through 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.
22. **UMMC** – Approved the request to enter into a contract with Ram & Sons Corporation d/b/a Best Western PLUS (Best Western) for the purpose of temporary lodging for patients who reside greater than two (2) hours from UMMC, who are in need of medical services/treatment but do not require hospitalization, and for whom distance would be a barrier to treatment and medical care. This includes patients receiving transplant services, radiation treatment, pre-operative first case surgeries, as well as those patients who have been discharged and are awaiting transportation that will not be available until the next day, in order to decrease non-medically necessary inpatient stays and uncompensated medical costs/expenses. The term of the agreement is five (5) years beginning September 1, 2017, and ending August 31, 2022. The total amount of the five (5) year term is \$1,291,325. Fifteen (15) rooms are reserved at a rate of \$47 per night, for a total of \$257,325 per year. Should UMMC require more than fifteen (15) rooms, Best Western will extend the contracted rate of \$47 per night for each additional room. UMMC has calculated the potential for an estimated twenty (20) additional rooms each year. Best Western will submit monthly invoices to UMMC for services provided during the preceding month. A breakdown of costs is included in the bound *August 17, 2017 Board Working File*. 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.
23. **UMMC** – Approved the request to amend Product Schedule 138355 with Roche Diagnostic Corporation. The Schedule provides for the purchase of immunohistochemistry (IHC) reagents and ancillary products used in tissue staining. The Amendment will add five (5) additional reagents for UMMC to purchase under the Schedule. The term of the schedule remains five (5) years, November 1, 2016 through October 31, 2021. The estimated cost over the five (5) year term of Schedule 138355 remains \$9,466,188.32. There is no change to the overall cost of the Schedule for the Amendment. The agreement will be funded by hospital patient revenue. 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.
24. **UMMC** – Approved the request to modify the total expenditure amount applicable to its agreement with TEKsystems, Inc. for staffing services to ensure that UMMC can acquire supplemental staffing for Epic Community Connect clients, to assist with Epic implementation and go-live. The first Epic Community Connect client will be the Mississippi Department of Health. The costs will be reimbursed by the client. The term of the agreement remains at three (3) years – February 2,

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2015 through February 1, 2018. The Board approved the expense of an additional of \$724,080 which brings the total cost of the agreement to \$5,724,080.00. The estimated cost breakdown is included in the bound *August 17, 2017 Board Working File*. This agreement is funded through patient revenue for work performed for UMMC, but for work performed for Epic Community Connect clients the cost will be billed by UMMC to the client. 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.

25. **UMMC** – Approved the request to amend its Surgical Equipment Services Agreement with UHS Surgical Services, Inc. (UHS) to rent surgical lasers, medical equipment, technical support, and supplies for UMMC's operating rooms and clinics. The amendment will extend the original two (2) year and one (1) month term for an additional three (3) years. The amended agreement is for a term of five (5) years and one (1) month, from September 1, 2015, through September 30, 2020. The total estimated cost of the amended agreement is \$1,809,642.72. The original estimated cost of the agreement was \$549,300. UMMC has calculated the need for an additional \$1,260,342.72 for the extended term. 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.
26. **USM** – Approved the request for the University of Southern Mississippi Research Foundation, Inc. to engage Wright, Ward, Hatten & Guel, PLLC to conduct the annual audit for the year ending December 31, 2017, pursuant to Board Policy 301.0806 Subsection D (9) University Foundation/Affiliated Entity Agreements.
27. **USM** – Approved the request to amend its current lease with New Cingular PCS, LLC (NCW) to allow them to install and operate additional LTE antennas, associated cables, and equipment to enhance their already existing array of cellular equipment in place on the Theatre and Dance Building in Hattiesburg. The original contract was for one 5-year term, with two 5-year renewal options for a total of 15 years. The current lease amount will increase by \$525.00 per month. NCW/AT&T currently pays USM \$2,886.71 per month for the Theatre and Dance location, therefore this would increase the monthly payment to \$3,411.71. 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.
28. **USM** – Approved the request to amend its current lease with New Cingular PCS, LLC (NCW) to allow them to add new exterior cellular sector pods to enhance their already existing DAS cellular system in place within M. M. Roberts Stadium. The original contract was for one 5-year term, with two 5-year renewal options for a total of 15 years. The current lease amount will increase by \$500.00 per month. NCW/AT&T currently pays USM \$1,840.00 per month for the stadium DAS, therefore this would increase the monthly payment to \$2,340.00. 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.
29. **DSU** – **Exhibit 2** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board to extend Ellucian Technical Currency and support services for the Ellucian software suite of products for Delta State University (DSU). The Attorney General's staff assigned to the MS-ITS reviewed this amendment prior to its execution. The supplement to the Master Agreement for software and services is between Ellucian Company, L.P. and MS-ITS behalf of DSU. **(See Exhibit 2.)**

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30. **JSU – Exhibit 3** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board to extend Ellucian Technical Currency and support services for the Ellucian software suite of products for Jackson State University (JSU). The Attorney General’s staff assigned to the MS-ITS reviewed this amendment prior to its execution. The supplement to the Master Agreement for software and services is between Ellucian Company, L.P. and MS-ITS behalf of JSU. **(See Exhibit 3.)**
31. **USM – Exhibit 4** represents the approval of the Mississippi Information Technology Services (MS-ITS) Board for the provision of a hosted High Performance Computing Cluster for the University of Southern Mississippi (USM). The Attorney General’s staff assigned to the MS-ITS reviews such agreements prior to execution. The Purchase Agreement for the High Performance Computing Cluster is between Advanced Clustering Technologies and MS-ITS behalf of USM. **(See Exhibit 4.)**
32. **SYSTEM** – The Mississippi Information Technology Services (MS-ITS) Board, acting as contracting agent for the Mississippi Institutions of Higher Learning (IHL), is entering into an agreement with Regional Economic Models, Inc. (REMI). The REMI software provides a dynamic forecasting and policy analysis tool used in support of impact studies of economic development projects, state policy proposals, and tax policy proposals. The agreement will have an annual cost of \$82,500 for IHL Executive Office and \$15,000 for MSU/nSPARC, totaling \$97,500 annually, not to exceed \$292,500 over the three-year term ending June 30, 2020. **(See Exhibit 5.)**

REAL ESTATE

33. **MSU** – Approved the initiation of **IHL 205-286, MSU Parking Lot and Extension of Morgan Street**, and the appointment of Garver, LLC as the design professional. Construction on the Engineering and Science Complex will begin in late spring of 2018. This new construction will remove existing parking for commuters since the existing parking is in the footprint of a new construction site. This project will allow the university to design and construct a new parking lot and an extension of Morgan Street which is located on the south side of campus and will be constructed to the west of the Fresh Food Dining Facility and to the east of Stone Boulevard. The estimated project budget is \$3.3 million. Funds are available from University Parking and Transit Funds (\$3,300,000).
34. **MSU** – Approved the initiation of **IHL 205-285A, MSU Chilled Water Loop Upgrade**, and the appointment of Cooke Douglass Farr Lemons Architects + Engineers as the design professional. This is Phase A of the Expansion of Central Utility Plant Infrastructure project (IHL#205-285). The MSU Central Chiller Plant produces chilled water to cool over three million square feet of educational space in the core of the campus. The chilled water produced at the plant is continually pumped, year-round through an underground piping network known as the chilled water loop. With new facilities in design and construction, it has become evident that the piping system cannot support further additions without relieving the excessive pressures on the system. 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. In addition, the design documents will include an alternate to add a backup chiller to the existing plant along with additional ice pods for ice storage. The proposed project budget is \$4 million. Funds are available from MSU Operation and Maintenance Recovery Funds (\$4,000,000).

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35. **UMMC** – Approved the initiation of **IHL 209-560, Pediatric Pharmacy Renovation**, and the appointment of Foil Wyatt Architects as the design professional. This project will bring the pediatric pharmacy up to the new United States Pharmacopeia (USP) 797 standards. It will build out a space which is currently shelled and will include new mechanical, electrical and communication systems. The proposed project budget is \$1,105,000. Funds are available from UMMC Shared Services Administration (SSA) Funds (\$1,105,000).
36. **MUW** – Approved the request to increase the budget for **GS 104-187, Demonstration School (Turner Hall) Renovation**, from \$7,542,914.97 to \$9,042,914.87, for an increase of \$1,499,999.90. This is the second budget increase request made for this project by the university. This building has been vacant since FY 2005 and needs renovating to bring it into compliance with local, state, and federal agencies and assist the university in coordination of the campus master plan. The project involves a complete interior and exterior renovation. Interior renovation includes the upgrade of building systems and interior finishes. Exterior renovations will include building stabilization, waterproofing, tuckpointing, site drainage, and upgrade of building systems. An addition, this building will provide a lecture hall to accommodate 156 people. This project will also include asbestos and lead paint surveys as well as any necessary abatement. All applicable codes, including ADA (elevator need) will be addressed. Funds are available from SB 2906, Laws of 2015 (\$1,750,000); SB 3100, Laws of 2011 (\$152,914.87); and HB 1729, Laws of 2016 (\$7,140,000).
37. **MVSU** – Approved the request to increase the budget for **GS 106-258, Academic Skills TI**, from \$3,500,00.00 to \$3,797,243.50, for an increase of \$297,243.50. This is the first budget escalation request made for this project by the university. The university is requesting to increase the project budget in order to accurately reflect the design professional’s most recent cost estimate for the project, which will allow the project to move smoothly from bidding to construction. The project will include the renovation and comprehensive redesign of the first and second floors. Renovation will also include eliminating structural deficiencies that were discovered through a structural assessment in 2016. The work will include but is not limited to the renovation of the existing auditorium, building technology integration, interior finishes, and completion of Phase II mechanical upgrades on the first floor. The complete renovation of the second-floor shell space will include full mechanical and plumbing system installation, construction and renovation of offices, existing classroom space, conference rooms, and interior finishes. Funds are available from SB 2906, Laws of 2015 (\$3,797,243.50).
38. **USM** – Approved the request to change the name of the project **GS 108-281** from “Greene and Chain Renovations” to “**Joseph Greene Hall Renovations**” to more accurately reflect the scope of the project. The Board also approved the request to increase the budget from \$11,500,000 to \$13,000,000, for an increase of \$1,500,000, and to move funds from GS #108-283 Bolton Hall Renovations to GS#108-281 Greene and Chain Renovations to allow for the budget increase. The renovation will include addressing such issues as windows, roofing, technology, lighting, and safety upgrades. All classroom space will be upgraded, as well as, all office and student interaction space. Upon completion of the renovation, the building will house several departments within the College of Health and Criminal Justice. This is the second budget escalation request made for this project by the university. Funds are available from HB 1641, Laws of 2008 (\$66,900); SB 3100, Laws of 2011 (\$911,255.08); HB 787, Laws of 2014 (\$3,888,744.92); Deepwater Horizon (BP) Insurance Proceeds 2016 (\$8,133,100).

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39. **UM** – Approved the request to increase the budget for **IHL 207-424, Faser Hall First Floor Modifications**, from \$983,500 to \$1,300,000, for an increase of \$316,500. This is the first budget escalation request made for this project by the university. The requested increase more accurately reflects the design professional's most recent cost estimate for the project, which will allow the project to move smoothly from bidding to construction. The School of Pharmacy will renovate a portion of the first floor to modernize existing laboratory facilities and provide graduate student work areas. This project upgrades existing casework and interior finishes, reconfigures an existing open lab into individual labs, and converts an existing stock room into a graduate student work area. The scope of work includes asbestos abatement, casework replacement, interior finish renovation, and utility reconfiguration to provide a modern laboratory environment for existing research programs to continue and for new research programs to develop. Funds are available from Internal R&R (\$1,300,000).
40. **USM** – Approved the request to increase the budget for **IHL 208-334, Cochran Center Theatre**, from \$2,400,000 to \$2,800,000, for an increase of \$400,000. This is the second budget escalation request made for this project by the university. The requested increase more accurately reflects the cost estimates for the project. The project will complete the existing unfinished theatre area located inside the Thad Cochran Center. The build-out will include, but not limited to the following: internal finishes, furniture and equipment package, mechanical, electrical, audio visual equipment, plumbing, and life safety systems. Funds are available from Student Facility Capital Improvement Fee (\$2,800,000).
41. **MSU** – Approved the request to advertise and award the sale to the highest and best bid for timber sales 17-04HT, Talking Warrior Unit, from the John W. Starr Memorial Forest. The sale area is approximately 112 acres in size and is located in a portion of the SE ¼ of Section 17 in Township 17 North, Range 14 East in Oktibbeha County, Mississippi. This sale contains an estimated volume of 223,259 board feet of hardwood sawtimber, 3,609 board feet of pine sawtimber, 3 cords of pine chip-n-saw, 616 cords of hardwood pulpwood, and 24 cords of pine pulpwood. All trees must be cut and removed by September 2018. The timber sale process on the John W. Starr Memorial Forest, and other university owned lands, begins with the identification of the particular timber stand in need of thinning or a final harvest cut. This is identified by various means but mostly by directions taken from the Forest Management Plan. Other specific site characteristics may also dictate the need for the sale of timber. After the stand has been identified, the process of tree marking and sale identification begins. Once that is completed, the sale is computed and a bid prospectus is prepared and approved by the Dean of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. A request is made to the President of the university to advertise the timber sale for bid and to award the sale to the highest bidder who also satisfies all additional bid requirements. If/when the Board of Trustees approve that the sale may be advertised and awarded appropriately, a prospectus is sent to potential bidders with the vital details of the stand. Once the bids have been received in the Director of Purchasing office, a recommendation is made by the department to the President of the university to either accept or reject the bids. This recommendation has the approval of the Deal of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. If/when the President of the university concurs with the department's recommendation to accept the bid, a contract is executed between the university and the highest and best bidder for that sale. This process continues obtaining the Director of Purchasing's signature on the contract and then

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contacting the high bidder to set the closing. Finally, a meeting is set with the winning bidder to close the sale and to collect the remaining funds less the bid deposit amount.

42. **MVSU** – Approved the request to name the Devil’s Den which is the MVSU football locker room on campus “The Archie Cooley Devil’s Den” for Archie “Gunslinger” Cooley. Coach Cooley’s success at MVSU is attributed to the design of his innovative "Satellite Express" passing offense, which was a no huddle offense featuring five wide receivers. Cooley led the Delta Devils to their only Division I-AA playoff appearance in 1984. To this day, Cooley is the winningest coach in the history of the Delta Devil football program. In 2007, Cooley was inducted into the Southwestern Athletic Conference Hall of Fame and the Mississippi Valley State University Athletic Hall of Fame. Cooley finished with an overall coaching record of 83-78-6. His record at Mississippi Valley was 41-27-3 and 30-22-3 in SWAC play.
43. **UM** – Approved the request to grant to the City of Oxford a ten (10) foot wide perpetual utility right-of-way easement running along and near the west side of Chucky Mullins Drive. The easement will provide the perpetual right to construct, reconstruct, relocate, replace, remove, repair, install, and thereafter use, operate, inspect, repair, maintain, replace, and remove, a potable water distribution line. A description of the property is included in the bound *August 17, 2017 Board Working File*. Grantor grants to Grantee the perpetual and permanent right of easement to construct, reconstruct, relocate, replace, remove, repair, install, and thereafter use, operate, inspect, repair, maintain, replace, and remove, a potable water distribution line and appurtenances, all over, across and under the above described property. All such rights shall be exclusive and ensure only to the benefit of the Grantee, its servants, agents, employees and assigns. The Grantee, its servants, agents, employees and assigns have the right of ingress and egress at all times across and on all of the above described property while constructing said water line and in the continued, exclusive use of the property, including without limitation to make repairs and/or inspection thereof. The Grantee, its servants, agents, employees and assigns shall have the right to dig trenches for constructing the water line, of such dimension and shape as those in charge of the construction deem advisable and shall have the right to dig in the ground when it shall be advisable to do so. Grantor may terminate this easement and all the rights granted herein any time after six (6) months of continuous non-use of the easement and the easement of area by the Grantee. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor’s property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantees shall promptly remove any and all improvements it installed in, on, under or above the easement area. At the option of the Grantor, all such improvements shall become the personal property of the Grantor at no cost to Grantor. The easement, 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.
44. **UM** – Request to sell 0.0824 acres of land via a Quitclaim Deed to W S Ashley Holdings II, LLC at a sales price of \$86,500. The property is located South of West Jackson Avenue and surrounded by the university to the East and private property to the South and West. This will provide permanent access to a multifamily residential housing project. The transfer will provide the Grantee all of the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in otherwise appertaining. The first appraisal was in the amount of \$75,000. The second appraisal was in the amount of \$80,000. The average of the two appraisals was \$77,500. The university is selling the

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property for \$86,500 which is above the average of the two appraisals. Grantor grants, bargains, sells, conveys and quitclaims unto Grantee the above described property, together with all of the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, revision, remainder and easement thereto belonging or in otherwise appertaining. The conveyance is subject to any prior reservations of oil, gas or other minerals by predecessors in title, any flood plain or drainage issues and any solid waste liens, rights of way and easements for public roads and public utilities, subdivision, zoning regulations and ordinances in effect in the City of Oxford, Mississippi, all applicable building restrictions of record, any law, ordinance or government regulation which restricts, regulates or prohibits the occupancy, use or location of any improvement created on the Property. Any ad valorem taxes assessed against the Property shall be the responsibility of the Grantee herein. A Phase I Environmental Site Assessment (ESA) is not required for the sale of property. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. This item was reviewed and approved by the Attorney General's Office prior to the Board's approval. **(THIS ITEM WAS MOVED TO THE REAL ESTATE REGULAR AGENDA FOR CONSIDERATION.)**

45. **UM** – Request to grant a 0.0243 acre permanent sewer and water line easement running along and near West Jackson Avenue to W S Ashley Holdings II, LLC. The easement will provide the right to lay, construct, maintain, operate, and repair sewer lines, pipes, facilities, and appurtenances thereto, all under, across and through the described property. This request is contingent upon the Board's approval of Consent Agenda Item #44 that requests approval of the sale of 0.0824 acres of University of Mississippi land to W S Ashley Holdings II, LLC. Grantor grants to Grantee the exclusive, perpetual right to lay, construct, maintain, operate, and repair sewer lines, pipes, facilities, and appurtenances thereto, all under, across and through the above described property. The Grantor also grants to Grantee, its servants, agents or employees the right of ingress and egress and full access at all times across and to the above described property while constructing said lines or making repairs and/or inspections thereof. The sewer line shall be placed at such a depth as not to be disturbed by cultivating tools, implements or vehicles. The parties do covenant and agree that the consideration is accepted as full compensation for all damages caused by the exercise of any rights granted by this instrument, except that the Grantee shall remain liable for any direct physical damage caused to the remaining property of the Grantor by Grantee's construction forces or by the construction forces of its agents and employees in the construction, maintenance and repair of said line. Grantee agrees to restore any disturbed areas to their same general condition as existed prior to installation and/or repairs of said sewer and water line. Grantee and its servants, agents and employees shall have the right to dig trenches for constructing the above line, of such dimension and shape as those in charge of the construction deem advisable and shall have the right to dig in the ground at any time when it shall be advisable to do so in making repairs to this line. Should Grantee deem it advisable to increase the capacity of the above described line, or any portion thereof, this instrument shall remain in force and effect for such increase or increases in capacity the same as if repairs were being made so long as the new line or lines follow the route of the original line. This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion, thereof, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the easement or easement area. Grantor may terminate this easement and all the rights

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granted herein any time after six (6) months of continuous non-use of the easement and the easement area by the Grantee. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantees shall promptly remove any and all improvements it installed in, on, under or above the easement area. At the option of the Grantor, all such improvements shall become the personal property of the Grantor at no cost to Grantor. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. This item was reviewed and approved by the Attorney General's Office prior to the Board's approval. **(THIS ITEM WAS MOVED TO THE REAL ESTATE REGULAR AGENDA FOR CONSIDERATION.)**

46. **UM** – Request to grant a temporary construction easement running along and near West Jackson Avenue to W S Ashley Holdings II, LLC. The easement will provide the temporary right to facilitate construction; this includes but is not limited to ingress/ egress of construction equipment and vehicles, temporary storage of construction equipment, vehicles, and placement of temporary structures. This request is contingent upon the Board's approval of Consent Agenda Item #12 that requests approval of the sale of 0.0824 acres of University of Mississippi land to W S Ashley Holdings II, LLC. Grantee plans to redevelop the Grantee Property for a multifamily residential housing project (the "Project") and in order to complete the construction of the Project, Grantee requires a temporary construction easement on, under, over and across the portion of the Grantor Property, which location of said easement is depicted above, and the Grantor is in agreement to provide and grant such easement on the terms and conditions herein set forth and as more particularly described herein. Grantor hereby grants to Grantee a temporary construction easement, on, under and across the Grantor Property for the portion of the Easement Area which shall be situated on Grantor Property, as described above. Grantor grants the Temporary Construction Easement for the following purposes: (a) to facilitate construction for the Project, this includes but is not limited to ingress/ egress of construction equipment and vehicles, temporary storage of construction equipment, vehicles, and placement of temporary structures. (b) to use the air space to allow the boom of the construction crane, if required for construction, to be used on the Project to swing over the Grantor Property from time to time until the use of such crane work is completed; (c) The work described in subsections (a) and (b) above is collectively referred to herein as the "Easement Work" and (d) This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion, thereof, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the easement or easement area. Unless contemplated in a separate document, it is expressly understood that in no event shall Grantee have any right to use the Grantor Property in any manner other than as contemplated above. Grantor may terminate this easement and all the rights granted herein any time after six (6) months of continuous non-use of the easement and the easement area by the Grantee. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantees shall promptly remove any and all materials it installed in, on, under or above

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the easement area. At the option of the Grantor, all such materials shall become the personal property of the Grantor at no cost to Grantor. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. This item was reviewed and approved by the Attorney General's Office prior to the Board's approval. **(THIS ITEM WAS MOVED TO THE REAL ESTATE REGULAR AGENDA FOR CONSIDERATION.)**

47. **USM** – Approved the request to delete from inventory and demolish Building #896 located at 503 N36th Avenue, Hattiesburg, MS. Building #896 is a residential house that is unoccupied and in disrepair. Once the house is demolished, the vacant lot will be used by the university for future expansion. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.
48. **USM** – Approved the request to purchase property located at 108 N35th Avenue in Hattiesburg, MS in the amount of \$142,000 from Douglas A. Tatum, Patricia A. Nicholson, and Rebecca E. Geriner. The property borders university property and is critical to the long-range plans of the university due to its location to campus. Upon acquisition, the university intends to demolish the existing structure and grass the lot so that it can be used for future parking and/or expansion. The first of two independent property appraisals for the property was in the amount of \$142,000. The second appraisal was in the amount of \$142,000. The university is purchasing the property for a total of \$142,000 which is the average of the property's two appraised values. The property is a single-family dwelling built in 1948 and consists of 2,251 gross square feet. The property is located at the North ½ of Lot 13 and all of Lots 14 and 15 of Block 26 of the Pinecrest second survey which is described as Section 7, Township 4 North, Range 13 West in Hattiesburg, Mississippi. The closing shall be held at a location mutually agreeable to the parties on or before September 15, 2017 or upon such earlier or later date and time per agreement by the parties. The sale price will be \$142,000. The purchaser can terminate any time prior to 5:00 p.m. on the inspection date with written notice to seller. Should the IHL Board of Trustees not approve the purchase of the property the purchase agreement would automatically terminate and sellers would hold purchaser harmless from any further obligations. A Phase I Environmental Site Assessment (ESA) has been conducted on the property listed above. Based on site available information, no recognized environmental conditions are evident at the subject property. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney General's Office has reviewed and approved this item.

