

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
June 20, 2019**

**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 19, 2018, to each and every member of said Board, said date being at least five days prior to this June 20, 2019 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham, Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper (by phone), Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan (by phone), Mr. Gee Ogletree, Mr. Hal Parker, and Dr. J. Walt Starr. The meeting was called to order by Hal Parker, President, with Trustee Bruce Martin introduced Reverend Morris Thompson, Episcopal Church of the Mediator in Meridian, MS, who gave the invocation.

**INTRODUCTION OF GUESTS**

- President Hooper welcomed the Student Government Association Officers: James Stirgus, SGA President at Alcorn State University; Elizabeth Swindle, SGA President at Delta State University; Jordan Jefferson, SGA President at Jackson State University; Jake Manning, SGA President at Mississippi State University; John Jacob Miller, SGA President at Mississippi University for Women; Meredith Cobb, SGA President of the University of Mississippi Medical Center; and Michael Matrick, SGA President at the University of Southern Mississippi.

**APPROVAL OF THE MINUTES**

On motion by Trustee McNair, seconded by Trustee Dye, with Trustee Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on May 15, 2019 and May 16, 2019.

**CONSENT AGENDAS**

On motion by Trustee Dye, seconded by Trustee McNair, with Trustee Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas, as amended.

**FINANCE**

1. ASU – Approved an amendment to the Schindler Elevator Corporation service contract to add the Natchez Campus and four other new elevators which are not included in the current agreement. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved prepayment of the monthly rent each month. The contract will provide preventative maintenance on all 30 elevators on the Lorman and Natchez

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Campuses. As mandated by the Mississippi Conveyance Safety Act, all elevators must be included under a service agreement that conducts annual tests and services as required by the state inspection program. The term of the contract addendum shall begin upon IHL Board approval (approximately June 20, 2019) and expire on June 30, 2020 and shall have no provisions for auto renewal. The new monthly maintenance rate will increase from \$8,107.16 per month to \$8,200 per month. This amendment will change the current value of the contract from \$97,285.92 to \$98,400. The payment will be made annually. The agreement will be funded by E & G funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. **MSU** – Approved the request to enter into a contract with Babel Street for the purchase of the following software items: 1) The Babel Street® web-based application, Babel X®, which is a multi-lingual, geo-enabled, text analytics software as a service (SaaS) solution and 2) Babel BOX®, or Blended Onsite eXploitation, which refers to the on-premises, hosted solution of Babel Street’s commercial software. This software purchase and subscription are required to comply with a grant from the U.S. government. The grant award specifically requires the use of Babel Street’s products. The contract will begin on June 29, 2019 and will expire on January 29, 2020 with an option to renew, if funding is available, for up to four (4) additional 1-year periods. For the first seven-month term the cost will be \$1,202,000. The annual fee shown in the order forms, of \$1,100,000 shall apply to the first annual term if the option to renew is exercised which shall run from January 30, 2020 until January 29, 2021. The annual fees for the following annual terms shall be renegotiated by the parties prior to the beginning of the renewal term, however, the parties agree that the annual fee shall not escalate by more than 2%. It is anticipated that the third-year cost will be not more than \$1,122,000; the fourth-year cost will be not more than \$1,144,440; the fifth-year cost will be not more than \$1,167,329, for a total cost of not more than \$5,753,769 if funding is available. The contract will be funded by grants. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
3. **MSU** – Approved the request to lease 2,809 square feet of office space at 385 College View Street to be used for the University’s Computer Testing Services. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the rent each month. The University’s Computer-Based Testing Service is currently located in the basement of an on-campus building scheduled for eventual demolition. The College View space is more suitable for long-term occupancy and favorably located for the type of services provided to the public. The contract term is August 1, 2019 through July 30, 2024 and may be renewed for one 5-year period upon written agreement of both parties. The total contract amount is \$324,573.14 for the five-year period. A breakdown of costs is included in the bound *June 20, 2019 Board Working File*. The contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