LEGAL

49. **JSU** – Approved the request to enter into a contract with Armstrong Law Firm as outside counsel to provide services as needed in preparing labor certification applications, immigration applications, immigration petitions, and provide immigration related services on behalf of the University for its employees who seek temporary or permanent residence status, as well as providing other related services. The term of this Agreement shall commence in August 2017 and shall expire no later than one year thereafter, subject to renewal, if necessary. The maximum amount payable under the contract is \$50,000.00. The fee schedule is set out below. 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.

<u>Type of Immigration Processing</u>	<u>Attorneys' Fees¹</u>
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Permanent resident status (“green card”/immigrant) processing – labor certification required²	
“Special handling” labor certification for faculty (teaching positions only) – using original recruitment	\$2,000.00
“Special handling” labor certification for faculty (teaching positions only) – re-recruitment ³	\$2,500.00
“Basic recruitment” labor certification for non-teaching positions	\$3,000.00
Audit response (if required by US Department of Labor)	\$1,500.00
Immigrant petition for alien worker (I-140) – for employee	\$2,500.00
Application to adjust status (I-485) and related applications if applicable (I-765, I-131) for employee	\$1,500.00
Application to adjust status (I-485) and related applications if applicable (I-765, I-131) for each dependent of employee	\$ 750.00
<u>Type of Immigration Processing</u>	<u>Attorney’s Fees</u>
Permanent resident status (“green card”/immigrant) processing – “Outstanding professors and researchers” (labor certification not required)⁴	
Immigrant petition for alien worker (I-140) – for employee	\$4,000.00
Application to adjust status (I-485) and related applications if applicable (I-765, I-131) for employee	\$1,500.00
Application to adjust status (I-485) and related applications if applicable (I-765, I-131) for each dependent employee	\$ 750.00
Permanent resident status (“green card”/immigrant) processing – “extraordinary ability” or “National Interest Waiver” (labor certification not required)⁵	
Immigrant petition for alien worker (I-140) – for employee	\$6,000.00
Application to adjust status (I-485) and related applications, if applicable (I-765, I-131) for employee	\$1,500.00
Application to adjust status (I-485) and related applications, if applicable (I-765, I-131) for each dependent of employee	\$ 750.00
Temporary status (nonimmigrant) processing	
H-1B “specialty occupation” petition (initial filing) ⁶	\$1,750.00
H-1B “specialty occupation” petition (subsequent extensions or amendments to initial filing)	\$1,250.00
O-1 “extraordinary ability” petition (initial filing)	\$4,000.00
O-1 “extraordinary ability” petition (subsequent extensions or amendments to initial filing)	\$1,500.00
TN “NAFTA professional” petition (initial filing, including consular processing)	\$1,500.00
TN “NAFTA professional” petition (subsequent extensions or amendments to initial filing)	\$1,250.00
Application for Waiver of J-1 Foreign Residence Requirement (based upon state Conrad 30 program)	\$6,000.00
Application for Waiver of J-1 Foreign Residence Requirement (based upon extreme hardship)	\$6,000.00
Application to extend or change nonimmigrant status (for dependents of employee who are in the US in another nonimmigrant status) when filed with I-129 Petition for primary	\$ 250.00

¹Exclusive of all required US Citizenship and Immigration Services filing fees and costs of recruitment (if required); all additional work, including assistance in ad placement, renewal applications for employment authorization or advance parole during the period the application for adjustment of status is pending, preparation for and attendance at interviews with immigration officers,

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or appeals of any denials of any immigration petition or application filed, will be billed at normal hourly rates (currently \$250 an hour).

²Regulations require employer to pay all costs relating to certification, including all costs of recruitment.

³Re-recruitment may be required if original ads do not meet US Department of Labor requirements or if labor certification is not filed within 18 months of date of offer letter.

⁴Employee may pay fees and costs because labor certification is not required for this process.

⁵Employee may pay fees and costs because labor certification is not required for this process.

⁶Regulations require employer to pay all costs relating to H-1B filing, including attorney’s fees and filing fees (however, employee may pay “premium processing request” filing fee if desired).

50. **JSU** – Approved the request to enter into a contract with David Ware & Associates, L.L.C. dba Ware|Immigration as outside counsel to provide services as needed in preparing labor certification applications, immigration applications, immigration petitions, and provide immigration related services on behalf of the University for its employees who seek temporary or permanent residence status, as well as providing other related services. The term of this Agreement shall commence in August 2017 and shall expire no later than one year thereafter, subject to renewal, if necessary. The fee schedule is set out below and the maximum amount payable under this contract is \$50,000. 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.

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

H-1B petition	\$1500.00
H-1B 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)	\$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
\$1500.00	Additional fee if audited.
\$2500.00	Immigrant petition
\$1500.00	Adjustment of status and related applications (I-765, I-131, etc.) for employee, if handled together with I-140
\$2000.00	“Standalone” adjustment of status and related applications
\$750.00	Adjustment of status and related applications, each spouse or child, if together with principal application and I-140
\$1000.00	“Standalone” adjustment of status and related, each spouse or child

Permanent Residence Process with Labor Certification: Non-Faculty

\$4000.00	Labor certification (must be paid by University)
\$500 - \$1500	Additional fee if audited
\$2500.00	Additional fee if subject to supervised recruitment
\$2500.00	Immigrant petition

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\$1500.00 Adjustment of status and related applications (I-765, I-131, etc.) for employee
\$2000.00 Standalone AOS and related applications

\$750.00 Adjustment of status and related applications, each spouse or child
\$1000.00 Standalone AOW and related applications

Permanent Residence Process: Outstanding Professors and Researchers

\$6000.00 Immigrant petition

\$1500.00 Adjustment of status and related applications for employee
\$2000.00 Standalone AOS and related

\$750.00 Adjustment of status and related applications, each spouse or child
\$1000.00 Standalone AOS and related

Permanent Residence Process: National Interest Waiver

\$6000.00 Immigrant petition

\$1500.00 Adjustment of status and related applications by employee
\$2000.00 Standalone AOS and related

\$750.00 Adjustment of status and related applications each spouse or child
\$1000.00 Standalone AOS and related, dependents

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

Paralegals: \$100 per hour billed

51. **JSU** – Approved the request to enter into an Interlocal Agreement with the City of Jackson, Mississippi (hereinafter “the City”) for the use of twenty parking spaces located on City owned Parcel No. 190-27. The purpose of the Agreement is to provide additional parking to JSU students attending classes at the University’s Downtown Campus at 101 Capitol Street. The term of the agreement is for one year at a cost of \$10 per space per month. 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.
52. **JSU** – Request to enter into a consultant agreement between Jackson State University, Jackson State University Development Foundation, 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 the university. This contract will be paid for with private foundation funds. In accordance with Board Policy 201.0506 Political Activity, W.T. Consultants’ client list and agreement are included in the bound *August 17, 2017 Board Working File*. **(THIS ITEM WAS MOVED TO THE LEGAL REGULAR AGENDA.)**

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53. **MSU** – Approved the request to modify a contract with Jones Walker LLP to provide services necessary in connection with the issuance of bonds for the financing of the construction and acquisition of buildings for Mississippi State University. The initial contract entered into on August 25, 2010 was modified by Modifications 1-6. Proposed Modification #7 will extend the term until August 24, 2018. Section V. “Specific Attorneys” has been revised to reflect Keith Parsons, Aileen Thomas, Ronald Bell, and Sabrina Ruffin, as specific attorneys who will be furnishing legal services under this contract. All other provisions of the Agreement for Legal Services dated August 25, 2010 shall remain in effect. 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.
54. **USM** – Approved the request to enter into an interlocal agreement with Lamar County, Mississippi to allow Lamar County to improve the roadways, hiking and biking trails and parking areas of Lake Thoreau Environmental Center owned by USM. Lake Thoreau, which includes the Leon Eubanks Nature Preserve and the Longleaf Preserve, is located within Forrest and Lamar Counties and is open to the public for fishing, hiking and biking. The term of the agreement is five years. Attorney General staff representing the Board has approved this request. 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.

PERSONNEL REPORT

55. **EMPLOYMENT**

Alcorn State University

- Edmund Buckner; *hired with tenure*; Dean and Professor, School of Agriculture; salary of \$150,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 1, 2017 to June 30, 2018

Jackson State University

- Veronica M. Cohen, Vice President for Institutional Advancement, Division of Institutional Advancement; salary of \$180,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 1, 2017
- Debra L. Mays-Jackson, Vice President and Chief of Staff, Office of the President; salary of \$185,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 24, 2017
- Ivory Nelson, Interim Provost, Division of Academic Affairs; salary of \$45,000 per annum, pro rata; E&G Funds; 4-month contract; effective July 11, 2017 – November 30, 2017
- Susan E. Powell, Associate Vice President for Student Affairs; salary of \$120,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 1, 2017
- Joseph A. Whittaker, Associate Provost, Division of Academic Affairs; salary of \$180,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 1, 2017

Mississippi State University

- Emery Martindale; *hired with tenure*; Associate Professor and Head, Instructional Systems and Workforce Development; salary of \$136,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 16, 2017

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Mississippi University for Women

- Clara Hurd; *rehired retiree*; reemployment position: Instructor of Nursing, Tupelo RN-BSN; salary of \$31,470 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017 - June 30, 2018
- Hortencia Kayser; *hired with tenure*; Professor of Speech-Language Pathology, College of Nursing and Speech-Language Pathology; salary of \$80,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2017
- Linda Mills (formerly Linda Cox); *rehired retiree*; reemployment position: Instructor of Nursing, Tupelo RN-BSN; salary of \$38,395 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017 - June 30, 2017
- Debbie Ricks; *rehired retiree*; reemployment position: Instructor of Nursing, Tupelo RN-BSN; salary of \$34,900 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017 - June 30, 2018

University of Mississippi

- Charlotte Parks; Vice Chancellor for Development; salary of \$300,000 per annum, pro rata; University of Mississippi Foundation Funds; 12-month contract; effective September 1, 2017

56. **CHANGE OF STATUS**

Alcorn State University

- Donna Williams, *from* Interim Dean and Assistant Professor, School of Business; salary of \$135,000 per annum, pro rata; E&G Funds; *to* Dean and Associate Professor, School of Business; salary of \$140,000 per annum, pro rata; E&G Funds; 12-month contract; *with tenure*; effective July 1, 2017

Jackson State University

- Deborah Dent, *from* Vice President of Information Technology, Division of Information Technology; salary of \$180,610 per annum, pro rata; E&G Funds; 12-month contract; *to* Chief Information Officer, Division of Academic Affairs; salary of \$160,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 16, 2017
- Sandra Hodge, *from* Vice President of Institutional Advancement, Division of Institutional Advancement; salary of \$170,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Associate Vice President; salary of \$130,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 16, 2017
- Ramin C. Maysami, Dean, College of Business; salary \$184,140 per annum, pro rata; E&G Funds; separation of employment; effective July 31, 2017
- Loretta Moore, *from* Vice President of Research and Federal Relations, Division of Research Relations; salary of \$179,025 per annum, pro rata; E&G Funds; 12-month contract; *to* Chief Research Officer, Division of Academic Affairs; no salary change, effective August 16, 2017

Mississippi Valley State University

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- Jerryl Briggs, *from* Executive Vice President and Chief Operating Officer; salary of \$140,000 per annum, pro rata; E&G Funds; *to* Acting President, salary of \$215,000 per annum, pro rata; \$205,000 from E&G Funds and \$10,000 from the Mississippi Valley State University Foundation Board; effective July 1, 2017
- Raynaldo Gillus, *from* Interim Dean of Students and Director of Student Life; salary of \$80,000 per annum, pro rata; E&G Funds; *to* Executive Director of Residential Life and Student Conduct; no salary change; effective July 1, 2017
- Yolanda Jones, *from* Director of Student Counseling; salary of \$53,645 per annum, pro rata; Ayers Funds; *to* Dean of Student Development, salary of \$65,000 per annum, pro rata; E&G Funds; effective July 1, 2017

University of Southern Mississippi

- David T. Hayhurst; *from* Dean and Professor of Chemistry, College of Science and Technology; salary of \$210,330 per annum, pro rata; E&G Funds; 12-month contract; *to* Professor of Chemistry; Department of Chemistry and Biochemistry; salary of \$158,143 per annum, pro rata; E&G Funds; 9-month contract; effective July 1, 2017
- Trenton E. Gould; *from* Professor of Kinesiology and Dean, College of Health; salary of \$155,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Professor of Kinesiology and Dean, College of Health; and Interim-Dean, College of Education and Psychology; salary of \$180,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2017
- Kathleen Masters; *from* Professor of Nursing; salary of \$105,017 per annum, pro rata; E&G Funds; 9-month contract; *to* Professor of Nursing and Interim-Dean, College of Nursing; salary of \$180,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2017
- Christopher Winstead; *from* Professor of Physics salary of \$105,724 per annum, pro rata; E&G Funds; 9-month contract; *to* Professor of Physics and Interim-Dean, College of Science and Technology; salary of \$180,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2017

57. **TENURE**

Mississippi Valley State University

- Ben Arnold, *promotion* to Associate Professor, Department of Fine Arts; effective August 14, 2017
- John Weiss, *promotion* to Associate Professor, Department of Fine Arts; effective August 14, 2017

University of Mississippi Medical Center

- Kimberly W. Crowder, Professor of Ophthalmology, Department of Ophthalmology; effective July 1, 2017

58. **SABBATICAL**

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Jackson State University

- Susie A. Spence, Professor of Social Work, College of Public Service, *from* salary of \$93,505 per annum, pro rata; 9-month contract, E&G Funds; *to* salary of \$46,752.48 per annum, pro rata for sabbatical period; effective August 2017 – December 2017; professional development

ADMINISTRATION/POLICY

59. **ASU** – Approved the request to bestow one honorary degree at its 25th Anniversary of the Opening of Spinks-Casem Stadium, September 23, 2017. Supporting documents are on file at the Board Office.

FINANCE AGENDA

Presented by Trustee Christy Pickering, Chair

On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve agenda items #1 - #8 as submitted on the Finance Agenda.

1. **ASU** – Approved the request to enter into a five-year operating agreement with Follett Higher Education Group, Inc., for management services of the campus bookstore. The term of the agreement is 5 years from August 18, 2017 to June 30, 2022, with an option to renew for another 5-year term. The total contract amount for the five years is \$1,317,921. A breakdown of costs is included in the bound *August 17, 2017 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.
2. **DSU** – Approved the request to enter into a five-year purchase agreement with Varsity Brands Holdings Co., Inc. d/b/a BSN Sports, LLC (BSN) and Under Armour, Inc for the purchase of athletic apparel for all sports at DSU. The initial term of the agreement is for approximately five years, with an option for a one or two-year extension, upon satisfactory performance by BSN, not to exceed a total of seven (7) years. Approval is requested for the total seven-year term from August 17, 2017 through June 30, 2024. The estimated cost of the agreement for the initial five-year term is \$750,000. With the option to extend the contract an additional two years, the total estimated cost is \$1,000,000 over seven (7) years. 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.
3. **JSU** – At its May 18, 2017 meeting, the Board delegated approval to the Finance Committee chair of a Resolution authorizing Jackson State University Educational Building Corporation (JSU EBC) to issue up to a maximum aggregate principal amount of \$34,000,000 of debt obligations (however denominated) for the purpose of refunding the JSU EBC Revenue Bonds, Series 2010-A-1 (Original Resolution). After further due diligence, the Original Resolution was not approved by the Finance Committee chair. The Original Resolution provided “prior to the sale of the Debt Obligations through a public offering, Board approval will be obtained of the form and execution of a Preliminary Official Statement and a Continuing Disclosure Agreement.” Pending receipt of the Financial Advisor’s report and approval of all documents from the Attorney General’s Office, the Board approved the sale of the Debt Obligations through a public offering and the

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Supplemental Resolution approving the form of, and authorizing the execution of, a Preliminary Official Statement and a Continuing Disclosure Agreement. **(See Exhibit 6 for the supplemental resolution.)** First Southwest, a division of Hilltop Securities, Inc., will serve as the financial advisor. Jones Walker LLP will serve as bond counsel, in accordance with the terms of the Contractual Agreement for Legal Services approved by the Office of the Attorney General. Raymond James & Associates, Inc. will serve as underwriter and/or as placement agent, depending on the manner in which the Debt Obligations are sold. The Debt Obligations will mature no longer than 30 years from the dated date. Existing cash flow from the projects refinanced with the Debt Obligations. Pending receipt of the Financial Advisor's report, the Attorney General's Office approved the bond resolution and form of bond documents for this item.

4. **MSU** – Approved the request to enter into a pre-development agreement with EdR Management, Inc. a subsidiary of EdR. MSU and EdR are interested in developing 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 50,000 GSP of retail and commercial space. To accomplish this, it is envisioned that the University will lease the land to EdR for 40 years as authorized by 2016 House Bill 884. It is anticipated that a ground lease will be presented for IHL Board approval at a future date if the project is determined to be feasible. The contract currently before the Board allows both MSU and EdR to share in the pre-development costs which are necessary to determine the feasibility of the project including both the housing and retail components. The contract will be effective August 18, 2017. Unless terminated by default or due to the project not being viable, this contract shall control until a ground lease is executed. If a ground lease is not executed prior to April 1, 2018, this contract shall terminate on April 1, 2018, unless the parties mutually agree in writing to an extension. Such extension shall not last long than 1 year. The contract amount varies as follows: 1.) If the parties are able to agree on the specific terms of a ground lease, the University will not be required to pay EdR for any of the pre-development activities and thereafter EdR will bear all costs of financing the Project except as may otherwise be agreed to by the University in the ground lease. 2.) If after the pre-development period the parties agree that the Project is not viable, the University will pay EdR for 50% of the pre-development fees incurred plus interest. The maximum potential exposure for the pre-development fees is \$517,750. 3.) If the project should not be viable and the University wishes to purchase the design documents or any other documents obtained throughout the pre-development period, the University shall pay 100% of all pre-closing payments and the development fee. In this scenario, the maximum cost to purchase the documents would be \$1,587,214. Funds are available from internal 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.
5. **MSU** – Approved the request to enter into a contract with Event Operations Group, Inc. to provide event services at athletic events as well as other, on and off campus special events, including but not limited to: football games, basketball games, baseball games, graduation, etc. The contract will begin after approval of the Board and upon the signature of both parties. The contract will end on June 30, 2022. The contract is based on hourly rates for different levels of employees. The total cost will be dependent upon the number and size of events held. For informational purposes it has been determined the average cost for a football game is \$61,000, the average cost for a Men's basketball game is \$6,500. The total cost of the contract is estimated to be \$5,000,000 over the five-year term. As most of the expenses fall on Athletics, the majority of funding comes from MSU Athletics budget. However, other departments will have access to the contract for events

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- such as concerts, graduation, etc. Each event will be funded with appropriate funds from the hosting department. 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 to amend the agreement with Whelan Event Staffing Services, Inc. for the guest service staffing of athletic events signed on June 25, 2015. The purpose of this amendment is twofold. First, there is a need to adjust the pricing on all positions and add a holiday bill rate for events that fall on a holiday. Secondly, an adjustment is desired for the termination options, changing written notification of termination from 60 days to 90 days. This will be an amendment to the one (1) year service agreement beginning July 1, 2015 that can be renewed for additional one (1) year periods up to five (5) years in total ending June 30, 2020. The cost of this agreement is billed on a rate structure for all scheduled hours worked by Whelan employees. The estimated yearly cost based on historical positions needed would increase from \$895,000 to approximately \$1,350,000 per year. This would increase the total amount of the 5-year agreement from \$4,475,000, originally approved by the IHL Board in June 2015, to \$5,840,000. 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 proposed policy granting waivers of out-of-state tuition to UMMC students within the School of Population Health. More specifically, 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). This policy reflects, and shall be construed in conformity with, the Policies and Bylaws of the Board of Trustees of State Institutions of Higher Learning and with Mississippi statutory law, including Miss. Code Ann. § 37-103-25, as amended. This policy shall be effective upon approval by IHL and UMMC with individual waivers becoming applicable as of the date indicated below. Current UMMC policy, approved by the IHL Board of Trustees, allows waiver of 100% of the then in-effect non-resident surcharge for PhD programs in the School of Graduate Studies in the Health Sciences. UMMC seeks approval to allow this same waiver for PhD students in the John D. Bower School of Population Health who meet established admission criteria. Waivers will be equal to 100% of the then in-effect nonresident surcharge. All waivers are contingent upon the student's submission of timely and adequate proof of having met the applicable criteria, and awarding of any such waiver will be determined on a case-by-case basis. These newly created waivers would become effective for the 2017-18 academic year. Students receiving a waiver during their first year must maintain a specified GPA, and must continue to meet the additional criteria making them eligible to automatically renew the waiver. Based on current enrollment, the financial impact of these waivers will be approximately \$35,000 per year or less than 1% of UMMC tuition revenue. Through these non-resident waiver policies, UMMC hopes to attract a greater number of nonresident students to the programs. UMMC estimates that they could reasonably collect additional revenue over a five-year period from new non-resident students attracted to the university by these policies. This is above and beyond what nonresident surcharge revenue that would have ordinarily been collected. The Associate Commissioner of Legal Affairs has reviewed and approved the proposed policy.
 8. **UMMC** – Approved the request to enter into Amendment 4 to the existing Schedule 12231 to the Master Agreement with Roche Diagnostics Corporation. Under Amendment 4, Roche has agreed to remove reagents that UMMC no longer purchases, add two (2) new reagents that UMMC wishes to purchase, and renew the term of the Schedule on a month-to-month basis upon expiration. UMMC requests approval for an additional one (1) year renewal term. The term of Schedule

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12231 The term of the amended Schedule 12231 will be six (6) years, commencing May 22, 2013, and ending May 21, 2019. Amendment 4 will be effective on the date signed by both parties, which is expected to be on or before September 1, 2017. The estimated cost over the six (6) year term of Schedule 12231 is \$14,753,861.81. The original estimated cost of the five (5) year term was \$11,753,861.81. UMMC anticipates the need for an additional \$3,000,000 for the extended renewal term. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Associate Commissioner of Legal Affairs prior to the Board's approval of this item, is on file in the Board Office.

REAL ESTATE AGENDA

Presented by Trustee Hal Parker, Chair

On motion by Trustee Parker, seconded by Trustee Starr, with Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Real Estate Agenda. On motion by Trustee Parker, seconded by Trustee Dye, with Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve agenda items #2 - #4.

1. **SYSTEM** – Approved the Facilities Needs Request for the 2018 Legislative Session as prepared by each individual institution. These lists of campus priorities were developed in a similar manner as last year's lists, with each university determining the top five ranking priorities of their respective campus. **(See Exhibit 7.)**
2. **UM** – Approved the request to sell 0.0824 acres of land via a Quitclaim Deed to W S Ashley Holdings II, LLC at a sales price of \$86,500. The property is located South of West Jackson Avenue and surrounded by the university to the East and private property to the South and West. This will provide permanent access to a multifamily residential housing project. The transfer will provide the Grantee all of the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, revision, remainder and easement thereto belonging or in otherwise appertaining. The first appraisal was in the amount of \$75,000. The second appraisal was in the amount of \$80,000. The average of the two appraisals was \$77,500. The university is selling the property for \$86,500 which is above the average of the two appraisals. Grantor grants, bargains, sells, conveys and quitclaims unto Grantee the above described property, together with all of the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, revision, remainder and easement thereto belonging or in otherwise appertaining. The conveyance is subject to any prior reservations of oil, gas or other minerals by predecessors in title, any flood plain or drainage issues and any solid waste liens, rights of way and easements for public roads and public utilities, subdivision, zoning regulations and ordinances in effect in the City of Oxford, Mississippi, all applicable building restrictions of record, any law, ordinance or government regulation which restricts, regulates or prohibits the occupancy, use or location of any improvement created on the Property. Any ad valorem taxes assessed against the Property shall be the responsibility of the Grantee herein. A Phase I Environmental Site Assessment (ESA) is not required for the sale of property. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. This item was

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reviewed and approved by the Attorney General's Office prior to the Board's approval. **(THIS ITEM WAS MOVED FROM THE REAL ESTATE CONSENT AGENDA.)**

3. **UM** – Approved the request to grant a 0.0243 acre permanent sewer and water line easement running along and near West Jackson Avenue to W S Ashley Holdings II, LLC. The easement will provide the right to lay, construct, maintain, operate, and repair sewer lines, pipes, facilities, and appurtenances thereto, all under, across and through the described property. This request is contingent upon the Board's approval of Consent Agenda Item #44 that requests approval of the sale of 0.0824 acres of University of Mississippi land to W S Ashley Holdings II, LLC. Grantor grants to Grantee the exclusive, perpetual right to lay, construct, maintain, operate, and repair sewer lines, pipes, facilities, and appurtenances thereto, all under, across and through the above described property. The Grantor also grants to Grantee, its servants, agents or employees the right of ingress and egress and full access at all times across and to the above described property while constructing said lines or making repairs and/or inspections thereof. The sewer line shall be placed at such a depth as not to be disturbed by cultivating tools, implements or vehicles. The parties do covenant and agree that the consideration is accepted as full compensation for all damages caused by the exercise of any rights granted by this instrument, except that the Grantee shall remain liable for any direct physical damage caused to the remaining property of the Grantor by Grantee's construction forces or by the construction forces of its agents and employees in the construction, maintenance and repair of said line. Grantee agrees to restore any disturbed areas to their same general condition as existed prior to installation and/or repairs of said sewer and water line. Grantee and its servants, agents and employees shall have the right to dig trenches for constructing the above line, of such dimension and shape as those in charge of the construction deem advisable and shall have the right to dig in the ground at any time when it shall be advisable to do so in making repairs to this line. Should Grantee deem it advisable to increase the capacity of the above described line, or any portion thereof, this instrument shall remain in force and effect for such increase or increases in capacity the same as if repairs were being made so long as the new line or lines follow the route of the original line. This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion, thereof, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the easement or easement area. Grantor may terminate this easement and all the rights granted herein any time after six (6) months of continuous non-use of the easement and the easement area by the Grantee. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantees shall promptly remove any and all improvements it installed in, on, under or above the easement area. At the option of the Grantor, all such improvements shall become the personal property of the Grantor at no cost to Grantor. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. This item was reviewed and approved by the Attorney General's Office prior to the Board's approval. **(THIS ITEM WAS MOVED FROM THE REAL ESTATE CONSENT AGENDA.)**
4. **UM** – Approved the request to grant a temporary construction easement running along and near West Jackson Avenue to W S Ashley Holdings II, LLC. The easement will provide the temporary

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right to facilitate construction; this includes but is not limited to ingress/ egress of construction equipment and vehicles, temporary storage of construction equipment, vehicles, and placement of temporary structures. This request is contingent upon the Board's approval of Consent Agenda Item #12 that requests approval of the sale of 0.0824 acres of University of Mississippi land to W S Ashley Holdings II, LLC. Grantee plans to redevelop the Grantee Property for a multifamily residential housing project (the "Project") and in order to complete the construction of the Project, Grantee requires a temporary construction easement on, under, over and across the portion of the Grantor Property, which location of said easement is depicted above, and the Grantor is in agreement to provide and grant such easement on the terms and conditions herein set forth and as more particularly described herein. Grantor hereby grants to Grantee a temporary construction easement, on, under and across the Grantor Property for the portion of the Easement Area which shall be situated on Grantor Property, as described above. Grantor grants the Temporary Construction Easement for the following purposes: (a) to facilitate construction for the Project, this includes but is not limited to ingress/ egress of construction equipment and vehicles, temporary storage of construction equipment, vehicles, and placement of temporary structures. (b) to use the air space to allow the boom of the construction crane, if required for construction, to be used on the Project to swing over the Grantor Property from time to time until the use of such crane work is completed; (c) The work described in subsections (a) and (b) above is collectively referred to herein as the "Easement Work" and (d) This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, licenses, easements and rights of way of record pertaining to Grantor's property of which the easement is a portion, thereof, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the easement or easement area. Unless contemplated in a separate document, it is expressly understood that in no event shall Grantee have any right to use the Grantor Property in any manner other than as contemplated above. Grantor may terminate this easement and all the rights granted herein any time after six (6) months of continuous non-use of the easement and the easement area by the Grantee. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor's property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantees shall promptly remove any and all materials it installed in, on, under or above the easement area. At the option of the Grantor, all such materials shall become the personal property of the Grantor at no cost to Grantor. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. This item was reviewed and approved by the Attorney General's Office prior to the Board's approval. **(THIS ITEM WAS MOVED FROM THE REAL ESTATE CONSENT AGENDA.)**

LEGAL AGENDA

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Presented by Trustee Alan Perry, Chair

On motion by Trustee Perry, seconded by Trustee Parker, with Trustees Pickering participating by phone, all Trustees legally present and participating voted unanimously to move agenda items #1 and #3 to the Executive Session Agenda. Agenda item #4 was voted on as shown below. On motion by Trustee Perry, seconded by Trustee McNair, with Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve agenda item #5.

1. **UMMC** – Settlement of Tort Claim No. 3102. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
2. **UMMC** – Settlement of Tort Claim No. 3004. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
3. **UMMC** – Settlement of Tort Claim No. 3083. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

A motion was made by Trustee Perry, seconded by Trustee Hooper, to approve agenda item #4. The motion failed on a 4 to 7 with Trustee McNair abstaining. Trustees voting for the motion were: Ford Dye, Shane Hooper, “Alan Perry, and Christy Pickering (by phone). Trustees voting against the motion were: Tom Duff, Hal Parker, Chip Morgan, Doug Rouse, C.D. Smith, Ann Lamar, and Walt Starr.

4. **SYSTEM** – Request for approval for reading of modifications to Board Policy 301.0806 University Foundation/Affiliated Entity Activities. **(See Exhibit 8.)**
5. **JSU** – Approved the request to enter into a consultant agreement between Jackson State University, Jackson State University Development Foundation, 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 the university. This contract will be paid for with private foundation funds. In accordance with Board Policy 201.0506 Political Activity, W.T. Consultants’ client list and agreement are included in the bound *August 17, 2017 Board Working File*. **(THIS ITEM WAS MOVED FROM THE LEGAL CONSENT AGENDA.)**

INFORMATION AGENDA

Presented by Commissioner Glenn F. Boyce

ACADEMIC AFFAIRS

1. **SYSTEM** – In accordance with Board Policy 403.0103 Post-Tenure Review, the post-tenure review report below is presented to the Board for information. In 2016–2017, 96% of full-time faculty received an annual evaluation. Forty-Two (42) faculty members were triggered for a post tenure review. Two (2) faculty members are participating in a faculty development plan.

Number of Full-time Faculty	Number of Full-time Faculty Evaluated	Number of Tenured Faculty	Number of Tenured Faculty Triggering Post Tenure Review Process	Maximum Length of Faculty Development Plan	Number of Tenured Faculty in Faculty Development Plan	Number of Tenured Faculty Completing Development Plan		Tenured Faculty Separated from Employment as a Result of the Post Tenure Review Process
						Successfully	Unsuccessfully	

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Alcorn State University									
80	78	27	0	3 years	0	0	0	0	0
Delta State University									
153	147	51	1	3 years	1	1	0	0	0
Jackson State University									
357	349	180	14	2 years	0	0	0	0	0
Mississippi State University									
955	955	500	12	3 years	0	0	0	0	0
Mississippi University for Women									
146	146	57	0	4 years	0	0	0	0	0
Mississippi Valley State University									
120	120	60	14	2 years	0	0	0	0	0
University of Mississippi									
881	835	389	0	3 years	1	0	0	0	0
University of Mississippi Medical Center									
917	824	263	1	1 year	0	0	0	0	0
University of Southern Mississippi									
675	669	344	0	2 years	0	0	0	0	0
System Totals									
4284	4123	1871	42		2	1	0	0	0

ASU – 1 faculty retired and 1 faculty on family medical leave

DSU – 5 faculty resigned and 1 faculty retired

JSU – 7 faculty evaluated on another review cycle and 1 faculty serving as interim dean at time of evaluation

UM – 28 administrators on quadrennial review cycle, 12 faculty non-returning professor, 1 faculty died, and 1 retiring, 1 faculty on leave without pay, 1 new faculty, and 1 faculty promoted to administrative position.

UMMC – 4 faculty resigned or non-renewed; 3 faculty on leave, and 16 faculty recent hires.

USM – 2 faculty resigned, 2 faculty pending HR consultation; 1 faculty retired, and 1 faculty on fellowship leave.

2. **SYSTEM** – Annual Report on Faculty Tenure. In 2010–2011, IHL institutions hired 106 tenure track faculty members. As of the 2016–2017 academic year, 69% were awarded tenure from the 2010–2011 cohort.

Institution	Number Hired (2010-2011)	Number Applied for Tenure	Number Awarded Tenure	Percentage Awarded who Applied for Tenure	* Number of Cohort Received Tenure	Percentage of Cohort Awarded Tenure
Alcorn State University	2	1	1	100%	1	50%
Delta State University	4	1	1	100%	1	25%
Jackson State University	10	10	10	100%	10	100%
Mississippi State University	44	23	23	100%	23	52%
Mississippi University for Women	5	*6	*6	100%	5	100%
Mississippi Valley State University	1	1	1	100%	1	100%
University of Mississippi	19	8	7	88%	11	58%
University of MS Medical Center	7	7	**6	100%	6	85%
University of Southern Mississippi	14	7	7	100%	7	50%
***System Totals	106	64	62	99%	65	69%

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* Includes those who received tenure at time of appointment and/or early tenure.

** The decision to award tenure for the 1 outstanding applicant is pending findings of an investigation.

*** Total percentage values based on total number values.

3. **SYSTEM** – Commissioner Glenn F. Boyce approved the report on the degrees to be conferred in August 2017.

Institution	Degree to be Conferred	Number	Subtotal	Total	
Delta State University					
	<i>College of Arts and Sciences</i>				
	Bachelor of Arts	2			
	Bachelor of Science	3			
	Bachelor of Social Work	1			
			6		
	<i>College of Business</i>				
	Bachelor of Business Administration	2			
			2		
	<i>College of Education</i>				
	Bachelor of Science	2			
			2		
	<i>School of Graduate Studies</i>				
	Master of Business Administration	7			
	Master of Commercial Aviation	2			
	Master of Education	5			
	Master of Arts in Teaching	1			
	Master of Arts in Liberal Studies	1			
	Master of Professional Accountancy	1			
	Master of Science in Social Justice and Criminology	1			
	Master of Science in Sport and Human Performance	1			
	Education Specialist	3			
			22		
				32	
Jackson State University					
	<i>Undergraduate</i>				
	Bachelor of Arts	27			
	Bachelor of Business Administration	29			
	Bachelor of Music	2			
	Bachelor of Music Education	1			
	Bachelor of Science	56			
	Bachelor of Science Education	26			
	Bachelor of Social Work	11			
			152		
	<i>Graduate</i>				
	Master of Arts	5			

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Institution	Degree to be Conferred	Number	Subtotal	Total	
	Master of Arts in Teaching	4			
	Master of Business Administration	14			
	Master of Music Education	4			
	Master of Professional Accountancy	1			
	Master of Public Health	8			
	Master of Public Policy and Administration	1			
	Master of Science	17			
	Master of Science in Education	15			
	Master of Science in Teaching	2			
	Master of Social Work	11			
	Specialist in Education	5			
	Doctor of Education	2			
	Doctor of Philosophy	18			
	Doctor of Public Health	2			
			109		
				261	
Mississippi State University					
	<i>College of Agriculture and Life Sciences</i>				
	Bachelor of Science	17			
	Master of Agribusiness Management	2			
	Master of Landscape Architecture	1			
	Master of Science	14			
	Doctor of Philosophy	2			
			36		
	<i>College of Architecture, Art, and Design</i>				
	Bachelor of Science	1			
			1		
	<i>College of Arts and Sciences</i>				
	Bachelor of Arts	24			
	Bachelor of Science	44			
	Master of Arts	2			
	Master of Public Policy and Administration	1			
	Master of Science	25			
	Doctor of Philosophy	8			
			104		
	<i>College of Business</i>				
	Bachelor of Business Administration	26			
	Master of Business Administration	8			
	Doctor of Philosophy	3			
			37		
	<i>College of Education</i>				

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Institution	Degree to be Conferred	Number	Subtotal	Total	
	Bachelor of Science	23			
	Master of Arts in Teaching	2			
	Master of Arts in Teaching Middle	3			
	Master of Arts in Teaching Secondary	2			
	Master of Science	18			
	Educational Specialist	8			
	Doctor of Philosophy	5			
			61		
	<i>College of Engineering</i>				
	Bachelor of Science	23			
	Master of Science	9			
	Doctor of Philosophy	6			
			38		
	<i>College of Forest Resources</i>				
	Bachelor of Science	1			
	Master of Science	3			
	Doctor of Philosophy	4			
			8		
	<i>College of Veterinary Medicine</i>				
	Doctor of Philosophy	4			
			4		
	<i>School of Accountancy</i>				
	Bachelor of Accountancy	6			
	Master of Professional Accountancy	11			
			17		
				306	
Mississippi University for Women					
	<i>Undergraduate</i>				
	Associate of Science in Nursing	1			
	Bachelor of Art	6			
	Bachelor of Fine Art	2			
	Bachelor of Applied Science	2			
	Bachelor of Music	1			
	Bachelor of Science	29			
	Bachelor of Science in Nursing	311			
			352		
	<i>Graduate</i>				
	Master of Art	1			
	Master of Business Administration	1			
	Master of Education	9			
	Master of Fine Art	5			
	Master of Science	1			

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Institution	Degree to be Conferred	Number	Subtotal	Total	
	Master of Science in Nursing	31			
			48		
				400	
University of Mississippi					
	<i>College of Liberal Arts</i>				
	Bachelor of Arts	173			
	Bachelor of Science	10			
	Bachelor of Fine Arts	4			
			187		
	<i>School of Engineering</i>				
	Bachelor of Science in Chemical Engineering	2			
	Bachelor of Science in Civil Engineering	3			
	Bachelor of Science in Computer Science	6			
	Bachelor of Science in Electrical Engineering	2			
	Bachelor of Science in Mechanical Engineering	5			
	Bachelor of Science in Geological Engineering	8			
	Bachelor of Engineering	1			
	Bachelor of Science in Geology	8			
			35		
	<i>School of Education</i>				
	Bachelor of Arts in Education	2			
			2		
	<i>School of Pharmacy</i>				
	Pharmaceutical Sciences	114			
			114		
	<i>School of Business</i>				
	Bachelor of Business Administration	187			
			187		
	<i>School of Accountancy</i>				
	Bachelor of Accountancy	96			
			96		
	<i>School of Applied Sciences</i>				
	Bachelor of Science in Criminal Justice	49			
	Bachelor of Science in Exercise Science	57			
	Bachelor of Science	66			
	Bachelor of Social Work	104			
	Bachelor of Arts in Parks and Recreation Administration	6			
	Bachelor of Paralegal Studies	3			
			285		
	<i>School of Journalism and New Media</i>				
	Bachelor of Arts in Journalism	25			

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Institution	Degree to be Conferred	Number	Subtotal	Total	
	Bachelor of Science	52			
			77		
	<i>General Studies</i>				
	Bachelor of General Studies	93			
			93		
	<i>Graduate School</i>				
	Master of Arts	28			
	Master of Criminal Justice	2			
	Master of Science	13			
	Master of Science in Exercise Science	2			
	Master of Fine Arts	1			
	Master of Accountancy	53			
	Master of Business Administration	37			
	Master of Taxation	7			
	Master of Education	46			
	Master of Music	2			
	Master of Social Work	3			
	Specialist in Education	26			
	Doctor of Philosophy	20			
			240		
	<i>Law School</i>				
	Juris Doctor	3			
			3		
				1319	
University of Mississippi Medical Center					
	<i>Undergraduate</i>				
	Bachelor of Science in Nursing	87			
	Bachelor of Science in Health Informatics and Information Management	1			
			88		
	<i>Graduate/Professional</i>				
	Master of Science	4			
	Master of Science in Nursing	9			
	Master of Occupational Therapy	1			
	Master of Health in Informatics and Information Management	6			
	Doctor of Philosophy	13			
	Doctor of Nursing Practice	4			
			37		
				125	
University of Southern Mississippi					
	<i>College of Arts and Letters</i>				
	Bachelor of Arts	21			
	Bachelor of Fine Arts	2			

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Institution	Degree to be Conferred	Number	Subtotal	Total	
	Bachelor of Interdisciplinary Studies	10			
	Bachelor of Liberal Studies	17			
	Bachelor of Music	1			
	Bachelor of Science	4			
	Master of Arts	8			
	Master of the Arts in Teaching of Language	7			
	Master of Fine Arts	3			
	Master of Music	3			
	Master of Music Education	6			
	Master of Science	1			
	Doctor of Philosophy	4			
			87		
	<i>College of Business</i>				
	Bachelor of Science	8			
	Bachelor of Science in Business Administration	42			
	Master of Business Administration	18			
	Master of Professional Accountancy	1			
	Master of Science	12			
			81		
	<i>College of Education and Psychology</i>				
	Bachelor of Arts	3			
	Bachelor of Science	40			
	Master of Arts	4			
	Master of Arts in Teaching	2			
	Master of Education	25			
	Master of Library and Information Science	8			
	Master of Science	24			
	Specialist in Education	4			
	Doctor of Education	1			
	Doctor of Philosophy	18			
			129		
	<i>College of Health</i>				
	Bachelor of Arts	6			
	Bachelor of Science	47			
	Bachelor of Social Work	2			
	Master of Public Health	1			
	Master of Science	14			
	Doctor of Philosophy	1			
			71		
	<i>College of Nursing</i>				
	Master of Science in Nursing	11			
	Doctor of Nursing Practice	1			

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Institution	Degree to be Conferred	Number	Subtotal	Total	
			12		
	<i>College of Science and Technology</i>				
	Bachelor of Arts	8			
	Bachelor of Science	37			
	Master of Arts	2			
	Master of Science	36			
	Doctor of Philosophy	25			
			108		
				488	
System Total					
					2931

FINANCE

4. **UMMC** – In June 2017, the Board of Trustees conditionally approved an Agreement between UMMC and INO Therapeutics, LLC contingent on UMMC’s receipt of a P-1 from the Department of Finance and Administration (DFA) and provision of copies of the P-1 to the IHL and the Attorney General’s Office. UMMC has satisfied the contingency for IHL Board approval of the agreement by its receipt of a P-1 from the DFA and by providing copies of the P-1 to the IHL and the Attorney General’s Office.
5. **UMMC** – In April 2017, the Board of Trustees conditionally approved a Purchase Agreement between UMMC and Phadia US, Inc. contingent on UMMC’s receipt of a P-1 from the Department of Finance and Administration (DFA) and provision of copies of the P-1 to the IHL and the Attorney General’s Office. UMMC has satisfied the contingency for IHL Board approval of the agreement by its receipt of a P-1 from the DFA and by providing copies of the P-1 to the IHL and the Attorney General’s Office.
6. **UMMC** – In June 2017, the Board of Trustees conditionally approved a Purchase Agreement between UMMC and Terumo BCT, Inc. contingent on UMMC’s receipt of a P-1 from the Department of Finance and Administration (DFA) and provision of copies of the P-1 to the IHL and the Attorney General’s Office. UMMC has satisfied the contingency for IHL Board approval of the agreement by its receipt of a P-1 from the DFA and by providing copies of the P-1 to the IHL and the Attorney General’s Office.
7. **UMMC** - In March 2017, the Board of Trustees conditionally approved a Master Agreement and Product Agreement between UMMC and Therakos, Inc. contingent on UMMC’s receipt of a P-1 from the Department of Finance and Administration (DFA) and provision of copies of the P-1 to the IHL and the Attorney General’s Office. UMMC has satisfied the contingency for IHL Board approval of the agreement by its receipt of a P-1 from the DFA and by providing copies of the P-1 to the IHL and the Attorney General’s Office.