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4. **UM** – Approved an amendment and extension of the lease between the IHL/UM and Alpha Mu House Corporation of Kappa Delta Sorority (“KD House Corporation”) and a sublease between KD House Corporation and Mississippi Gamma House Association of Sigma Alpha Epsilon (“SAE House Association”). Amendment of the primary lease is necessary because KD House Corporation seeks financing to rebuild the KD House currently erected on sorority lot no. 8. Proposed lenders require KD House Corporation to amend and extend the term of the primary lease from the last day of August 2039 to the last day of August 2049 to coincide with the proposed financing term because the original lease expires during the proposed amortization of the loan. KD House Corporation maintains that it cannot obtain financing to rebuild the KD House until its lease with IHL/UM is extended. KD House Corporation will sublease the vacated SAE House from the SAE House Association because KD sorority members will be displaced during the interim period when the KD House is vacated and then demolished and rebuilt. The IHL’s approval of the sublease is necessary because the primary lease between SAE House Association and the IHL/UM expressly provides that SAE House Association may not sublease, sell, assign, or pledge the property as a security for a loan to any person, corporation, society, or body without the consent of the IHL in writing. The primary lease between the IHL/UM and KD House Corporation is for a thirty-year term, from September 1, 2009 to August 31, 2039. The primary lease contains no renewal option. The amended lease between the IHL/UM and KD House Corporation is for a forty-year term, from September 1, 2009 to August 31, 2049. The term of the proposed sublease between SAE House Association and KD House Corporation is for one year, from July 1, 2019 to June 30, 2020. The annual lease payment under the primary lease between KD House Corporation and IHL/UM is \$50. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
5. **UM** – Approved the request for the University of Mississippi Office of Information Technology to enter into a contract with GKR Systems, Inc. (commonly known as Venture Technologies) to procure hardware for upgrading the existing computer network. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the five (5) years of support and upgrades. Following receipt of the hardware, this hardware purchase includes five years of prepaid hardware support and upgrades along with a set hourly rate should any onsite support services be required. This allows significant savings by providing a much higher discount rate and locking the price to prevent any increase for five years. The estimated delivery of new hardware is July 1, 2019, the estimated end date would be June 30, 2024. The contract amount for this procurement is \$2,198,278.68 with hardware costs being \$1,573,449 and five years of hardware support being \$624,829.68 (including five years of updates for the operating system). The University also have a specified rate of \$175 per hour should any onsite services be required. The University has not utilized onsite services in the last five years and does not anticipate needing them in the five years of this agreement, but an hourly rate for onsite services with a four-hour response time is specified if necessary. Funding for this project will be Telecommunications Capital R&R reserves. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

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6. **UM** – Approved the request for the University of Mississippi Office of University Marketing & Communications to enter into a contract with Ologie LLC to establish a collaborative relationship with a marketing and branding agency to provide UM with a distinctive, unifying brand platform. The contract term will be June 21, 2019 – June 30, 2020. The total contract amount is \$657,000. This total includes the following: Professional Fees \$527,000; Miscellaneous Material Expenses \$2,000; Film Expenses \$45,000; Travel Expenses \$53,000; and Potential Change Orders \$30,000. The source of the funding for the contract will be a combination of existing University Marketing & Communications funds and Educational and General funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
7. **UMMC** – Approved the request to enter into a Services Agreement (Agreement) with Atlas Medstaff, LLC (Atlas) for augmentation of nursing and surgical technician staffing to be utilized on an as-needed basis. Atlas will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas. The term of this Agreement is two (2) years, beginning July 1, 2019, and ending June 30, 2021. The total maximum cost of the Agreement over two (2) years is \$9,877,840, which is UMMC’s total expected need for nurse staffing augmentation. Fees are based upon hourly rates for the nurses and technicians. However, since it is unknown at this time which vendor will be able to supply nurses as needed, UMMC has requested the total projected need for each of the three (3) proposed vendors (Atlas Medstaff, LLC; Cross Country Staffing, Inc.; and Medical Solutions, LLC). This Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
8. **UMMC** – Approved the request to enter into a Reagent Rental Agreement (Agreement) with Beckman Coulter, Inc. (Beckman Coulter) for the lease of an AU480 Analyzer, including a one (1) year warranty, service, training, and related consumables needed for diagnostic testing. The analyzer and associated supplies are used to perform drug screens on hospital and clinic patients, as well as new UMMC employees and students. The testing is also used in cases of possible exposure, ingestions, and overdoses. The term of the Agreement is five (5) years, from July 1, 2019, through June 30, 2024. The total estimated cost for the five (5) year contract term is \$513,602.73. UMMC has calculated into the total cost a potential annual cost increase of three percent (3%) and potential annual patient volume growth of ten percent (10%), beginning in year two (2) of the Agreement. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
9. **UMMC** – Approved the request to enter into a Services Agreement with Cintas Corporation No. 2 (Cintas) to rent uniforms worn by employees throughout UMMC. The Department of Finance and Administration, Office of Purchasing, Travel, and Fleet Management (DFA) has contracted with Cintas for the provision of uniforms to state agencies. The initial term of the agreement is three (3) years, from October 1, 2019, through September 30, 2022. Thereafter, the agreement will automatically renew for an