REAL ESTATE

8. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the June 15, 2017 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 9.)

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LEGAL

9. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See **Exhibit 10.**)
10. **ASU** – Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved Alcorn State University’s emergency request to contract with the law firm of Baker Hostetler with regard to an incident of confidential personal information disclosure. The term of the contract shall expire upon completion of the scope of services. The hourly rate will be \$365 for partners, \$335 for associates, and \$125 for paralegal services, with a maximum amount payable under the contract of \$50,000.00, of which only a \$5,000 deductible will be billed directly to ASU. The remainder will be billed directly to ASU’s insurer.
11. **DSU** – Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved Delta State University’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 by GeoServices. 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.
12. **SYSTEM** – Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved the agency’s emergency request to contract with attorney Paul Stephenson, III of Watkins and Eager to defend IHL and the University of Mississippi in the Nutt v. University of Mississippi case. The hourly rate will be \$325 with a maximum amount payable under the contract of \$100,000.
13. **SYSTEM** – Pursuant to IHL Board Policy 1103 Requests for Legal Opinions from the Attorney General, the IHL Board Legal Committee Chair granted permission to request an opinion by the Attorney General regarding Miss. Code Ann. §25-1-113 and electronic call logs. See **Exhibit 11** for the questions seeking clarification of the law.

ADMINISTRATION/POLICY

14. **MUW** – The Mississippi University for Women athletics program has been accepted into the NCAA Division III exploratory program beginning in September of 2017. The Division III philosophy of educating students through the athletic experience is an ideal match for this university as we strive to provide a complete and positive educational experience.
15. **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. **DSU** - 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 July 7, 2017, Commissioner Glenn F. Boyce approved the lease agreement with Coahoma Community College for the lease of property located at 109 Clark Street, Clarksdale, MS, for use as the Coahoma County Higher Education Center. The term of the lease is for one year beginning July 1, 2017 at a total cost of \$6,400. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
 - b. **DSU** - 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 August 3, 2017, Commissioner Glenn F. Boyce approved ground lease agreement with Delta State University Foundation, Inc. for the purpose of allowing the Foundation to remove and replace the existing

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replicated grass field at Parker Field. The term of the lease is 2 months ending September 30, 2017 at a cost of \$1.00. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

- c. **MSU** – In accordance with Board Policy 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 June 26, 2017, Commissioner Glenn F. Boyce approved the renewal of the lease agreement between the university and the MSU Research & Technology Corporation for 4,372 square feet of Class A office space at the NASA Stennis Space Center for the Northern Gulf Institute. The contract is for one year – October 1, 2017 through September 30, 2018. The contract amount is \$76,291.40 plus pro-rated actual cost of utilities and telephones. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- d. **MSU** – In accordance with Board Policy 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 June 26, 2017, Commissioner Glenn F. Boyce approved the renewal of the lease agreement between the Mississippi Agricultural and Forestry Experiment Station (MAFES)/MSU and the U.S. Department of Agriculture; Research, Education and Economics; Agricultural Research Service (USDA/ARS) for 4,164 square feet of greenhouse space at the Delta Branch Experiment Station, Washington County, MS. The term of the contract is one year – September 1, 2017 through August 31, 2018. This is year 8 of this contract, which may be renewed annually through August 31, 2021. The contract amount is \$1 receipt of which is acknowledged. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- e. **MSU** – 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 July 5, 2017, Commissioner Glenn F. Boyce approved the 2017-18 Traffic and Parking Rules and Regulations.
- f. **MSU** – In accordance with Board Policy 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 July 6, 2017, Commissioner Glenn F. Boyce approved the renewal of the lease agreement between the Mississippi Agricultural and Forestry Experiment Station (MAFES)/MSU and the U.S. Department of Agricultural Research Service for 12.37 acres of land at the South Mississippi Branch Experiment Station in Pearl River County, MS to be used for government agricultural research purposes. The term of the lease is one year – October 1, 2017 through September 30, 2018. This is year 8 of a possible 10-year lease. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- g. **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

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contracting to make prepayment of goods or services before such goods or services are received. On July 20, 2017, Commissioner Glenn F. Boyce approved the renewal of the lease agreement with the U.S. Department of Agriculture/Agricultural Research Service for approximately 30.7 acres of land on the McNeill sub-unit of MSU's South Mississippi Branch Experiment Station, Coastal Research and Extension Center, Mississippi Agricultural and Forestry Experiment Station in Pearl River County, MS to be used for government agricultural research purposes. This is a one-year lease. This is year 4 of a 10-year lease terminating in September 2023. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

- h. **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.” On August 4, 2017, Commissioner Glenn F. Boyce approved the lease agreement with U.S. Congressman Gregg Harper for approximately 200 square feet of office space within the MSU-Meridian Riley Campus located at 2214 5th Street, Meridian, MS. The term of the initial agreement is for 18 months beginning August 1, 2017 at a total cost of \$250 per month through July 31, 2017 and increasing to \$260 per month through the term of the agreement. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- i. **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 June 29, 2017, Commissioner Glenn F. Boyce approved the budget revisions for the On Campus Budget, Off Campus Budget, Super Computer Budget, Center for Manufacturing Excellence Budget, and the State Court Education Program Budget for Fiscal Year 2017. 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. Copies of the documents are included in the *August 17, 2017 Board Working File*.
- j. **UM** – 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 July 6, 2017, Commissioner Glenn F. Boyce approved the lease agreement with Anderson Communications for space on a broadcast transmission tower necessary for broadcasting WUMS-FM radio transmission. The lease is for a term of three years—July 1, 2017 through June 30, 2018—with a provision for automatic renewal for an additional three-year term, at an annual rate of \$6,000 to be paid at the beginning of each year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- k. **UM** – 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

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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 July 6, 2017, Commissioner Glenn F. Boyce approved the lease agreement with Ascent Aviation Group for two aviation refueler tanks. The lease is for a term of five years—July 1, 2017 through June 30, 2022—at a monthly rate of \$900 for the Jet refueler truck and \$700 for the Avgas refueler truck for a total contract amount of \$96,000 over the course of the five-year term. The monthly payments are due at the beginning of each month. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

- l. **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 July 7, 2017, Commissioner Glenn F. Boyce approved the Part-Time Space Occupancy Agreement with Jackson HMA, LLC for approximately 4,249 square feet of clinic and office space, including furnishings, for use one half-day per week by UMMC cardiac physicians to see Merit Central patients for pre-operative and post-operative visits for cardiac surgeries performed at Merit Central by UMMC physicians. The lease is for a term of one year estimated to begin July 1, 2017 at a total cost of \$10,712 or \$206 per 4-hour day, one day per week. Rental payments will be due at the beginning of each month at the rates specifically set out in the agreement. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- m. **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 July 7, 2017, Commissioner Glenn F. Boyce approved the Part-Time Space Occupancy Agreement with The Vicksburg Clinic, LLC for approximately 2,298 square feet of clinic and office space, including furnishings, for use two half-days per month by UMMC cardiac physicians to see River Region patients for pre-operative and post-operative visits for cardiac surgeries performed at River Region by UMMC physicians. The lease is for a term of five years estimated to begin on July 1, 2017 at a total cost of \$18,720 or \$156 per 4-hour day, two 4-hour days per month. Rental payments will be due at the beginning of each month at the rates specifically set out in the agreement. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

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- n. **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 July 21, 2017, Commissioner Glenn F. Boyce approved the lease agreement with Greenwood Leflore Airport for approximately 7,960 square feet of office space for use by the AirCare 4 air ambulance staff and approximately 8,000 square feet of ground space for the placement of a fuel tank. The term is for three years—August 1, 2017 through July 31, 2020—at a cost of \$2,000 per month for the office space and \$43.34 per month for the ground space. Rent is payable at the beginning of each month as set out in Section 3 of the lease agreement. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- o. **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 July 6, 2017, Commissioner Glenn F. Boyce approved the lease agreement with United Methodist Ministry with Children & Families, Inc. d/b/a Methodist Children’s Home for approximately 1,600 square feet of classroom and office space known as “Magnolia Home” on the campus of Methodist Children’s Homes. The space will be used by the Early Oral Intervention graduate program. The term of the lease is for two years beginning August 1, 2017 with a total cost of \$16,000 to be prepaid in annual increments of \$8,000 each on August 1st of each year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- p. **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 July 6, 2017, Commissioner Glenn F. Boyce approved the lease agreement amendment with SciGenesis, LLC to decrease the amount of space being leased by SciGenesis in the University’s Accelerator Building by approximately 661 square feet to a new total of 456 square feet. The new annual rent will be \$11,400. The term of the lease began June 1, 2010 for one year with automatic one-year renewals since that time. All other provisions of the existing lease remain unchanged. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- q. **USM** – 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 July

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5, 2017, Commissioner Glenn F. Boyce approved the 2017-18 Traffic and Parking Regulations.

- r. **SYSTEM** – On August 4, 2017, Commissioner Glenn F. Boyce reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning April 1, 2017 and ending June 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.

ANNOUNCEMENTS/OTHER BUSINESS

- President Smith appointed Trustee Shane Hooper as chairman of the Mississippi Valley State University Presidential Search Committee. On motion by Trustee Perry, seconded by Trustee McNair, with Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve this appointment.
- Commissioner Glenn Boyce commended the university presidents on their efforts to increase enrollment.
- President Smith announced that the board will meet for its annual retreat September 20-22, 2017 at Long Leaf Plantation in Purvis, MS.
- President Smith invited the university presidents to report on current activities on their campuses.

**ACADEMIC AFFAIRS
COMMITTEE REPORT
Wednesday, August 16, 2017**

The meeting was called to order by Chairman Tom Duff at approximately 1:00 p.m. The following items were discussed.

1. The Committee discussed the proposed re-structuring of Academic Affairs at the University of Southern Mississippi. **No action was taken.**
2. By consensus, the Committee adjourned at approximately 1:23 p.m.

The following Committee members attended the meeting: Mr. Tom Duff (Chair), 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. Dr. Ford Dye and Mr. Shane Hooper were absent.

**FINANCE
COMMITTEE REPORT
Wednesday, August 16, 2017**

The meeting was called to order by Chairman Christy Pickering at approximately 2:00 p.m. The following items were discussed.

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1. The Committee discussed Mississippi State University's request to enter into a pre-development contract with EdR Management, Inc. to determine the feasibility of constructing a residential facility with retail and commercial space. **No action was taken.**

2. By consensus, the Committee adjourned at approximately 3:30 p.m.

The following Committee members attended the meeting: Ms. Christy Pickering (Chair), Mr. Tom Duff, Dr. Ford Dye, 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. Shane Hooper was absent.

**LEGAL
COMMITTEE REPORT**

Wednesday, August 16, 2017

The meeting was called to order by Chairman Alan Perry at approximately 3:00 p.m. The following items were discussed.

1. The Committee discussed the request approve modifications to Board Policy 301.0806 University Foundation/Affiliated Entity Activities for first reading. By consensus, the current policy remains in place with no changes. **No action was taken.**

2. By consensus, the Committee adjourned at approximately 3:45 p.m.

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

**HEALTH AFFAIRS
COMMITTEE REPORT**

Wednesday, August 16, 2017

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 update on clinical quality from Dr. Michael Henderson, Chief Medical Officer at the University of Mississippi Medical Center. **No action was taken.**
2. Executive Session

On motion by Trustee Starr, seconded by Trustee McNair, with Trustees Pickering 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 McNair, seconded by Trustee Starr, with Trustees Pickering and Smith 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 plans of a public hospital by its Board;

The Committee discussed the strategic plans of the University of Mississippi Medical Center. **No action was taken.**

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On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Hooper participating by phone and Trustee Pickering 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 Duff, with Trustee Hooper participating by phone and Trustee Pickering absent and not voting, all Trustees legally present and participating voted unanimously to adjourn the meeting.

The following Committee members attended the meeting: Dr. Ford Dye (Chair), Mr. Tom Duff, Mr. Shane Hooper (by phone), 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. Ms. Christy Pickering was absent.

EXECUTIVE SESSION

On motion by Trustee Perry, seconded by Trustee Hooper, with Trustee Pickering 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 Hooper, seconded by Trustee Duff, with Trustees Perry and Pickering 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 one state university personnel matter;
Discussion of one system office personnel matter; and
Discussion of three state university litigation matters.

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

On motion by Trustee Dye, seconded by Trustee Rouse, with Trustee Pickering absent and not voting, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3083 styled as *Rebecca Hentz vs. UMMC, et al.*, as recommended by counsel.

On motion by Trustee Dye, seconded by Trustee Hooper, with Trustee Pickering absent and not voting, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3004 styled as *Kenyita Campbell vs. UMMC, et al.*, as recommended by counsel.

On motion by Trustee Dye, seconded by Trustee Hooper, with Trustee Pickering absent and not voting, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3102 styled as *Tasha Hairston vs. UMMC, et al.*, as recommended by counsel.

On motion by Trustee McNair, seconded by Trustee Rouse, with Trustee Pickering absent and not voting, all Trustees legally present and participating voted unanimously to grant tenure to Dr. Jim Borsig, President of Mississippi University for Women, within the Department of Political Science at MUW.

The Board discussed a personnel matter at the system office. **No action was taken.**

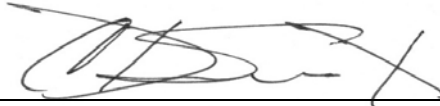
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On motion by Trustee Starr, seconded by Trustee Rouse, with Trustee Pickering absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.

On motion by Trustee Smith, seconded by Trustee Lamar, with Trustee Pickering absent and not voting, all Trustees legally present and participating voted unanimously to appoint Trustee Hal Parker to serve on the Mississippi Educational Television aka Mississippi Public Broadcasting Board from August 17, 2017 until June 30, 2019, subject to confirmation by the Mississippi State Senate.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Hooper, seconded by Trustee Starr, with Trustee Pickering 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
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EXHIBITS

- Exhibit 1 Approval for final reading of Board Policy 521 Adult Degree Completion Program.
- Exhibit 2 Approval of MS-ITS to extend Ellucian Technical Currency and support services for the Ellucian software suite of products for Delta State University.
- Exhibit 3 Approval of MS-ITS to extend Ellucian Technical Currency and support services for the Ellucian software suite of products for Jackson State University.
- Exhibit 4 Approval of MS-ITS for the provision of a hosted High Performance Computing Cluster for the University of Southern Mississippi.
- Exhibit 5 Approval of MS-ITS, acting as contracting agent for IHL, entering into an agreement with Regional Economic Models, Inc.
- Exhibit 6 Approval of supplemental Bond Resolution to issue Educational Building Corporation revenue bonds in an amount not to exceed thirty-four million (\$34,000,000), in toto, in order to refund certain bond obligations (series 2010-a-1) for Jackson State University.
- Exhibit 7 Facilities Needs Requests for the 2018 Legislative Session.
- Exhibit 8 Request for approval for first reading of modification to Board Policy 301.0806 University Foundation/Affiliated Entity Activities.
- Exhibit 9 Real Estate items that were approved by the IHL Board staff subsequent to the June 15, 2017 Board meeting.
- Exhibit 10 Report of the payment of legal fees to outside counsel.
- Exhibit 11 Request for an Opinion by the Attorney General regarding Miss. Code Ann. §25-1-113 and electronic call logs.

EXHIBIT 1

August 17, 2017

SYSTEM – APPROVAL FOR FINAL READING FOR NEW BOARD POLICY 521 ADULT DEGREE COMPLETION PROGRAM

521 ADULT DEGREE COMPLETION PROGRAM

A. GENERAL POLICY

The Complete 2 Compete (C2C) Initiative statewide program was developed to encourage Mississippi adults who have completed some college, but earned no degree, to return to college and finish what they started. The Adult Degree Completion Program provides adult learners with a flexible path to a bachelor's degree and is one option for returning students to obtain degree completion through the C2C Initiative. The Adult Degree Completion Program is intended to serve adult learners who have earned at least 90 credit hours but have not completed a baccalaureate degree and have not attended a postsecondary institution in the past twenty-four months based on last date of attendance. The curriculum may be individualized for each adult learner based on coursework completed and career goals.

1) ADULT DEGREE COMPLETION PROGRAM

Each IHL institution may offer the Adult Degree Completion Program as an emphasis under an existing baccalaureate program or as a new baccalaureate program. An IHL institution may choose to list discipline-specific concentrations for the programs under the Adult Degree Completion Program on the adult learner's final transcript.

A student may not be enrolled in the Adult Degree Completion Program and another baccalaureate degree program simultaneously. Admission to the Adult Degree Completion Program does not provide for admission to other baccalaureate degree programs at the IHL institutions; however, an institution may choose to allow a transfer path from the Adult Degree Completion Program to another baccalaureate degree program within their institution.

2) ADMISSION TO ADULT DEGREE COMPLETION PROGRAM

A student is eligible for admission to the Adult Degree Completion Program if he/she has earned at least 90 credit hours but has not completed a baccalaureate degree, and has not attended a postsecondary institution in the past twenty-four months based on last date of attendance.

All earned credit for college-level academic credit-bearing work earned before admission into the C2C Initiative may be accepted to satisfy the Adult Degree Completion Program degree requirements. Transfer coursework for which a student earned a grade of "D" may be accepted to satisfy the Adult Degree Completion Program degree requirements. All failing grades (e.g., "F" grades) received before admission to the Adult Degree Completion Program may be

EXHIBIT 1

August 17, 2017

disregarded but should count in credit hours attempted to determine financial aid eligibility. Additional requirements may be established by the admitting institution.

3) INSTITUTIONAL POLICIES

- a. Adult learners returning to postsecondary education through the C2C Initiative may choose the Adult Degree Completion Program and only the requirements set forth in this policy may apply. For the Adult Degree Completion Program, additional degree requirements, catalog year requirements, and academic residency requirements may be waived by an institution.
- b. An adult returning to postsecondary education through the C2C Initiative may choose a baccalaureate degree program other than the Adult Degree Completion Program, and institutional policies and degree requirements will apply. Institutional readmission policies will apply to adult learners who choose a baccalaureate program other than the Adult Degree Completion Program.

4) MINIMUM ADULT DEGREE COMPLETION PROGRAM REQUIREMENTS

- a. The minimum number of hours required in the Adult Degree Completion Program is 120 credit hours. Credits earned through prior learning assessment, competency-based education, or regionally-accredited Career Technical programs may be included as part of the 120 hours.
- b. A program grade point average (GPA) of 2.0 must be earned. This may be the only GPA requirement that an adult learner in the Adult Degree Completion Program must satisfy to meet graduation requirements from an IHL institution. Only the credit hours required for the degree will be used to calculate the program GPA.
- c. Of the 120 credit hours required for the Adult Degree Completion Program, minimum requirements are as follows:

General Education Core Curriculum (<i>IHL Policy 512 Core Curriculum</i>)	30 credit hours
Credit in residence at the awarding institution	30 credit hours
Upper-Division Credit	30 credit hours

5) FINANCIAL HOLDS

Adult learners with previous financial holds returning through the C2C Initiative must establish a repayment plan with the admitting institution prior to enrolling and registering for classes.

EXHIBIT 1

August 17, 2017

6) TUITION AND FEES

Tuition and fees for enrollment in courses will be assessed according to the established tuition and fee schedule at each IHL institution.

7) DELIVERY FORMAT

The format (e.g., online, accelerated, hybrid, face-to-face) of the courses offered in the Adult Degree Completion Program may be determined by the admitting institution.

8) REPEATED COURSES

Grades of “F” earned while enrolled in the Adult Degree Completion Program may be repeated to earn a grade that satisfies the Adult Degree Completion Program degree requirements. The highest grade may stand as the official grade, and in that case, only the highest grade earned may be calculated in the Adult Degree Completion Program GPA.

9) PRIOR LEARNING ASSESSMENT AND COMPETENCY-BASED EDUCATION

The Adult Degree Completion Program may integrate prior learning assessment (PLA) and competency-based education (CBE) into university coursework. PLA and CBE credits may apply toward the Adult Degree Completion Program degree requirements.

- a. PLA credit may include individualized student portfolios, evaluation of corporate and military training, program evaluations, challenge exams, and standardized exams. Credit earned through PLA may count as lower-division or upper-division credit. Credit earned through PLA shall not count toward the 25 percent residency requirement for the degree-awarding institution. The types of PLA accepted may be determined by the IHL institution.
- b. CBE credit may include demonstrated mastery of competencies embedded into a conventional curriculum comprised of courses (course/credit-based approach) and evaluation of student achievement solely on the demonstration of competencies (direct assessment). In the Adult Degree Completion Program, an institution may accept up to 25 percent of the degree requirements as CBE. This requirement may be waived for institutions that have gained SACSCOC approval to offer an entire program as direct assessment or a hybrid direct assessment competency-based educational program where at least 50 percent of the competency-based program is direct assessment. Credit earned through CBE may count as lower-division or upper-division credit. Credit earned through CBE may count toward the 25 percent residency requirement for the degree-awarding institution. The types of CBE accepted may be determined by the IHL institution.

EXHIBIT 2

August 17, 2017

ITS CONTRACT ACCEPTANCE
Project Number 43601
For Banner Maintenance Renewal-Amendment #2

TO:

Edwin Craft
DSU

RETURN TO:

Paula Conn
Dept. of Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
Phone: 601-432-8046
Fax: 601-713-6380

DATE SENT: July 12, 2017

RETURN BY: July 26, 2017

INSTRUCTIONS:

Please review the attached contract forwarded to you by the ITS staff. **If any material changes are needed to this contract, please mark all changes needed on the document and return to ITS for changes. You will be sent a revised copy to review before you sign this Contract Acceptance form.** Otherwise, please select one of the options below and return this form to the address above.

Please initial the appropriate line to indicate the contract has been reviewed & is accepted by your agency/institution and that all reviews by your agency attorney and management are complete:

_____ without changes

_____ with the following corrections to format or syntax: (attach additional pages if needed)

Page Number	Correction Needed:

Please list all names/titles, if any, who will sign this contract on behalf of your agency:

_____ None; we accept the signature of the ITS Executive Director on our behalf

_____ Please add a signature line for the following person(s) from our agency:

Name	Title

CONTRACT DELIVERY (SELECT ONE):

_____ Send contracts to vendor via overnight delivery and bill our agency/institution.

_____ Send contracts to vendor via regular United States Postal Service mail.

AUTHORIZED SIGNATURE / DATE

AGENCY / INSTITUTION

My signature above indicates that my agency/institution is a full party to the above-referenced contract, with or without the signature of the agency executive on the body of the contract. My agency executive understands and agrees that: (1) 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, and, as contracting agent, must be a party to any amendments, change orders, or termination actions for the life of this contract; (2) ITS as contracting agent is not responsible or liable for the performance or non-performance of any of agency's contractual obligations, financial or otherwise, for this contract; and (3) my agency/institution is responsible for day-to-day management of the project and contract and all business decisions pertaining thereto and must initiate any actions regarding payments, changes in scope, early termination, and invocation of any penalties defined herein, providing appropriate notification to ITS when required.

EXHIBIT 2

August 17, 2017

Edwin Craft

From: Paula Conn, CPM <Paula.Conn@its.ms.gov>
Sent: Wednesday, July 12, 2017 10:03 AM
To: Edwin Craft
Subject: RESPONSE REQUIRED: Amendment #2 to Ellucian supplement
Attachments: 43601-Ellucian Company L.P-DSU-June2017-Amendment.pdf; Work Product Acceptance Form Contract-Amendment #2.doc

Edwin,

Attached is amendment #2 to the supplement with Ellucian. Amendment #2 covers the seven years beginning September 1. Please have this document reviewed and if acceptable, have the Work Product Acceptance form, also attached, signed. We will NOT fully execute this agreement until after approval by the IHL board on 8/17/17. However, we should not wait until the last minute to start the process. Since we have the luxury of a few weeks, I have asked that I receive a response no later than July 26, 2017. Do not hesitate to contact me if you have any questions or concerns.

Paula

Paula Conn, CPM
Technology Consultant
MS Department of Information Technology Services
601-432-8046 | www.its.ms.gov



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EXHIBIT 2

August 17, 2017

PROJECT NUMBER 43601
AMENDMENT # 2 TO
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 SOFTWARE AND
SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
DELTA STATE UNIVERSITY
(ORIGINAL PROJECT NUMBER 38893)

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend and is made subject to the terms and conditions of the original Supplement to Master Software License and Service Agreement executed on February 23, 2011 and amended on June 30, 2017 (hereinafter referred to as "Supplement"), between Ellucian Company L.P., having its principal place of business at 4 Country View Road, Malvern, Pennsylvania 19355 (hereinafter referred to as "Licensor" and/or "Ellucian"), 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 Delta State University located at Highway 8 West, Cleveland, Mississippi 38733 (hereinafter referred to as "Licensee" and/or "DSU"). ITS and Licensee are sometimes collectively referred to herein as "State".

WHEREAS, DSU desires to renew Technical Currency maintenance services for its Ellucian software products;

NOW THEREFORE, ITS, DSU, and Ellucian, by entering into this Amendment Number 2, mutually agree that the following provisions shall modify the aforementioned Supplement:

In order to renew Technical Currency maintenance services for the Ellucian software products beginning September 1, 2017 and continuing through August 31, 2024, the parties agree that Exhibit A in the Supplement and Exhibit A-1 in the Amendment Number 1 shall be and hereby are, as of the date of the last signature below, modified by the addition of the new Exhibit A-2, which is attached to this Amendment Number 2 and incorporated herein by reference. As a result of this Amendment Number 2, Licensor agrees to provide the additional Technical Currency maintenance services listed in the attached Exhibit A-2 at the pricing therein stated not to exceed an additional \$2,202,576.00."

Any conflict between this Amendment Number 2 and the Supplement will be resolved in favor of this Amendment Number 2. Except as expressly modified by this Amendment Number 2, all other terms and conditions of the Supplement executed on February 23, 2011 and amended on June 30, 2017 shall remain unchanged and in full force and effect.

Signature Page to Follow

EXHIBIT 2

August 17, 2017

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment Number 2 as of the last signature date herein below.

State of Mississippi, Department of
Information Technology Services, on
behalf of Delta 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 2

August 17, 2017

EXHIBIT A-2

Time Period:	September 1, 2017 to August 31, 2018	September 1, 2018 to August 31, 2019	September 1, 2019 to August 31, 2020	September 1, 2020 to August 31, 2021	September 1, 2021 to August 31, 2022	September 1, 2022 to August 31, 2023	September 1, 2023 to August 31, 2024
Maintenance Paid in Advance							
Banner Advancement	\$11,557.00	\$12,019.00	\$12,500.00	\$13,000.00	\$13,520.00	\$14,061.00	\$14,623.00
Banner Advancement Self-Service Doc Mgmt	\$3,712.00	\$3,861.00	\$4,015.00	\$4,176.00	\$4,343.00	\$4,517.00	\$4,697.00
Banner Integration Component	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Employee Self- Service	\$6,969.00	\$7,248.00	\$7,538.00	\$7,840.00	\$8,153.00	\$8,479.00	\$8,819.00
Banner Faculty and Advisor Self-Service	\$4,945.00	\$5,142.00	\$5,348.00	\$5,562.00	\$5,785.00	\$6,016.00	\$6,257.00
Banner Finance	\$35,693.00	\$37,121.00	\$38,606.00	\$40,150.00	\$41,756.00	\$43,426.00	\$45,163.00
Banner Finance Self- Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Financial Aid	\$30,864.00	\$32,098.00	\$33,382.00	\$34,717.00	\$36,106.00	\$37,550.00	\$39,052.00
Banner Financial Aid Self-Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Human Resources	\$28,643.00	\$29,789.00	\$30,980.00	\$32,220.00	\$33,508.00	\$34,849.00	\$36,243.00
Banner Integration for eLearning	\$6,607.00	\$6,871.00	\$7,146.00	\$7,432.00	\$7,729.00	\$8,039.00	\$8,360.00
Banner Integration Technologies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Student	\$34,753.00	\$36,143.00	\$37,589.00	\$39,092.00	\$40,656.00	\$42,282.00	\$43,974.00
Banner Student Self- Service	\$11,779.00	\$12,250.00	\$12,740.00	\$13,250.00	\$13,780.00	\$14,331.00	\$14,904.00
Banner Workflow	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EDISmart	\$1,470.00	\$1,529.00	\$1,590.00	\$1,653.00	\$1,720.00	\$1,788.00	\$1,860.00

EXHIBIT 2

August 17, 2017

Time Period:	September 1, 2017 to August 31, 2018	September 1, 2018 to August 31, 2019	September 1, 2019 to August 31, 2020	September 1, 2020 to August 31, 2021	September 1, 2021 to August 31, 2022	September 1, 2022 to August 31, 2023	September 1, 2023 to August 31, 2024
Banner Doc Mgmt Suite:							
ApplicationXtender Desktop	\$9,108.00	\$9,473.00	\$9,852.00	\$10,246.00	\$10,655.00	\$11,082.00	\$11,525.00
ApplicationXtender Image Capture	\$999.00	\$1,039.00	\$1,080.00	\$1,123.00	\$1,168.00	\$1,215.00	\$1,264.00
ApplicationXtender Web Access.NET	\$2,371.00	\$2,466.00	\$2,565.00	\$2,667.00	\$2,774.00	\$2,885.00	\$3,000.00
Financial Aid FM Need Analysis	\$3,327.00	\$3,480.00	\$3,599.00	\$3,743.00	\$3,892.00	\$4,048.00	\$4,210.00
Oracle:							
Developer 2000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Relational Database System	\$75,622.00	\$78,647.00	\$81,793.00	\$85,085.00	\$88,467.00	\$92,006.00	\$95,686.00
WebServer	\$1,177.00	\$1,224.00	\$1,273.00	\$1,324.00	\$1,377.00	\$1,432.00	\$1,489.00
TouchNet:							
Payment Gateway	\$6,363.00	\$6,618.00	\$6,883.00	\$7,158.00	\$7,444.00	\$7,742.00	\$8,052.00
Webcheck	\$2,907.00	\$3,024.00	\$3,145.00	\$3,270.00	\$3,401.00	\$3,537.00	\$3,679.00
Grand Total:	\$278,866.00	\$290,022.00	\$301,624.00	\$313,688.00	\$326,234.00	\$339,285.00	\$352,857.00
						Total Maintenance Cost:	\$2,202,576.00

EXHIBIT 3

August 17, 2017

**PROJECT NUMBER 43618
AMENDMENT # 1 TO
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 SOFTWARE AND
SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION)
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
JACKSON STATE UNIVERSITY
(ORIGINAL PROJECT NUMBER 38894)**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend and is made subject to the terms and conditions of the original Supplement to Master Software License and Service Agreement executed on February 23, 2011 (hereinafter referred to as "Supplement"), between Ellucian Company L.P., having its principal place of business at 4 Country View Road, Malvern, Pennsylvania 19355 (hereinafter referred to as "Licensor" and/or "Ellucian"), 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 Jackson State University located at 1400 Lynch Street, Jackson, Mississippi 39217 (hereinafter referred to as "Licensee" and/or "JSU"). ITS and Licensee are sometimes collectively referred to herein as "State".

WHEREAS, JSU desires to renew Technical Currency maintenance services for its Ellucian software products;

NOW THEREFORE, ITS, JSU, and Ellucian, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned Supplement:

In order to renew Technical Currency maintenance services for the Ellucian software products beginning July 1, 2017 and continuing through June 30, 2024, the parties agree that Exhibit A in the Supplement shall be and hereby is, as of the date of the last signature below, modified by the addition of the new Exhibit A-1, which is attached to this Amendment Number 1 and incorporated herein by reference. As a result of this Amendment Number 1, Licensor agrees to provide the additional Technical Currency maintenance services listed in the attached Exhibit A-1 at the pricing therein stated not to exceed an additional \$2,238,145.00."

Any conflict between this Amendment Number 1 and the Supplement will be resolved in favor of this Amendment Number 1. Except as expressly modified by this Amendment Number 1, all other terms and conditions of the Supplement executed on February 23, 2011 shall remain unchanged and in full force and effect.

Signature Page to Follow

EXHIBIT 3

August 17, 2017

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment Number 1 as of the last signature date herein below.

State of Mississippi, Department of
Information Technology Services, on
behalf of Jackson 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 3

August 17, 2017

EXHIBIT A-1

Time Period:	July 1, 2017 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
Maintenance Paid in Arrears							
Banner Advancement	\$15,958.00	\$16,596.00	\$17,260.00	\$17,950.00	\$18,668.00	\$19,415.00	\$20,192.00
Banner Advancement Self-Service	\$5,973.00	\$6,212.00	\$6,460.00	\$6,718.00	\$6,987.00	\$7,267.00	\$7,557.00
Banner Employee Self-Service	\$10,189.00	\$10,596.00	\$11,020.00	\$11,461.00	\$11,920.00	\$12,396.00	\$12,892.00
Banner Faculty Self-Service	\$9,062.00	\$9,424.00	\$9,801.00	\$10,193.00	\$10,601.00	\$11,025.00	\$11,466.00
Banner Finance	\$71,015.00	\$73,856.00	\$76,810.00	\$79,883.00	\$83,078.00	\$86,401.00	\$89,857.00
Banner Finance Self-Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Financial Aid	\$2,846.00	\$2,960.00	\$3,079.00	\$3,202.00	\$3,330.00	\$3,463.00	\$3,602.00
Banner Financial Aid Self-Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Human Resources	\$27,162.00	\$28,248.00	\$29,378.00	\$30,553.00	\$31,775.00	\$33,046.00	\$34,368.00
Banner Integration for eLearning	\$7,239.00	\$7,529.00	\$7,830.00	\$8,143.00	\$8,469.00	\$8,808.00	\$9,160.00
Banner Integration Technologies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner International Tax Navigator Interface	\$1,548.00	\$1,609.00	\$1,674.00	\$1,741.00	\$1,810.00	\$1,883.00	\$1,958.00
Banner Student	\$115,734.00	\$120,364.00	\$125,178.00	\$130,185.00	\$135,393.00	\$140,808.00	\$146,441.00
Banner Student Self-Service	\$11,328.00	\$11,781.00	\$12,252.00	\$12,742.00	\$13,252.00	\$13,782.00	\$14,333.00
Banner Workflow	\$4,413.00	\$4,589.00	\$4,773.00	\$4,964.00	\$5,162.00	\$5,369.00	\$5,583.00
College Board IM Need Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT 3

August 17, 2017

Time Period:	July 1, 2017 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
Financial Aid FM Need	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Analysis	\$905.00	\$941.00	\$979.00	\$1,018.00	\$1,058.00	\$1,101.00	\$1,145.00
EDISmart	\$283,372.00	\$294,705.00	\$306,494.00	\$318,753.00	\$331,503.00	\$344,764.00	\$358,554.00
Grand Total:							
Total Maintenance Cost:							\$2,238,145.00

EXHIBIT 4

Effective Date 05/18/2017

Expiration Date 06/30/2022

Date Printed 05/25/2017

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 **20170469**

Contract **IT20170213**

Acquisition Method: 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.

University of Southern MS ATTN: Gopinath Subramanian Box 5001 Hattiesburg, MS 39406	PLACE ORDER TO: 3102035701 Advanced Clustering Technologies Advanced Clustering Technologies 3148 Roanoke Rd Kansas City, MO 64111 MAKE PAYMENT TO: 3102035701 Advanced Clustering Technologies Advanced Clustering Technologies 3148 Roanoke Rd Kansas City, MO 64111
--	---

MAX ANNUAL % INCREASE 0.00	CP1 LIFECYCLE LIMIT 641,166.00	NUMBER OF PAYMENTS 1
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This CP1 is for the acquisition of a High Performance Computing Cluster for the University of Southern Mississippi; This procurement approval falls within the ITS Director Approval threshold for IHLs, as outlined in 018-030 of the ITS Procurement Handbook.

A Purchase Agreement has been executed.

IT Equipment total is \$603,383.08. IT Professional Services total is \$12,200.00. IT Software total is \$25,582.92.

APPROVED ITS DATE:05/25/2017



PRODUCTS AND SERVICES PURCHASE DETAILS

QTY	PRODUCTS	EACH NET	EXTENDED NET
1	High Performance Computing Cluster	641,166.00	641,166.00
TOTAL		MAXIMUM	641,166.00

COMMODITY CODES -- 61902000000, 61921000000, 63421000000

DISTRIBUTION TO

Paige Strickland - EMAIL Computer.Orders@usm.edu
 David Sliman - EMAIL david.sliman@usm.edu
 ISS MAGIC - EMAIL issmagic@its.ms.gov
 Brian Olson - EMAIL brian.olson@usm.edu

PRNO CEW00-43011-1	ATHY DIRECTOR APRV	REPLACEMENT NEW	RFP No(s) 3960
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August 17, 2017

EXHIBIT 4

**PROJECT NUMBER 43011
PURCHASE AGREEMENT
BETWEEN
ADVANCED CLUSTERING TECHNOLOGIES, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
UNIVERSITY OF SOUTHERN MISSISSIPPI**

This Purchase Agreement (hereinafter referred to as "Agreement") is entered into by and between Advanced Clustering Technologies, Inc., a Missouri corporation having its principal place of business at 3148 Roanoke Road, Kansas City, Missouri 64111 (hereinafter referred to as "Seller"), 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 Southern Mississippi located at 118 College Drive, Hattiesburg, Mississippi 39406 (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

WHEREAS, Purchaser, pursuant to Request for Proposals ("RFP") No. 3960, requested proposals for the acquisition of certain equipment and software (hereinafter referred to as "Products") comprising a high performance computing cluster as listed in Exhibit A which is attached hereto and incorporated herein; and

WHEREAS, Seller was the successful proposer in an open, fair and competitive procurement process;

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

ARTICLE 1 TERM OF AGREEMENT

1.1 This Agreement will become effective on the date it is signed by all parties and will continue in effect until all tasks required herein, including any post warranty maintenance/support specified in Exhibit A, have been completed. Seller agrees to complete all tasks required under this Agreement, with the exception of warranty service, on or before the close of business on June 1, 2017, or within such other period as may be agreed to by the parties.

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

ARTICLE 2 FURNISHING OF EQUIPMENT

2.1 Subject to the terms and conditions set forth herein, Seller agrees to provide and Purchaser agrees to buy as needed, the Products listed in the attached Exhibit A and at the purchase price set forth therein, but in no event will the total compensation to be paid hereunder exceed the specified sum of \$641,166.00 unless prior written authorization from ITS has been obtained. Purchaser shall submit a purchase order signed by a representative of Purchaser itemizing the Products to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by Purchaser. Seller guarantees pricing for a period of six (6) months from the effective date of this

EXHIBIT 5

August 17, 2017

PROJECT NUMBER 43573
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
BETWEEN
REGIONAL ECONOMIC MODELS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR
INSTITUTIONS OF HIGHER LEARNING

This Software License and Maintenance Agreement (hereinafter referred to as "Agreement") is entered into by and between Regional Economic Models, Inc., a Massachusetts corporation having its principal place of business at 306 Lincoln Avenue, Amherst, Massachusetts 01002 (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the Institutions of Higher Learning located at 3825 Ridgewood Road, Jackson, Mississippi 39211 (hereinafter referred to as "Licensee"). ITS and Licensee are sometimes collectively referred to herein as "State."

WHEREAS, Licensee desires to acquire certain software, services, and maintenance of REMI PI+ and Tax PI System Software to provide model simulation to estimate economic and demographic effects in the State of Mississippi; and

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. 4006 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 that this is indeed a sole source project;

NOW THEREFORE, in consideration of the mutual understandings, 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 "Documentation" means the published user and technical manuals and documentation that Licensor makes generally available for the Software.

1.2 "Enhancements" means the fixes, updates or upgrades to the Software or Documentation that Licensor may provide to Licensee under this Agreement.

1.3 "Licensee" means the Institutions of Higher Learning and its employees who shall be bound by the terms and conditions of this Agreement.

1.4 "Licensor" means Regional Economic Models, Inc. and its successors and assigns.

EXHIBIT 5

August 17, 2017

1.5 “**Products**” means the Software, Documentation, Enhancements, and any copy of the Software, Documentation, or Enhancements.

1.6 “**Software**” means the machine-readable object code version of the computer programs described in and specifically identified in the attached Exhibit A, whether embedded on disc, tape, or other media.

ARTICLE 2 TERM OF AGREEMENT

2.1 The effective date of this Agreement shall be the date it is signed by all parties and, provided that Licensee has paid all applicable fees, its license term is perpetual unless terminated as prescribed elsewhere in this Agreement. The maintenance term for the Software shall continue until the close of business on June 30, 2020, unless a change in this date is mutually agreed to in writing by the Licensee and the Licensor. Software, as used herein, also includes future updates/revisions and new releases of the Software that Licensor may provide to Licensee under this Agreement.

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

ARTICLE 3 SCOPE OF LICENSE

3.1 Licensor hereby grants to Licensee a non-exclusive, non-transferable, and perpetual license to use the Products for Licensee’s business operations subject to the terms of this Agreement. Licensee has previously received and accepted said licenses. Licensee may license additional Software Products by executing a written amendment to this Agreement and paying an additional license fee.