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additional two (2) renewal terms of one (1) year each. The Board approved the entire term of five (5) years, from October 1, 2019, through September 30, 2024. The total estimated cost over the five (5) year term is \$899,543.68. Pricing under the agreement is firm for the initial three (3) year term. During the renewal terms, upon 120 days' prior written notice, Cintas may increase prices up to the percent increase in the Hospital and Related Services component of the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as released by the U.S. Labor Department, Bureau of Labor Statistics. UMMC has calculated a six percent (6%) annual increase beginning in year 4 for potential price increases, as well as potential volume increases during the five (5) year term. The agreement will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

10. **UMMC** – Approved the request to enter into Amendment One to the Educational License Agreement with Citrix Systems, Inc. (Citrix) to allow UMMC to purchase additional licenses currently needed, as well as purchase additional licenses on an as-needed basis. This will allow UMMC to expand license counts on a dynamic basis as student, faculty/staff and business partner counts increase. These are a hybrid model for software, maintenance and technical support provided for on UMMC's existing on-premise Citrix XenDesktop infrastructure. The software and services under this agreement serve as a gateway for UMMC users to access approximately 200 applications used across the institution. This gateway essentially “virtualizes” UMMC's software applications. The term of this amendment will begin on or about June 26, 2019 and be coterminous with the agreement. The term of the agreement became effective December 13, 2018 and continues through December 12, 2021. The estimated total cost of this amendment is \$500,000.00. The total cost of the agreement is \$2,626,850. This contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
11. **UMMC** – Approved the request to enter into a Services Agreement (Agreement) with Cross Country Staffing, Inc. (Cross Country) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Cross Country will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas. The term of the Agreement is two (2) years, beginning July 1, 2019 and ending June 30, 2021. The total maximum cost of the Agreement over two (2) years is \$9,877,840, which is UMMC's total expected need for nurse staffing augmentation. Fees are based upon hourly rates for the nurses and technicians. However, since it is unknown at this time which vendor will be able to supply nurses as needed, UMMC has requested the total projected need for each of the three (3) proposed vendors (Atlas Medstaff, LLC; Cross Country Staffing, Inc.; and Medical Solutions, LLC). This Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
12. **UMMC** – Approved the request to amend its Cargo Facility Lease Agreement (Lease) with the Jackson Municipal Airport Authority (JMAA). The proposed amendment will extend the Lease for three (3) additional years and increase rent for the extended term. The leased

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location is on the campus of the Jackson-Medgar Wiley Evers International Airport and provides office and storage space for components of the Mississippi State Department of Health's (MSDH) State Medical Response System (SMRS), which includes safety and security for UMMC's mobile field hospital and a training location for the State Medical Assistance Team (SMAT) medical and logistical staff. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment of the rent each month, as well as vehicle parking charges for employees, as applicable. The total term of the extended Lease is six (6) years, from July 1, 2016, through June 30, 2022. The original term of the Lease was one (1) year with two (2) automatic renewal terms of one (1) year each. The proposed amendment will extend the lease for an additional three (3) renewal terms of one (1) year each. The total cost of the amended Lease over the six (6) year term is \$1,464,157.50. For the extended term, the base rent will increase from \$7.00 to \$7.25 per square foot, or \$232,942.50 annually. Under the Lease, UMMC is responsible for an electricity surcharge of \$1,200 per month, as well as purchasing identification badges for at least three (3) supervisory employees and employee parking if UMMC's employees utilize JMAA parking facilities. UMMC has included \$350 per year for potential badge fees. UMMC employees currently utilize parking spaces located next to the leased building. While UMMC does not foresee any charges for parking, UMMC has calculated an additional \$350.00 per year for this contingency. A breakdown of costs is included in the bound *June 20., 2019 Board Working File*. UMMC will pay the Lease; however, MSDH will reimburse UMMC the cost of the Lease via federal grant funds received for public health emergency and/or hospital preparedness. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