3.2 Use of the Licensed Program is restricted to a single authorized individual who, at all times during the term of this Agreement, shall be an employee of Licensee (hereinafter referred to as the “Authorized User”). Installation and use of the licensed program is restricted to a single computer only. The licensed program may be installed only on a hard drive or area of a hard drive that cannot be accessed by or from other computers, terminals or network users. Use of the licensed program is limited to those analytic purposes directly related to economic impact studies in the State of Mississippi on behalf of the Mississippi Development Authority, Mississippi Governor’s Office, Mississippi Institution of Higher Learning and any secondary users. Licensee agrees and acknowledges that its right to copy or reproduce the licensed program is as specified in Article 6 herein and Licensee further agrees that it will not attempt to reverse engineer or decompile the licensed program. Licensee will not provide the licensed program or any copy of all or part of the licensed program to any third party without the prior, written consent of Licensor.

3.3 The Authorized User was determined prior to model delivery. Licensee may change the Authorized User and will notify Licensor in writing. For additional licenses, the Authorized User shall be determined prior to model delivery.

3.4 The Licensee may designate one (1) of its employees as an assistant to an Authorized User (the “Assistant User”). The Assistant User may, under certain conditions, access and use the Products for the sole and exclusive purposes of assisting the Authorized User. Provided, however,

EXHIBIT 5

August 17, 2017

the Licensee must first (a) inform Licensor of the name, position, and duties of the proposed Assistant User, and (b) obtain written approval from Licensor, which approval shall not be unreasonably withheld. The Assistant User shall be bound by and adhere to the license terms and restrictions set forth in this Agreement and may have limited access to Licensor's support services at no additional fee. The extent and scope of such access shall be mutually agreed upon by the parties.

ARTICLE 4 DELIVERY, RISK OF LOSS, AND ACCEPTANCE

The parties understand and agree that the Software and Documentation was previously delivered by Licensor to Licensee and subsequently accepted by Licensee.

ARTICLE 5 CONSIDERATION AND METHOD OF PAYMENT

The cost of the Software and services to be provided by Licensor is specified in the attached Exhibit A, which is incorporated herein by reference. Upon acceptance of the Software by Licensee, Licensor shall invoice Licensee for the Software, and the software maintenance/support will be invoiced annually. Licensor shall submit invoices and supporting documentation to Licensee electronically at any time during the term of this Agreement using the processes and procedures identified by the State. Licensee shall make payment hereunder in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," as amended, which generally provides for payment of undisputed amounts by Licensee within forty-five (45) days of receipt of the invoice. Licensor understands and agrees that Licensee 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 for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

ARTICLE 6 OWNERSHIP, USE, AND RESTRICTIONS ON USE

6.1 Licensee acknowledges that the Software Products shall remain the exclusive property of Licensor. Licensee acknowledges that it has no right to or interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification notices affixed to the Software Products or their packaging.

6.2 Licensee is granted the right to make one (1) copy of the Products for archival and disaster recovery purposes. Licensee shall include Licensor's confidentiality and proprietary rights notices on any copies made of the Products.

6.3 Licensee acknowledges that the Software Products are trade secrets and confidential information of Licensor. Neither the Software Products nor any physical media containing the Software may be used, copied, disclosed, broadcast, sold, re-licensed, distributed, or otherwise published by Licensee except as expressly permitted by this Agreement. Licensee shall use reasonable efforts to maintain the confidential nature of the Software Products.

6.4 Licensee agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the Software without the prior written

EXHIBIT 5

August 17, 2017

consent of Licensor.

ARTICLE 7 WARRANTIES

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

7.2 Licensor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and Software maintenance, 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 Licensor shall, for a period of ninety (90) days from the performance of service, perform the services again, at no cost to the Licensee, or if the Licensor is unable to perform the services as warranted, the Licensor shall reimburse the Licensee the fees paid to the Licensor for the unsatisfactory services.

7.3 Licensor represents and warrants that neither the Software nor Enhancements shall contain disabling code or a 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 Software or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transactions of Licensee's business. For any breach of this warranty, Licensor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code or a lockup program or device.

7.4 In addition, Licensor represents and warrants, to the best of its knowledge, that neither the Software nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Licensor, at its expense, shall, within ten (10) working days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus, and shall be responsible for repairing, at Licensor's expense, any and all damage done by the virus to Licensee's site.

7.5 Licensor represents and warrants that the Software will operate free from defects for a period of ninety (90) days after acceptance and will provide Licensee complete functionality necessary for the operation of the system as stated in this Agreement. Licensor's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Licensor. In the event Licensor is unable to repair or replace the Software within ten (10) working days after receipt of notice of the defect, Licensee shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part. Licensee's rights hereunder are in addition to any other rights Licensee may have.

7.6 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

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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.

ARTICLE 8 INFRINGEMENT INDEMNIFICATION

8.1 Licensor represents and warrants that neither the Products and their elements nor the use thereof violates or infringes on any copyright, patent, trade secret, or other proprietary right of any person or entity. Licensee shall notify Licensor promptly of any infringement claim of which it has knowledge, and shall cooperate with Licensor in the defense of such claim by supplying information, all at Licensor's expense. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Products provided under this Agreement and shall pay all costs, attorney fees, settlements, damages, and judgment finally awarded against Licensee. If, in any such suit arising from such claim, the continued use of the Products 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 Licensee the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products, or components thereof, with non-infringing Products so it becomes non-infringing, or upon failing to secure either such right; (c) refund the license fees previously paid by Licensee for the Products Licensee may no longer use. Said refund shall be paid within ten (10) working days of notice to Licensee to discontinue said use.

8.2 Licensor shall have no indemnification obligations to Licensee under this Article 8 for any breach of the preceding warranties caused directly by: (i) infringement resulting from the combination of the Products with other items not supplied by Licensor; (ii) infringement resulting from material modification of the Products by someone other than Licensor, its agents, or subcontractors or Licensee's employees who were working at Licensor's direction; (iii) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (iv) infringement resulting from Licensee's use of an allegedly infringing version of the Product if the alleged infringement would have been avoided by the use of a different version Licensor made available to Licensee at no cost to Licensee, as long as the new or corrected version did not adversely affect the Licensee's system's functionality.

ARTICLE 9 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

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this Agreement necessary.

ARTICLE 10 ASSIGNMENT AND SUBCONTRACTS

10.1 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. Provided, however, that no such consent is required in the event that Licensor makes an assignment in connection with a merger or sale of all or substantially all of its business. This Agreement shall be binding upon the parties' respective successors and assigns.

10.2 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.

10.3 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, 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, 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, materialman, laborer, or the like.

10.4 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 11 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the 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. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient through the failure of the federal government to provide funds, the State of Mississippi to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the Licensee, the Licensee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to the Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination.

ARTICLE 12 TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be

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terminated in whole or in part as follows: (a) upon the mutual, written agreement of the parties; (b) by Licensee if Licensor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Licensee in the event Licensee determines it is in the best interest of the State of Mississippi to terminate this Agreement; or (d) by either party in the event of a breach of a material term or provision of this Agreement and such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Licensee will be entitled to a refund of applicable unexpended prorated annual Software maintenance fees/charges, if any. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price. The provisions of this article do not limit either party's right to pursue any other remedy available at law or in equity.

ARTICLE 13 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 Licensee 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 Licensee may have that cannot be waived or limited by contract.

ARTICLE 14 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 15 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 16 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 17 HOLD HARMLESS

Subject to the terms and conditions otherwise set forth in this Agreement, to the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect, and exonerate Licensee, 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

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partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 18 THIRD PARTY ACTION NOTIFICATION

Licensor shall give Licensee notice in writing of any action or suit filed and prompt notice of any claim made against Licensor by any entity that may result in litigation related in any way to this Agreement.

ARTICLE 19 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 would, in Licensor's opinion, adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 20 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 Licensee's address for notice is: Mr. Phil Cumberland, Procurement Officer, Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, Mississippi 39211 with a copy to Mr. Darrin Webb, State Economist, Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, Mississippi 39211. The Licensor's address for notice is: Dr. Frederick Treyz, Chief Executive Officer, Regional Economic Models, Inc., 306 Lincoln Avenue, Amherst, Massachusetts, 01002. 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 21 RECORD RETENTION AND ACCESS TO RECORDS

Licensor 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, upon five (5) days written notice, have reasonable access at a mutually agreed upon time to any of the Licensor's books, documents, papers, and/or records that are pertinent to this Agreement to make audits, examinations, excerpts, and transcriptions at the Licensor's office where such records are kept during Licensor's normal business hours. All records relating to this Agreement shall be retained by the Licensor 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 22 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law,

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which shall inure to the benefit of Licensor's personnel, as well as comprehensive general liability insurance. Licensor will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 23 COMPLIANCE WITH LAWS

Licensor shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures, 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, Licensor 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.

ARTICLE 24 CONFLICT OF INTEREST

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

ARTICLE 25 SOVEREIGN IMMUNITY

By entering into this Agreement with Licensor, the Licensee in no way waives its sovereign immunities or defenses as provided by law.

ARTICLE 26 CONFIDENTIAL INFORMATION

26.1 Both parties shall treat the other party's data and information to which it has access by Licensor's performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent. In the event that either party 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, the said party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by state or federal law. This section shall survive the termination or completion of this Agreement.

26.2 Licensor and Licensee shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which: (a) is or becomes known to the public without fault or breach of the party receiving confidential information of the Disclosing Party ("the Recipient"); (b) is furnished by the Disclosing Party to third parties without restriction on subsequent disclosure; (c) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (d) is already in the Recipient's possession without an obligation of confidentiality; or (e) is independently developed by Recipient without reliance on the confidential information.

ARTICLE 27 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 Licensee or the Licensor on the basis of draftsmanship or preparation hereof.

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ARTICLE 28 ENTIRE AGREEMENT

28.1 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 any “shrink-wrap” version of the Software Product, or any “click-wrap” or “browse-wrap” license presented in connection with a license via the internet.

28.2 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, and
- B. Any exhibits attached to this Agreement.

28.3 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 (“B. Any exhibits”).

ARTICLE 29 SURVIVAL

Articles 7, 8, 13, 17, 21, 25, 26, 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 30 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor 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, including violation of federal or state anti-trust statutes, commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, and 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, including violation of federal or state anti-trust statutes, 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 (federal, state, or local) transactions terminated for cause or default.

ARTICLE 31 NETWORK SECURITY

Nothing herein shall be construed as requiring Licensor to have or provide remote access to

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Licensee's system. In the event, however, that both parties later agree in writing that such access will be provided, then the following terms and conditions shall apply to such access. Licensor and Licensee understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Licensor and Licensee agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (e.g. VPN concentrator, PIX firewall, etc.) on the State's premises. Licensor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Licensor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and to require the Licensor to comply with the same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

ARTICLE 32 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 Licensor understands and agrees that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Licensee's contractual obligations, financial or otherwise, contained within this Agreement.

ARTICLE 33 SOFTWARE MAINTENANCE

33.1 Licensor shall provide Licensee, for the annual fee specified in the attached Exhibit A, the Software maintenance services as herein described.

33.2 Licensor shall provide the following Software maintenance services: As part of the Software maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals; provide a new model annually based on the most recent data and new research results, and permit Licensee to attend the annual User's Conference and educational seminars. Licensor shall make available to Licensee during each annual maintenance period, at least one (1) update to the Software Products that will incorporate any new features or enhancements to the licensed Products. Licensor shall also provide unlimited telephone support in the operation of the Software Products Monday through Friday, 7:30 A.M. to 4:30 P.M. (Central Time), with a guaranteed response acknowledging receipt of Licensee's trouble report within one (1) business day. Priority placement in the support queue shall be given to all system locking situations or problems claimed by Licensee to be mission critical processes. Finally, Licensor shall provide on-site support in the operation of the Software Products if reasonably convenient or necessary in the opinion of the Licensor.

33.3 At least sixty (60) days prior to the expiration of the initial Software maintenance period or any renewal term thereof, Licensor shall notify Licensee in writing of the impending expiration and Licensee shall have thirty (30) days in which to notify Licensor of its intentions to either renew or cancel any further Software maintenance. In no event shall the cost for Software maintenance increase during the initial five (5) year period. In the event Licensee elects to renew the Software

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maintenance beyond the initial five (5) year period, the cost for Software maintenance shall not increase by more than five percent (5%) per year for five (5) years thereafter.

ARTICLE 34 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, 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 State 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 the Agreement.

ARTICLE 35 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.

ARTICLE 36 LIABILITY ISSUES

Unless jointly agreed otherwise in writing, Licensor's liability shall not exceed the total amount paid by Licensee to Licensor under this Agreement. In no event will Licensor be liable to Licensee for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind unless Licensor was advised of the possibility of such loss or damage or unless such loss or damage could have been reasonably foreseen. Excluded from this or any liability limitation are claims related to fraud; bad faith; infringement issues; bodily injury; death; physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Licensor. The language contained herein tending to limit the liability of the Licensor will apply to Licensee to the extent it is permitted and not prohibited by the laws or constitution of Mississippi. Further, the parties understand and agree that the Licensor is precluded from relying on any contractual damages limitation language within this article where the Licensor acts fraudulently or in bad faith.

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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 the Institutions of Higher
Learning**

Regional Economic Models, Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

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

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

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Software Support	September 1, 2017 through June 30, 2018	July 1, 2018 through June 30, 2019	July 1, 2019 through June 30, 2020
PI+ and Tax PI Software Support for IHL office	\$82,500.00	\$82,500.00	\$82,500.00
PI+ and Tax PI Software Support for MSU/nSPARC	\$15,000.00	\$15,000.00	\$15,000.00
Annual Total:	\$97,500.00	\$97,500.00	\$97,500.00
3 YEAR GRAND TOTAL:			\$292,500.00

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JSU - APPROVAL OF A BOND RESOLUTION TO ISSUE EDUCATIONAL BUILDING CORPORATION REVENUE BONDS IN AN AMOUNT NOT TO EXCEED THIRTY-FOUR MILLION (\$34,000,000), IN TOTO, IN ORDER TO REFUND CERTAIN BOND OBLIGATIONS (SERIES 2010-A-1); TO REVIEW FINANCIAL ADVISOR'S REPORT, AND FOR APPROVAL OF OTHER BOND DOCUMENTS AND TO APPROVE BOND COUNSEL, FINANCIAL ADVISOR, AND UNDERWRITER

The Resolution reads as follows:

RESOLUTION AUTHORIZING JACKSON STATE UNIVERSITY EDUCATIONAL BUILDING CORPORATION TO ISSUE TAXABLE REVENUE REFUNDING BONDS IN THE MAXIMUM AGGREGATE PAR AMOUNT OF \$34,000,000 TO REFUND ALL OR A PORTION OF THE OUTSTANDING JACKSON STATE UNIVERSITY EDUCATIONAL BUILDING CORPORATION REVENUE BONDS, SERIES 2010-A-1 AND TO PAY THE COSTS OF THE ISSUANCE, SALE AND DELIVERY OF SAID TAXABLE REVENUE REFUNDING BONDS; AUTHORIZING THE EXECUTION OF A GROUND LEASE BY AND AMONG JACKSON STATE UNIVERSITY, THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING AND JACKSON STATE UNIVERSITY EDUCATIONAL BUILDING CORPORATION AND A LEASE AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING AND JACKSON STATE UNIVERSITY EDUCATIONAL BUILDING CORPORATION IN CONNECTION WITH THE ISSUANCE OF SAID TAXABLE REVENUE REFUNDING BONDS; AUTHORIZING JACKSON STATE UNIVERSITY EDUCATIONAL BUILDING CORPORATION TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR APPROPRIATE IN CONNECTION WITH OBTAINING BOND INSURANCE FOR SAID TAXABLE REVENUE REFUNDING BONDS; APPROVING THE PURPOSES AND ACTIVITIES OF JACKSON STATE UNIVERSITY EDUCATIONAL BUILDING CORPORATION; AGREEING TO ACCEPT TITLE TO THE FACILITIES REFINANCED WITH THE PROCEEDS OF SAID TAXABLE REVENUE REFUNDING BONDS; AND FOR RELATED PURPOSES.

The Board of Trustees of State Institutions of Higher Learning (the "Board") hereby finds, determines and adjudicates as follows:

1. The Board is charged with the management and control of all state institutions of higher learning pursuant to Article VIII, Section 213A, Mississippi Constitution of 1890, and Chapter 101 of Title 37, Mississippi Code of 1972, as amended.

2. Jackson State University (the "University") was organized and incorporated as a state institution of higher learning pursuant to Section 371251 *et seq.*, Mississippi Code of 1972, is controlled and managed by the Board pursuant to Chapter 101 of Title 37, Mississippi Code of 1972, and is an educational institution owned and operated by the State of Mississippi by and through the Board.

3. Jackson State University Educational Building Corporation (the "Corporation") was created as a public nonprofit corporation, known as an educational building corporation, pursuant to a resolution of the Board under the authority of Sections 37-10161 through 3710171, Mississippi Code of 1972, as amended (the "Act"), for the purpose of acquiring or constructing facilities for the University.

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4. At its May 18, 2017 meeting, the Board took preliminary action on the issuance of up to a maximum aggregate principal amount of \$34,000,000 of debt obligations for the purpose of refunding the Corporation's Revenue Bonds, Series 2010-A-1 (the "Series 2010 Bonds"), with the debt obligations either (i) to be issued under U.S. Department of Education's Historically Black College and University (HBCU) Capital Financing Program, (ii) to be sold through an underwriter in a public offering or (iii) to be privately placed with institutional investors, and the Board approved the engagement of FirstSouthwest, a division of Hilltop Securities Inc., as financial advisor to the Corporation, of Jones Walker LLP as bond counsel with respect to the issuance of the debt obligations and of Raymond James & Associates, Inc. as underwriter and/or placement agent for the debt obligations.

5. The Board of Directors of the Corporation now proposes to issue its Taxable Revenue Refunding Bonds in the maximum aggregate par amount of \$34,000,000 (the "Bonds") to provide moneys to refund all or a portion of the Series 2010 Bonds and to pay the related costs of the issuance, sale and delivery of the Bonds and to pay the related costs of the refunding; provided, such issuance is conditioned upon the adoption of this Resolution authorizing the same.

6. The Corporation issued the Series 2010 Bonds to finance the projects set forth on Exhibit B to the Lease (as defined below) (collectively, the "Project") located on the sites on the campus of the University set forth on Exhibit A to the Lease (collectively, the "Project Site").

7. The Corporation shall lease the Project Site from the Board and the University pursuant to a Ground Lease to be dated as of the first day of the month preceding the date of sale of the Bonds, by and among the Board, the University and the Corporation (the "Ground Lease").

8. The Board shall lease the Project and the Project Site from the Corporation pursuant to a Lease Agreement to be dated as of the first day of the month preceding the date of sale of the Bonds (the "Lease").

9. The Board hereby determines that it is in the public interest and in its best interest to lease the Project Site to the Corporation pursuant to the Ground Lease and to lease the Project and the Project Site from the Corporation at the consideration set forth in the Lease and that it is necessary and appropriate to authorize the President of the Board and the Commissioner of Higher Education to execute and deliver the Ground Lease and the Lease for and on behalf of the Board.

10. The Corporation is authorized by the Act to issue the Bonds for the purposes set forth herein, which Bonds shall be payable solely out of the payments derived from the Lease and shall be solely and exclusively obligations of the Corporation and shall not be secured by the full faith and credit of the State of Mississippi, the Board or the University.

11. The Bonds will be issued by the Corporation on behalf of the Board for purposes of the Internal Revenue Code of 1986, as amended.

12. The Corporation has not made and does not intend to make any profit by reason of any business or venture in which it may engage or by reason of the Project, and no part of the Corporation's net earnings, if any, will ever inure to the benefit of any person, firm or corporation other than the Board.

13. The Board, through the University, will have exclusive beneficial possession and use of all of the improvements comprising the Project.

14. The Board has full authority under the Constitution and laws of the State of Mississippi, and in the manner provided by statute, to exercise control of the use, distribution and disbursement of all funds, appropriations and taxes, now and hereafter in its possession, levied and collected, received or appropriated for the use, benefit, support and maintenance or capital outlay

EXHIBIT 6

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expenditures of the institutions of higher learning of the State of Mississippi, including the University, in addition to the authority to fix and maintain fees, rentals and other charges to be paid by students, faculty members and others using or being served by facilities of the institutions of higher learning.

15. The Corporation will sell the Bonds, in one or more series, on a negotiated basis pursuant to one or more bond purchase agreements (referred to herein collectively as the "Bond Purchase Agreement") with Raymond James & Associates, Inc. (the "Underwriter") and such other underwriters as are named in the Bond Purchase Agreement. It is also necessary and appropriate to authorize the Corporation to sell the Bonds at such prices as may be determined by the Corporation, provided that, the following conditions are satisfied: the aggregate par amount of the Bonds shall not exceed \$34,000,000; the final maturity of the Bonds shall not be later than thirty (30) years from the dated date of the Bonds; the interest rates on the Bonds shall not exceed the interest rates permitted by Mississippi law; and the terms and conditions of the Bonds shall otherwise comply with the provisions of the Act.

16. It is appropriate for the Board to approve the Preliminary Official Statement (the "Preliminary Official Statement") to be used in connection with the marketing of the Bonds and to authorize and approve the execution and distribution of a final Official Statement (the "Official Statement") in connection with the sale of the Bonds.

17. It is necessary in connection with the sale of the Bonds to enter into a Continuing Disclosure Agreement, and it is necessary and appropriate for the Board to approve the form, and authorize the execution, of a Continuing Disclosure Agreement.

18. To enhance the marketability of the Bonds, it may be desirable to obtain municipal bond insurance for the Bonds; and it is necessary and appropriate for the Board to authorize the Corporation to take such actions and execute such documents and agreements as may be necessary or appropriate to obtain bond insurance for the Bonds.

NOW, THEREFORE, THE BOARD HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Board hereby approves the purposes and activities of the Corporation. The Corporation is hereby authorized to issue the Bonds, in one or more series, in the maximum aggregate par amount of \$34,000,000, provided that the other conditions of paragraph 15 above of this Resolution are also satisfied in connection therewith. The Corporation shall issue the Bonds to finance the refunding of the Series 2010 Bonds and to pay the costs of the issuance, sale and delivery of the Bonds and expenses relating to the Bonds. The Corporation's engagement of FirstSouthwest, a division of Hilltop Securities Inc., as financial advisor to the Corporation, and of Jones Walker LLP as bond counsel with respect to the issuance of the Bonds and of the Underwriter as underwriter for the Bonds is hereby confirmed. The Board also approves the University counsel to serve in his official capacity as counsel for both the University and for the Corporation in connection with the various transactions related to the issuance of the Bonds, and the Board specifically waives any related conflict of interest.

SECTION 2. The Ground Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Ground Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as **Exhibit A**, with such completions, changes, insertions, and modifications as shall be approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

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SECTION 3. The Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as **Exhibit B**, with such completions, changes, insertions, and modifications as shall be approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

SECTION 4. The sale of the Bonds on a negotiated basis to the Underwriter is hereby authorized and approved.

SECTION 5. The Preliminary Official Statement prepared in connection with the sale of the Bonds and the distribution thereof are hereby approved in substantially the form attached hereto as **Exhibit C** with such completions, changes, insertions, and modifications as shall be approved by the Corporation. The Official Statement with respect to the Bonds is hereby approved in substantially the form of the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the Corporation; the distribution of said Official Statement in connection with the sale of the Bonds is hereby approved; and execution of said Official Statement by the President of the Corporation is hereby approved.

SECTION 6. Pursuant to the Continuing Disclosure Agreement, the Board will, when and if required, undertake to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of these undertakings with respect to the Bonds is set forth in the Preliminary Official Statement and will also be set forth with respect to the Bonds in the final Official Statement. The Continuing Disclosure Agreement is hereby approved in substantially the form attached hereto as **Exhibit D**, and the Commissioner of Higher Education is hereby authorized to execute and deliver the Continuing Disclosure Agreement under the seal of the Board for and on behalf of the Board, with such completions, changes, insertions, and modifications as shall be approved by said official, the execution thereof by such official to be conclusive evidence of such approval.

SECTION 7. The Corporation is hereby authorized to take such actions and execute such documents as may be necessary or appropriate to obtain municipal bond insurance for the Bonds, whether such municipal bond insurance is to be obtained being entirely within the discretion of the Corporation.

SECTION 8. The Board hereby covenants and agrees that it shall accept full legal title to the Project and any improvements and additions thereto upon retirement of the Bonds, and no further action shall be necessary by the Board at such time for full legal title to the Project and any improvements and additions thereto to immediately vest in the Board.

SECTION 9. The Bonds shall be submitted for validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the clerk of the Board is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same, together with a transcript of all proceedings of the Corporation, to the State's Bond Attorney for the institution of validation proceedings.

SECTION 10. All prior orders, resolutions or proceedings in conflict with the provisions of this Resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Resolution shall become effective immediately upon the adoption thereof.

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Facilities Needs Requests for FY 2019 2018 Legislative Session

University	University Priority	Project Description	Request Per Project	Total By University
ASU	1	Water and Sewer Infrastructure Emergency Repairs	\$1,500,000	
	2	ADA Modifications	\$10,000,000	
	3	Campus Security Project	\$8,000,000	
	4	New Student Union	\$22,500,000	
	5	Whitney Renovations Pre-Plan <i>(New FY 2019 Addition)</i>	\$250,000	
				\$42,250,000
ASU -AG	1	Child Development Laboratory Center	\$2,500,000	
	2	Socially Disadvantaged Farmers & Ranchers Policy Center	\$1,050,000	
	3	Swine Laboratory	\$720,000	
	4	Meat Laboratory	\$1,000,000	
	5	Poultry Center	\$750,000	
				\$6,020,000
DSU	1	Reconstruction of President's Home	\$1,753,575	
	2	Campus Roof Repairs and Other Repairs	\$6,242,500	
	3	ADA Compliance Requirements	\$3,972,500	
	4	Robert E. Smith Addition <i>(New FY 2019 Addition)</i>	\$4,880,500	
	5	Walter Sillers Coliseum Renovation	\$19,027,500	
				\$35,876,575
JSU	1	Stewart Hall Renovations	\$7,500,000	
	2	College of Education & Human Development	\$6,500,000	
	3	General Repair and Renovation Phase III	\$8,000,000	
	4	PrePlan Peoples Science Renovation	\$350,000	
	5	New College of Public Service Facility - (School of Social Work PrePlan)	\$350,000	
				\$22,700,000
MSU	1	Kinesiology Building	\$30,000,000	
	2	New Facility for College of Architecture, Art and Design	\$30,000,000	
	3	Renovation to Etheredge Hall	\$19,589,225	
	4	Renovation to Magruder Hall	\$12,000,400	
	5	Renovation to George Hall <i>(New FY 2019 Addition)</i>	\$7,000,000	
				\$98,589,625
MSU/DAFVM	1	Blackjack Forest and Wildlife Research Facility	\$4,172,500	
	2	Exterior & Interior R&R- Forest Products Complex	\$3,455,000	
	3	Dorman Hall Lab & Common Space Renovation	\$4,960,000	
	4	Food Science, Nutrition and Health Promotion Complex Renovation	\$12,717,500	
	5	Bost Extension Center / Technology Addition <i>(New FY 2019 Addition)</i>	\$11,397,500	
				\$36,702,500

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University	University Priority	Project Description	Request Per Project	Total By University
MUW	1	General Campus R&R Projects	\$5,675,000	
	2	New Culinary Arts Building	\$10,215,000	
	3	Hogarth Center Renovation--Preplan	\$283,750	
	4	Old Pohl Gym Renovation --Preplan	\$283,750	
	5	Medium Voltage Electric System <i>(Modified FY 2019 Addition)</i>	\$2,554,000	
				\$19,011,500
MVSU	1	Academic Skills Tenant Improvements (TI)	\$3,000,000	
	2	Student Union Complex Renovation and Expansion	\$13,867,672	
	3	Leflore Residence Hall Renovation	\$10,400,000	
	4	R.W. Lackey Center Renovations	\$3,920,000	
	5	Ratcliff Hall Renovations	\$9,975,529	
				\$41,163,201
UM	1	New Science Building	\$15,000,000	
	2	Data Center Renovation	\$18,000,000	
	3	Northwest Campus Mechanical Plant	\$23,500,000	
	4	Conner / Holman Hall Addition	\$16,000,000	
	5	Peabody Hall <i>(New FY 2019 Addition)</i>	\$8,500,000	
				\$81,000,000
UMMC	1	Children's of Mississippi Expansion	\$24,000,000	
	2	Emergency Cooling <i>(New FY 2019 Addition)</i>	\$5,000,000	
	3	Replacement of AHU #1 – OR Suite <i>(New FY 2019 Addition)</i>	\$2,979,375	
	4	Emergency Generator Replacement	\$5,958,750	
	5	New Boiler for Main Boiler Plant	\$2,979,375	
				\$40,917,500
USM	1	Bolton Hall Renovation <i>(New FY 2019 Addition)</i>	\$4,500,000	
	2	Commercial Food Lab Construction <i>(New FY 2019 Addition)</i>	\$2,000,000	
	3	Safety/Parking/Transit Improvements	\$5,000,000	
	4	Southern Hall – Restoration & Renovation	\$15,000,000	
	5	Science Instruction and Research – Johnson Science Tower	\$25,000,000	
				\$51,500,000
USM-Gulf Coast	1	Student Resource Center -Gulf Park	\$8,700,000	
	2	Science Building Addition – Gulf Park	\$12,000,000	
	3	Halstead Campus Repairs and Renovations -GCRL <i>(New FY 2019 Addition)</i>	\$5,575,000	
	4	University Police & Facilities Services Complex -GCRL	\$4,000,000	
	5	Halstead Campus Entrance Dr. Enhancements -GCRL <i>(New FY 2019 Addition)</i>	\$400,000	
				\$30,675,000

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University	University Priority	Project Description	Request Per Project	Total By University
ERC	1	Reroof Paul B. Johnson Building	\$750,000	
	2	Replace Mechanical Air Handlers	\$1,850,000	
	3	Repair Mechanical Hot/Chilled Water Lines & Sanitary Sewer Lines	\$500,000	
	4	Repave Parking Garage/Repair Stairs and Drainage System	\$1,975,000	
	5	Repave South Student/Employee Parking Lots	\$985,000	
				\$6,060,000
				<u>\$512,465,901</u>

Note: All projects in bold represent life safety and/or ADA code compliance projects.

EXHIBIT 8

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SYSTEM – REQUEST FOR APPROVAL FOR FIRST READING OF MODIFICATION TO BOARD POLICY 301.0806 UNIVERSITY FOUNDATION/AFFILIATED ENTITY ACTIVITIES

D. General Requirement of Affiliation Agreements

The Affiliation Agreements for each Entity shall address and comply with the following general requirements and subjects:

18. Requiring that the chief executive officer of the Entity and its other governing authorities will immediately notify the IEO and the IHL, in writing, if the Entity intends to purchase or lease real property or execute a contract or contracts for improvements to real property intended to be used, at the time of acquisition or in the future, for a function customarily performed by the university or its affiliated entities or if any significant portion of the funding for owning, developing, or operating the property is expected to be provided by the University or from its students, staff, or faculty. For example, this provision applies to property purchased for the purpose of housing to be occupied by students, for parking facilities to be used by students, faculty or staff, or for athletic facilities used by University athletics departments, even if it is intended that the record owner of the property will be an entity other than the University itself. Such notice to IHL shall be provided to the Commissioner on behalf of the Board at least thirty (30) days prior to any associated expenditure(s) and prior to execution of any associated contract(s). Board approval is required if the Commissioner determines that the total amount of the funds to be expended would have a material financial impact on the Entity. An expenditure by the Entity will be deemed to have a material financial impact on the Entity if the total of (a) the proposed transaction amount and (b) all such other expenditures made during the fiscal year is equal to or greater than twenty percent (20%) of the highest amount that the Entity received as unrestricted and temporarily restricted revenues during any of the three most recent fiscal years prior to the year of the proposed expenditure, as shown on its audited financial statements.

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SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE JUNE 15, 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.

JACKSON STATE UNIVERSITY

1. JSU- GS 103-281 – Alexander Center Renovations PH II (Elevator Replacement)

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 \$1,412,600.00 to the apparent low bidder, Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, June 8, 2017

Project Initiation Date: February 18, 2016

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Total Project Budget: \$1,650,000.00

2. JSU- GS 103-281 – Alexander Center Renovations PH III (Building A Buildout)

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$91,210.85 and fifty (50) 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, May 22, 2017

Change Order Description: Change Order #2 includes the following items: add a kill switch at the reception desk to unlock the exit doors; reseal the existing windows in four (4) stairways; install a smoke alarm upgrade in the Phase I west wing and Phase II east wing; add various sitework items that were deleted in the previous phase; and fifty days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$113,460.85.

Project Initiation Date: October 17, 2013

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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 105-345 – MSU Classroom Building with Parking**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the amount of \$34,088.00 and one hundred twenty-seven (127) additional days to the contract of Evan Johnson & Sons Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, June 1, 2017

Change Order Description: Change Order #8 includes the following items: raise manhole #2 to the existing elevation; add motor vertic for the vertical folding partition; audio/visual modifications; credit for additional generator conduits to the YMCA building; and one hundred twenty-seven (127) days to the contract.

Change Order Justification: These changes were due to errors & omissions in plans and specifications; latent job site conditions; twenty-two (22) adverse weather delays; latent job site conditions; user/owner requested modifications; and additional days (105) for work as indicated herein.

Approval Request #2: Change Order #9

Board staff approved Change Order #9 in the amount of \$56,348.00 and seventy (70) additional days to the contract of Evan Johnson & Sons Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, June 22, 2017

Change Order Description: Change Order #9 includes the following items: add heat detectors on the elevator shafts; add conduit for the elevator automatic transfer switch; add exit lights to classroom doors; add a monitor of shunt trip on the elevators; add two (2) exit lights to parking 2 level; add furring for the pipe in the elevator shaft; and seventy (70) days to the contract.

Change Order Justification: These changes were due to errors & omissions in plans and specifications; latent job site conditions; user/owner requested modifications; sixteen (16) adverse weather delays and additional days (54) for work as indicated herein.

Total Project Change Orders and Amount: Nine (9) change orders for a total amount of \$763,533.60.

Project Initiation Date: August 19, 2010

Design Professional: Belinda Stewart Architects, P.A.

General Contractor: Evan Johnson & Sons Construction, Inc.

Phased Project Budget: \$36,232,589.00

Total Project Budget: \$41,314,339.00

EXHIBIT 9

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4. **MSU– GS 105-351 – YMCA 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 \$126,284.37 and forty (40) additional days to the contract of Gregory Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, June 1, 2017

Change Order Description: Change Order #1 includes the following items: remove a set of concrete steps uncovered in the proposed elevator pit location; first floor wall and floor repairs; skylight framing repair; change in hardware finish; credit for various deletions i.e. plaster, structural steel columns first floor, ramp, micropile, lowering first floor entrances & porch; and forty (40) days to the contract.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$126,284.37.

Project Initiation Date: August 15, 2013

Design Professional: Belinda Stewart Architects, P.A.

General Contractor: Gregory Construction Services, Inc.

Total Project Budget: \$9,800,000.00

5. **MSU– GS 105-352 – Library Expansion, Mitchell Memorial Library**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of \$313,521.00 and one hundred fifty (150) additional days to the contract of West Brothers Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, June 1, 2017

Change Order Description: Change Order #5 includes the following items: sitework and sidewalk modifications; elevator and equipment room modifications; changing asphalt details; add elevator emergency power notification and lighting control; and one hundred fifty (150) 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 \$335,341.59.

Project Initiation Date: August 15, 2013

Design Professional: Foil Wyatt Architects & Planners, PLLC.

General Contractor: West Brothers Construction, Inc

Total Project Budget: \$8,300,000.00

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MISSISSIPPI UNIVERSITY FOR WOMEN

6. **MUW– GS 104-184 – Fant Library Renovation – PH III (ASRS)**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the credit amount of \$6,864.80 and thirty (30) additional days to the contract of Anchor Construction, LLC. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, June 13, 2017

Change Order Description: Change Order #3 includes the following items: credit for relocation of the fire main line above various rooms; credit for unused mechanical controls allowance and thirty (30) 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: Three (3) change orders for a total credit amount of \$32,382.22.

Project Initiation Date: January 22, 2015

Design Professional: Burris/Wagnon Architects, P.A.

General Contractor: Anchor Construction, LLC

Phased Project Budget: \$1,534,387.78

Total Project budget: \$8,249,000.00

7. **MUW– GS 104-189 – Physical Plant Warehouse/Office Facility**

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 \$900,000.00 to the apparent low bidder, Worsham Brothers Construction, LLC.

Approval Status & Date: APPROVED, June 8, 2017

Project Initiation Date: June 18, 2015

Design Professional: Major Design Studio, PLLC

General Contractor: Worsham Brothers Construction, LLC

Total Project Budget: \$1,059,550.00

UNIVERSITY OF MISSISSIPPI

8. **UM– IHL 107-308 – Union Addition & Renovation**

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of \$16,642.00 and two (2) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, June 22, 2017

Change Order Description: Change Order #7 includes the following items: change several light bollards to a few pole lights; credit for deleted/revised site lighting and deleted fixtures; reroute and consolidate two (2) 15” roof drain lines with flow sensors in Phase three; change two (2) pairs of doors to overhead coiling doors and modify the

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access controls at the loading dock; reroute the natural gas line to the NW corner of the existing building; add built-up curbs at the roof-mounted food service condenser unit locations; and two days to the contract.

Change Order Justification: This change was 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: Seven (7) change orders for a total amount of \$908,111.00.

Project Initiation Date: August 18, 2011

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

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$58,580,556.79

Total Project budget: \$58,900,000.00

9. **UM– GS 107-314 (formerly IHL 207-355) – Garland Hedleston Mayes Renovation**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1R

Board staff approved Change Order #1R in the amount of \$300,180.00 and seventy-three (73) additional days to the contract of Century Construction & Realty. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, June 1, 2017

Change Order Description: Change Order #1R includes the following items: change the underground pre-insulated chilled water piping from pvc to ductile iron; demolish additional latent piping containing asbestos; demolish and remove plaster ceilings in the restroom areas; install 4” pvc irrigation sleeves underneath all paving and walkways; reroute underground gas piping; relocate the site security fencing; remove and dispose of discovered mortar beds and removal of residual mastic; revision for the site domestic water line discrepancies discovered during demolition; and seventy-three (73) days to the contract.

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 days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$300,180.00.

Project Initiation Date: June 18, 2008

Design Professional: JH&H Architects/Planners/Interiors, PA

General Contractor: Century Construction & Realty, P.A.

Total Project Budget: \$23,500,000.00

10. **UM– IHL 207-354 – Honors College Renovation and Addition**

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of \$44,449.94 and forty (40) additional days to the contract of Hooker Construction, Inc.

Approval Status & Date: APPROVED, May 25, 2017

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Change Order Description: Change Order #7 includes the following items: add a light fixture in a lounge area; replace existing cable at the ceiling of lounge feeding floor boxes at a room above with new conductor and conduit; add electrical circuitry for study carrels at a study area; install one 20 AMP 208 V circuit for an oven; rewire lighting in a classroom; install offsets in new 20" double wall spiral duct in a lounge area; provide revised mechanical diffusers at third floor ceilings; install a transfer fan at a grill exchanging air between the basement and the first floor; install insulation on new return ductwork in an existing attic; install new duct at the kitchen & data rooms on the 3rd floor; swap a proposed dishwasher for a new ice maker (labor); install three (3) new manual balancing dampers at ductwork to assist in HVAC balancing; provide new lay-in acoustic ceiling in various rooms; provide wall furring at the upper portion of walls in a lounge area; enclose the underside of stairs with metal studs and gypsum board; repair damaged walls and ceilings; removal of dumpster pad and reinstallation of concrete curb; install beams under the new walls at a study room and under new walls at the basement; swap proposed dishwasher for a new ice maker (appliance); provide additional room signage; assessment of liquidated damages for forty (40) days (late completion) to the contract.

Change Order Justification: This change was due to errors and 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: Seven (7) change orders for a total amount of \$739,157.14.

Project Initiation Date: November 17, 2011

Design Professional: The McCarty Company Design Group, P.A.

General Contractor: Hooker Construction, Inc.

Total Project budget: \$6,900,000.00

11. **UM– IHL 207-372 – South Campus Recreation Facility & Transportation Hub**

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$30,965.19 and zero (0) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, May 22, 2017

Change Order Description: Change Order #2 includes the following items: remove, fill and compact unidentified manhole; and demolition & removal of the existing fire suppression system.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; and latent job site conditions.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$175,446.62.

Project Initiation Date: June 20, 2013

Design Professional: JBHM Architects, P.A.

General Contractor: Zellner Construction Services, LLC

Phased Project Budget: \$28,746,997.47

Total Project Budget: \$32,000,000.00

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12. UM – IHL 207-375 – Student Housing Phase II

Approval Request #1: Change Order #9

Board staff approved Change Order #9 in the amount of \$121,343.00 and zero (0) additional days to the contract of B.L. Harbert International, LLC.

Approval Status & Date: APPROVED, June 15, 2017

Change Order Description: Change Order #9 includes the following items: to provide power to the relocated access control power supplies; and installing the fire alarm relays to the new access controls at the east and west stairwell doors.

Change Order Justification: These changes are due to changes in requirements or recommendation by governmental agencies; and user/owner requested modifications.

Total Project Change Orders and Amount: Nine (9) change orders for a total amount of \$532,059.00.

Project Initiation Date: November 21, 2013

Design Professional: The McCarty Company - Design Group, P.A.

General Contractor: B.L. Harbert International, LLC

Total Project Budget: \$40,000,000.00

13. UM – IHL 207-376 – STEM Building

Approval Request #1: Approval of Design Development Documents

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

Approval Status & Date: APPROVED, June 13, 2017

Project Initiation Date: January 16, 2014

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Phased Project Budget: \$6,187,347.79

Total Project Budget: \$14,000,000.00

14. UM– IHL 207-383 – Gillom Sports Center Renovation

Approval Request #1: Change Order #6

Board staff approved Change Order #6 in the amount of \$40,885.33 and fifteen (15) additional days to the contract of Zellner Construction Services, LLC.

Approval Status & Date: APPROVED, June 1, 2017

Change Order Description: Change Order #6 includes the following items: replace the existing mechanical room's louvered doors with solid metal doors; paint the volleyball arena light fixtures white; flooring changes on the cardio mezzanine; add game lines and net floor sleeves to the practice court in the area under the retractable bleachers; add new electrical service to the existing retractable bleachers; provide a new curb to connect the new ADA ramp entrance and the entrance to the golf car parking area & also provides two (2) new steel bollards to protect the new electrical junction box that was installed next to the pavement & demolishes an existing concrete vault not being used; installation of three (3) more exterior wall lights; provide additional door hardware; extend the receptacles on the south end of the building out to the poles of the new golf cart pad canopy for the chargers to be placed under the canopy and replaces a section of existing

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sidewalk that is ADA compliant; reduce the height of the dividing wall between the treatment areas; and fifteen (15) days to the contract.

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 additional days for work as indicated herein.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$237,411.42.