13. **UMMC** – Approved the request to enter into a Medical Office Building Lease with Madison HMA, LLC (Madison HMA), located on the Merit Madison campus at 160 River Oaks Drive in Canton, Mississippi. The lease will be for 4,676 square feet of space located in the Oaks Building on Merit Madison's campus. The space will be used for clinics and offices for UMMC surgery providers and staff. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the rent each month. The term of the agreement is two (2) years, from July 1, 2019, through June 30, 2021. The total potential cost of the lease is \$209,484.80 over the two (2) year term. UMMC's initial base rent is approximately \$22.40 per square foot, which remains firm throughout the term of the lease. The base rent includes rent of the existing furniture and equipment that UMMC will utilize. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
14. **UMMC** – Approved the request to enter into the Second Amendment to its Agreement with MED-EL Corporation (MED-EL) to add the BONEBRIDGE implant system for purchase under the Agreement. The Agreement allows UMMC to purchase otolaryngology auditory devices and ancillary products to be used in surgical procedures at a discounted rate. These devices and products include cochlear implants, bone conduction systems, batteries, covers, etc., that will be used to treat pediatric and adult

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patients throughout UMMC. For patients with hearing impairments, the implant does the work of the damaged parts of the inner ear in order to provide sound signals to the brain. UMMC also requests approval to add or remove products covered by the Agreement without requiring prior submission for Board approval, so long as there is adequate funding remaining. The Agreement term remains unchanged. The term is five (5) years, from October 1, 2016, through September 30, 2021. The Second Amendment does not change the total estimated cost of the Agreement, which remains \$10,000,000. Purchases will be made on an as-needed basis dependent upon patient need. The Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

15. **UMMC** – Approved the request to enter into a Services Agreement (Agreement) with Medical Solutions, LLC (Medical Solutions) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Medical Solutions will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas. The term of this Agreement is two (2) years, beginning July 1, 2019, and ending June 30, 2021. The total maximum cost of the Agreement over two (2) years is \$9,877,840, which is UMMC’s total expected need for nurse staffing augmentation. Fees are based upon hourly rates for the nurses and technicians. However, since it is unknown at this time which vendor will be able to supply nurses as needed, UMMC has requested the total projected need for each of the three (3) proposed vendors (Atlas Medstaff, LLC; Cross Country Staffing, Inc.; and Medical Solutions, LLC). This Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
16. **UMMC** – Approved the request to enter into a Rehabilitation Services Agreement (Agreement) with MidSouth Rehab Services, Inc. (MidSouth) to provide a full range of therapy services for UMMC Grenada. MidSouth will provide all employees and management oversight of the inpatient, outpatient, and home health functions of UMMC Grenada’s Rehab service line. MidSouth will be responsible for volume growth, oversight of quality, and oversight of billing practices to ensure appropriate coding of Rehab claims and appropriate collections of those claims. The term of the Agreement is three (3) years, from July 1, 2019, through June 30, 2022. The total estimated cost of the Agreement over the three (3) years is \$3,950,061. Fees are variable based upon the services provided by various providers. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
17. **UMMC** – Approved the request to enter into a Master Apheresis Agreement (MAA), a Quality Assurance Agreement (QAA), and an Outcomes Based Agreement (OBA) with Novartis Pharmaceuticals Corporation (Novartis) to provide the Chimeric Antigen Receptor T cell (CAR-T) therapy, Kymriah, to UMMC patients. CAR-T is an immunological therapy that utilizes a patient’s immune system to destroy their cancer cells. CAR-T therapy is utilized in patients who have not responded to standard therapy or who have relapsed. Kymriah is approved for patients up to 25 years of age with relapsed or

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refractory B-cell acute lymphoblastic leukemia (ALL) and in adult patients with relapsed or refractory diffuse large B cell lymphoma (DLBCL). The term of the Agreement is three (3) years, from July 1, 2019, through June 30, 2022. The total estimated cost for the three (3) year contract term is \$12,720,000. The cost of Kymriah for ALL patients is \$475,000 per therapy, and the cost for DLBCL patients is \$373,000 per therapy. UMMC has calculated the total cost based upon a projection of thirty (30) patients over the three (3) year term, fifteen (15) of each type. This Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