Project Initiation Date: June 19, 2014

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

General Contractor: Zellner Construction Services, LLC

Total Project Budget: \$13,800,000.00

15. **UM – IHL 207-398 – John W. White Facilities Management Building West Wing Addition**

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of \$378.51 and thirty-nine (39) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, June 22, 2017

Change Order Description: Change Order #5 includes the following items: add two (2) additional until the flat files are installed; modify the swing of a door; delete the hose bibb on the north wall; delete the tile and base in a room; delete “J” hooks no longer necessary for data wiring; delete the aluminum plaque; add four (4) can lights in the conference room and relocate six (6) can lights plus one (1) sprinkler head; move the sprinkler head in the conference room; add two (2) corner guards to match the wall paint color; and thirty-nine days to the contract.

Change Order Justification: These changes are due to errors and omissions in the plans and specifications; and 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 \$151,869.51.

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

16. **UM – IHL 207-407 – University-Oxford Airport East Ramp Expansion**

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$164,114.30 and sixty-six (66) additional days to the contract of Xcavators, Inc.

Approval Status & Date: APPROVED, May 25, 2017

Change Order Description: Change Order #2 includes the following items: add 12,000 square yards of sodding; and sixty-six (66) days to the contract.

Change Order Justification: This change was necessary to revise the line item quantities for the contractor’s unit rate contract to match the final as-constructed quantities; and for work as indicated herein.

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Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$1,486,328.30.

Project Initiation Date: September 17, 2015

Design Professional: Barge, Waggoner, Sumner & Cannon, Inc.

General Contractor: Xcavators, Inc.

Total Project Budget: \$8,700,000.00

17. **UM – IHL 207-411.1 – Oxford-University Stadium (Swayze Field) Addition & Renovation – PH II**

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$6,748.78 and zero (0) additional days to the contract of Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, June 13, 2017

Change Order Description: Change Order #1 includes the following items: demolish the buried slab under the existing hitting facility building; add one 6” and one 3” isolation valve for control convenience to the new water line service to the 3rd baseline concessions, restrooms and the new fire hydrant.

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 amount of \$6,748.78.

Project Initiation Date: October 15, 2015

Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.

General Contractor: Century Construction & Realty, Inc.

Phased Project Budget: \$17,749,170.08

Total Project Budget: \$18,975,750.00

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

Approval Request #1: Change Order #1R

Board staff approved Change Order #1R in the amount of \$2,435.00 and zero (0) additional days to the contract of Murphy & Sons, Inc.

Approval Status & Date: APPROVED, May 25, 2017

Change Order Description: Change Order #1R includes the following items: add wood blocking in walls for six (6) tv locations, three (3) data boxes at the vending machine location; and add a 208v receptacle in the telcom room.

Change Order Justification: This change was necessary due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Approval Request #2: Change Order #2

Board staff approved Change Order #2 in the amount of \$13,193.00 and zero (0) additional days to the contract of Murphy & Sons, Inc.

Approval Status & Date: APPROVED, June 7, 2017

Change Order Description: Change Order #2 includes the following items: revise the door hardware; and to add sixty-eight (68) Pyramid Cylinders to the door hardware.

Change Order Justification: This change was due to errors & omissions in the plans and specifications; and user/owner modifications.

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Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$15,628.00.

Project Initiation Date: September 2, 2016

Design Professional: Shafer & Associates, PLLC

General Contractor: Murphy & Sons, Inc.

Total Project Budget: \$3,800,000.00

19. UM – IHL 207-428 – East Campus Electrical Modifications

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, June 1, 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, June 1, 2017

Project Initiation Date: November 17, 2016

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$1,900,000.00

20. UM – IHL 207-435 – Guyton Drive Modifications

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by A2H, PLLC.

Approval Status & Date: APPROVED, June 1, 2017

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by A2H, PLLC.

Approval Status & Date: APPROVED, June 1, 2017

Project Initiation Date: May 18, 2017

Design Professional: A2H, PLLC

General Contractor: TBD

Total Project Budget: \$1,257,400.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

21. UMMC– GS 109-210 (GC-001) – School of Medicine

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #12

Board staff approved Change Order #12 in the amount of \$113,215.00 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, June 6, 2011

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Change Order Description: Change Order #12 includes the following items: remove the existing electrical devices and wiring at the 1st floor legacy wall; relocate the 2nd floor stair 2 Area of Refuge; delete the wood nosings & transition strips in the lecture halls and install vinyl components; revise the layout of the Hunter Douglas specialty ceiling grid in the vestibules on the ground, first and third floors; install hard tile flooring to match the existing flooring in the Learning Research Center connector; provide conduit infrastructure above the hard ceilings from the draft curtain control panels to test switch locations in the north electrical room on three floors; core drill the Penthouse floor slab and install conduit infrastructure for the data cable from the fourth floor to the building management system panels; provide power to the ground floor window types “N” roller shades; add two (2) power outlets and one (1) data outlet to the counter in a lab support room; delete the select fill at the east drive area with utility congestion and install flowable fill; delete the asphalt paving and install reinforced concrete pavement; trench under the existing utilities and install concrete supports; locate the unidentified fire main and encase in concrete; x-ray the existing Learning Research Center concrete floor slab to locate the steel reinforcement before core drilling; and relocate the fire pump controllers cabinet.

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

Approval Request #2: Change Order #13

Board staff approved Change Order #13 in the amount of \$29,228.00 and zero (0) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, June 27, 2017

Change Order Description: Change Order #13 includes the following items: add a gypsum board wall enclosure at stair one on the ground floor landing; repair the epoxy flooring in the wet lab where the base cabinets were removed for installation of incubators; add gypsum board furring at the atrium draft curtains; add smoke partitions above the fourth floor atrium glass wall and doors leading to a corridor; install power receptacle grommets in the student lounge millwork; change all interior door gaskets to the low profile type; add power and wall switch rough-ins for various conference rooms and roller shades on the east glass wall in another conference room; add roller shade switch rough-ins at window types on the first floor; and lower the pole lighting duct bank at the west paving site.

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: Twelve (13) change orders for a total amount of \$952,385.00.

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

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22. UMMC – IHL 109-223 – Clinical Research Unit

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Foil Wyatt Architects.

Approval Status & Date: APPROVED, June 1, 2017

Project Initiation Date: May 18, 2017

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: TBD

Total Project Budget: \$7,500,000.00

23. UMMC– IHL 209-544 – Translational Research Center

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of \$271,123.50 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, June 1, 2017

Change Order Description: Change Order #5 includes the following items: excavate & remove unwanted expansive material and replace with select fill for proper compaction; additional framing & installation of impact-resistant gypsum board at elevator lobbies & vestibules; inlet modifications at the dock concrete apron; add moisture-resistant epoxy base compound to flooring slab; delete the exterior MIND center signage; removal of the existing partition wall between the small break room on the third floor and the adjacent small conference room; replacement of floor drain parts at the mechanical room; additional electrical circuits for the animal watering system; add electrical power for the damper circuits; fire hydrant modifications; demolish and remove the storm inlet and piping; provide finish grade clean outs for the perimeter drainage system; add landscape & irrigation design scope to the project; add column wraps in the south entrance vestibule; add hot gas bypass to the rooftop air-coated chiller; and add one hundred (100) pair external copper cable connection to the campus copper communications infrastructure.

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: Five (5) change orders for a total credit amount of \$667,484.23

Project Initiation Date: November 17, 2011

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Phased Project Budget: \$44,259,496.98

Total Project Budget: \$50,572,743.00

24. UMMC – IHL 209-551 – Main Pharmacy Renovations 2014

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by The McCarty Company.

Approval Status & Date: APPROVED, May 16, 2017

Project Initiation Date: January 22, 2015

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Design Professional: The McCarty Company
General Contractor: Sunbelt General Contractors, Inc.
Total Project Budget: \$3,848,518.00

25. **UMMC – IHL 209-554 – 2016 Campus Master Plan**

Approval Request #1: Master Plan 10-Year Update

Board staff approved the Campus Master Plan 10-Year Update

Approval Status & Date: APPROVED, June 1, 2017

Design Professional: Cannon Design

26. **UMMC – IHL 209-555 – Children’s of Mississippi Expansion**

Approval Request #1: Approval of Design Development Documents

Board staff approved the Design Development Documents as submitted by HDR Architecture.

Approval Status & Date: APPROVED, June 7, 2017

Project Initiation Date: April 21, 2016

Design Professional: HDR Architecture

General Contractor: TBD

Total Project Budget: \$180,000,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

27. **USM– GS 108-279 – Lucas Administration Envelope Repairs**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$0.00 and one hundred seventy (170) 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, May 22, 2017

Change Order Description: Change Order #2 includes the following item: extended time of one hundred seventy (170) days to the contract.

Change Order Justification: This change is due to weather (rain) delays followed by site conditions being too wet to execute the required work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total credit amount of \$120,640.07.

Project Initiation Date: March 21, 2013

Design Professional: Albert & Associates Architects, P.A.

General Contractor: Finlo Construction Company, Inc.

Total Project Budget: \$3,300,000.00

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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 (statement dated 7/20/17) from the funds of Alcorn State University. (This statement, in the amount of \$994.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 994.50

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 5/1/17, 6/1/17 and 6/1/17) from the funds of Alcorn State University. (These statements, in the amounts of \$30.05, \$23.02 and \$1,000.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 1,053.07

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 5/19/17 and 6/20/17) from the funds of Mississippi State University. (These statements, in the amounts of \$5,437.50 and \$100.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 5,537.50

Payment of legal fees for professional services rendered by Perry & Winfield (statement dated 6/23/17) from the funds of Mississippi State University. (This statement, in the amount of \$11,665.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 11,665.50

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 6/1/17) 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 Mayo|Mallette (statements dated 2/2/17, 4/5/17, 6/7/17, 7/7/17 and 7/7/17) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,798.25, \$1,635.50, \$3,213.81, \$2,867.50 and \$3,549.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 14,064.56

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Payment of legal fees for professional services rendered by Ware Immigration (statements dated 12/1/16, 12/1/16, 12/1/16, 12/1/16, 12/1/16, 12/1/16, 12/1/16, 1/1/17, 1/1/17, 1/1/17, 1/1/17, 2/1/17, 2/1/17, 2/1/17, 2/1/17, 2/1/17, 3/1/17, 3/1/17, 3/1/17, 6/1/17, 6/1/17 and 6/1/17) from the funds of the University of Mississippi. (These statements, in the amounts of \$55.29, \$22.93, \$7,500.00, \$22.93, \$28.23, \$27.80, \$2,500.00, \$2,500.00, \$2,500.00, \$387.32, \$7,500.00, \$2,500.00, \$2,000.00, \$50.74, \$2,000.00, \$382.04, \$387.32, \$393.92, \$522.50, \$2,000.00, \$28.53 and \$4,000.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 37,309.55

Payment of legal fees for professional services rendered by the Baker|Donelson (statement dated 6/15/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$5,041.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 5,041.50

Payment of legal fees for professional services rendered by Bradley|Arant (statements dated 5/10/17, 5/10/17, 5/11/17 and 5/11/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,793.00, \$14,268.90, \$1,813.00 and \$1,935.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 20,810.40

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/23/16, 3/14/17, 4/12/17, 4/25/17, 4/27/17, 4/28/17, 4/28/17, 5/2/17, 5/8/17, 5/19/17, 5/19/17, 5/19/17, 5/22/17, 5/31/17, 6/5/17, 6/12/17, 6/12/17, 6/13/17, 6/13/17, 6/14/17, 6/15/17, 6/26/17, 6/29/17, 7/6/17 and 7/6/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$31,466.24, \$122.50, \$1,200.50, \$1,755.79, \$8,036.00, \$2,131.50, \$15,642.39, \$5,757.50, \$759.50, \$57,169.24, \$4,572.03, \$4,410.00, \$1,839.10, \$98.00, \$32,852.08, \$1,053.50, \$1,029.00, \$661.50, \$3,356.50, \$6,776.70, \$9,457.20, \$12,001.50, \$3,410.00, \$367.50, \$14,920.50 and \$441.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 221,287.27

Payment of legal fees for professional services rendered by Hogan Lovell (statements dated 4/26/17, 4/26/17, 5/26/17, 5/26/17, 6/13/17 and 6/13/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$891.00, \$3,098.70, \$2,287.60, \$891.00, \$5,262.60 and \$891.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 13,321.90

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Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 2/15/17, 2/27/17, 4/13/17, 4/13/17, 4/14/17, 4/14/17, 5/1/17, 5/1/17, 5/1/17, 5/1/17, 5/1/17, 5/1/17, 5/3/17, 5/16/17, 5/16/17, 5/16/17, 5/16/17, 5/16/17, 6/16/17, 6/16/17, 6/16/17 and 6/16/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$5,395.50, \$4,017.75, \$1,650.00, \$3,228.19, \$2,145.00, \$1,138.50, \$288.75, \$808.50, \$890.87, \$5,263.50, \$2,655.50, \$445.50, \$1,963.50, \$2,409.00, \$15,798.75, \$404.25, \$33.00, \$2,621.55, \$327.95 and \$280.50, \$32,958.75, \$24.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 84,758.81

Payment of legal fees for professional services rendered by John Kitchens d/b/a Whitfield Law Group (statements dated 5/2/17, 5/2/17, 5/2/17, 5/22/17, 5/22/17, 5/22/17, 5/22/17, 6/2/17, 6/26/17, 6/26/17, 6/26/17 and 6/26/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$528.00, \$3,774.00, \$610.50, \$1,042.50, \$1,438.00, \$660.00, \$1,044.00, \$2,590.50, \$1,096.50, \$2,308.50, \$2,562.00 and \$1,624.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 19,279.00

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 5/24/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$7,731.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 7,731.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 5/11/17, 5/30/17 and 6/21/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$216.00, \$4,181.00 and \$4,632.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 9,029.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 6/1/17, 7/1/17 and 7/1/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$17.07, \$13.52 and \$12.17, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 42.76

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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 11/9/16, 5/24/17, 5/24/17, 5/24/17, 5/24/17, 5/24/17, 5/24/17, 5/24/17, 5/24/17, 6/29/17, 6/29/17 and 6/29/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Vibrio Assay Methods and Kits” - \$960.00; “Esterification and Bio Oil Upgrading” - \$400.00; “Vibrio Assay Methods and Kits” - \$1,286.00; “HCN4 Therapeutics for Breathing Disorders” - \$2,941.00; “Continuation – Occidiofungin Patent Applications” - \$2,040.00; “Cancer Therapeutic Use of Occidiofungin” - \$120.00; “Novel Oximes for Reactivating Butyrylcholinesterase” - \$47.50; “System and Methods for Pest Reduction” - \$575.00; “Hemagglutinin Substitution Increases Thermostability and Improves Yields of 2009 H1N1 Influenza , A Virus in Cells” - \$305.00; “Listeria and Salmonella Assay Methods and Kits” - \$120.00; “Sequence Specific Phage-Based Antimicrobials” - \$285.00 and “Novel Oximes for Reactivating Butyrylcholinesterase” - \$19.00, respectively.)

TOTAL DUE.....\$ 9,098.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 5/17/17, 5/17/17, 6/20/17, 6/20/17 and 6/2017) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Extruder Device” - \$2,128.00; “Methods of Synthesizing Graphene from a Lignin Source” - \$2,115.00; “Extruder Device” - \$767.50; “Methods of Synthesizing Graphene from a Lignin Source” - \$311.00 and “Nano-Structured Catalysts for Methane Reforming” - \$57.00, respectively.)

TOTAL DUE.....\$ 5,378.50

Payment of legal fees for professional services rendered by Armstrong|Teasdale (statements dated 4/11/17, 4/11/17, 4/11/17, 6/27/17, 6/27/17, 6/27/17, 6/27/17 and 6/27/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Microphone Array for Reducing the Effect of Atmospheric Turbulence” - \$60.48; “Microphone Array for Reducing the Effect of Atmospheric Turbulence” - \$35.00; “Microphone Array for Reducing the Effect of Atmospheric Turbulence” - \$926.76; “Microphone Array for Reducing the Effect of Atmospheric Turbulence” - \$212.10; “Microphone Array for Reducing the Effect of Atmospheric Turbulence” - \$697.58; “Microphone Array for Reducing the Effect of Atmospheric Turbulence” - \$403.42; “Microphone Array for Reducing the Effect of Atmospheric Turbulence” - \$157.50 and “Microphone Array for Reducing the Effect of Atmospheric Turbulence” - \$1,240.00, respectively.)

TOTAL DUE.....\$ 3,732.84

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Payment of legal fees for professional services rendered by Butler|Snow (statement dated 6/29/17) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Cache Mapping Technology Matter” - \$5,584.50.)

TOTAL DUE.....\$ 5,584.50

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 6/17/17, 6/17/17, 6/29/17, 6/29/17 and 6/30/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions Containing Delta-9THC Amino Acid Esters” - \$241.05; “Highly Selective Sigma Receptor Radioligands” - \$181.10; “Potent Immunostimulants from Microalgae” - \$678.33; “Potent Immunostimulants from Microalgae” - \$1,288.66 and “Highly Selective Sigma Receptor Radioligands” - \$1,957.65, respectively.)

TOTAL DUE.....\$ 4,346.79

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 6/20/17) 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” - \$904.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$658.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$591.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$941.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$716.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$1,600.00; “Novel Tools for Assessing the Skin Sensitization” - \$432.00 and “Indolizine-Based Donors as Organic Sensitizers” - \$458.00, respectively.)

TOTAL DUE.....\$ 6,300.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 4/24/17, 4/24/17, 4/24/17, 4/24/17, 4/24/17, 4/24/17, 5/7/17, 5/17/17, 5/17/17, 5/17/17, 5/17/17, 5/17/17, 6/26/17, 6/26/17 and 6/26/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$571.00, \$1,591.47, \$4,117.50, \$239.00, \$795.50, \$47.50, \$1,086.00, \$2,486.50, \$289.50, \$629.31, \$208.00, \$2,499.50, \$182.00, \$2,297.50, \$4,511.00 and \$53.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.....\$ 15,604.28

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 5/24/17) from the funds of the University of Southern Mississippi. (This statement represents services and expenses in connection with the following patent: “Covalent Attachment of Bacteriophages to Polymeric Surfaces” - \$504.00.)

TOTAL DUE.....\$ 504.00

EXHIBIT 11

August 17, 2017

SYSTEM – REQUEST FOR AN OPINION BY THE ATTORNEY GENERAL

Pursuant to IHL Board Policy 1103 Requests for Legal Opinions from the Attorney General, the IHL Board Legal Committee Chair granted permission to request an opinion by the Attorney General regarding Miss. Code Ann. §25-1-113, as reflected in the items set out below. Board Policy 1103 requires that all such requests approved by the Legal Committee Chair be reported to the full Board as an information item at its next meeting. The request seeks clarification on the following questions:

Question 1: Do the electronic call logs provided to UM by OMAF reflecting calls placed or received on OMAF-owned cell phones constitute a singular “public record” or does each call reflected in the electronic records constitute an individual and specific record of a call that must be analyzed to determine whether that individual call constitutes a “public record”?

This office has previously opined that information such as addresses, telephone numbers and other personal information are the types of information that should not be made public through responses to public records requests. MS AG Op., Stanton (Nov.7, 2014) (*citing* MS AG Op., Neyman (Jan. 31, 2014) and MS AG Op. Smith (July 2, 1984)). Our second question asks how this series of opinions and the MEC opinions cited above apply to the telephone numbers of third parties contained in the telephone records.

Question 2: If the entire call logs for OMAF-owned cell phones are considered “public records”, are telephone numbers of third parties contained on the call logs related to personal calls that were not made in the conduct, transaction or performance of any business, transaction, work, duty or function of UM subject to redaction prior to release?

As mentioned above, some of the public records requests also seek telephone records for landline phones used by various current or former athletics personnel. Unlike the cell phones, these landlines are owned by UM. Our third question and fourth questions focus on how UM should approach records of personal calls on state-owned landlines under the MPRA.

Question 3: Do the electronic call logs reflecting calls placed or received on UM-owned land lines constitute a singular “public record” or does each call reflected in the electronic records constitute an individual and specific record of a call that must be analyzed to determine whether that individual call constitutes a “public record”?

Question 4: If the entire call logs for UM-owned land lines are considered a “public record”, are telephone numbers of third parties contained on the call logs related to personal calls that were not made in the conduct, transaction or performance of any business, transaction, work, duty or function of UM subject to redaction prior to release?

EXHIBIT 11

August 17, 2017

Even if the records of personal calls are considered “public records” and the telephone numbers of third parties are not protected from disclosure under Stanton and other opinions referenced above, Mississippi common law recognizes a cause of action for the unlawful invasion of an individual’s privacy rights through the public disclosure of private facts. The Mississippi Supreme Court has adopted the Restatement (Second) of Torts § 652D, which covers the public disclosure of private facts. Young v. Jackson, 572 So.2d 378 (Miss.1990). In Young, the Mississippi Supreme Court stated that Mississippi law affords each person a substantial zone of freedom which, at his election, he may keep private. The zone surrounds person and place and without his consent may not be invaded by other persons, or by the state. According to the Mississippi Supreme Court, one who gives publicity to a matter concerning the private life of another is subject to liability to the other for invasion of his privacy, if the matter publicized is of a kind that: (a) the publication of which would be highly offensive to a reasonable person, and (b) is not of legitimate concern to the public.

Question 5: If the personal calls are considered “public records” and third party phone numbers related to personal calls are not otherwise subject to redaction, does UM have a duty under Mississippi common law to redact (or not to release) records if their release would constitute the public disclosure of private facts? In other words, would UM or its officials be liable to third parties for invasion of privacy if they release public records that include private facts, the publication of which would be highly offensive to a reasonable person and are not of legitimate concern to the public?

Lastly, personnel records are specifically exempt from disclosure pursuant to Miss. Code Ann. § 25-1-100. Thus UM has an affirmative duty not to disclose personnel records, which leads to our final question.

Question 6: Do calls reflected on the call logs which formed the basis of a personnel action against a former employee constitute a personnel record that is exempt from disclosure?