18. **UMMC** – Approved the request to enter into the Second Amendment to the Master Services Agreement with OCLC, Inc. (OCLC) to add two (2) additional years to the current agreement for library services platform, including software, implementation, training, and support. The library platform provides a comprehensive system for cataloging materials, acquisition of items, serials, and financial management, such as budget and expense tracking and purchase order creation. The term of the amended agreement is five (5) years, from January 18, 2018, through January 17, 2023. The amendment extends the term from the original pricing schedule of three (3) years to a total of five (5) years. The total cost of the amended agreement is \$337,207.00 over the five (5) year term. The cost of the original agreement was \$215,335; the amendment will add an additional \$121,872 to the agreement cost. This agreement will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
19. **UMMC** – Approved the request to enter into a Services Agreement with Provenance Staffing, LLC (Provenance) to provide care coordination services for all of UMMC’s hospital and related facilities, as well as specifically for the University Hospital. Provenance will work with UMMC’s team to identify and execute improvement strategies for care coordination at UMMC. The term of the agreement is two (2) years, beginning July 1, 2019, and ending June 30, 2021. The total estimated cost of the agreement over two (2) years is \$1,872,000. The monthly fee of \$78,000 is inclusive of professional fees and travel expenses. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
20. **UMMC** – Approved the request to enter into a User License Agreement and Education Services Term (collectively, the Agreement) with QlikTech, Inc. (Qlik) for the purchase of its business intelligence platform and various analytical software licenses, maintenance, and support. The software is an associative in-memory business intelligence platform that is integrated into Epic. The software is used to build data analysis applications based on end user criteria and identified data sources throughout the organization. The Education Services Terms will provide access to Qlik’s Continuous Classroom for its training courses. The Agreement is for a term of three (3) years, from June 20, 2019, through June 19, 2022. The total cost of the Agreement over the three (3) year term is \$1,083,040.54. The Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

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21. **UMMC** – Approved the request to enter into a Services Agreement with Sellers Dorsey & Associates, LLC (Sellers Dorsey) to design an alternative managed care payment program for children with medically complex conditions. This model will reduce costs of serving the population of children with complex care needs, improve care coordination, and result in improved outcomes for the children served. The term of the Agreement is nine (9) months, from July 1, 2019, through March 31, 2020. The total estimated cost of the agreement over the nine (9) month term is \$261,750.00, including labor and travel expenses, as well as actuarial services. This Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
22. **UMMC** – Approved the request to enter into a Master Services Agreement with TractManager, Inc. (TractManager) for the MediTract 2.0 Contract Lifecycle Management System for the approval routing and ongoing management of all UMMC contracts. The Board also approved the request to amend the agreement as needed, such as additional implementation services, training needs, or facilities, during the term of the agreement, so long as adequate funding is remaining. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment for fifty percent (50%) of the total implementation, training, and administrator support fees upon execution of the agreement. The term of the agreement is five (5) years, from June 30, 2019, through June 29, 2024. The total estimated cost of the agreement over the five (5) year term is \$1,096,085, including monthly service fees, implementation services, customized training, system administrator support services, and travel expenses. Beginning in the second year following go-live, the monthly service fees will increase by the lesser of three percent (3%) or the Consumer Price Index for All Urban Consumers (CPI-U). UMMC has also included potential costs for additional implementation services, training needs, and facilities during the term of the agreement. The agreement will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
23. **UMMC** – Approved the request to enter into Amendment II to its agreement with VRC Companies, LLC d/b/a Vital Records Control of Mississippi, LLC (VRC) to amend Exhibit A and extend the term of the agreement. Under the agreement, VRC provides off-site storage and retrieval services for all UMMC areas, with the exception of Health Information Management (HIM). Amending Exhibit A will allow UMMC to adjust the pricing of storage in order to achieve cost savings in reduction of storage utilized. The total term of the amended agreement is seven (7) years, effective July 1, 2015, through June 30, 2022. The original term of the agreement was five (5) years. Amendment II will extend the term an additional two (2) years. The total estimated cost of the amended agreement is \$1,884,553.36 over the seven (7) year term. The original approved cost for the five (5) year agreement was \$1,519,070.98. UMMC anticipates the cost of the additional two (2) year extension will not exceed \$365,482.38. The Agreement will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

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24. **UMMC** – Approved the request to enter into Amendment One (1) to the Master License Agreement with Velos LLC (Velos) to affect a name change to the company, add insurance provisions required of Velos, modify the license from on-premise to a hosted solution, add professional services to integrate the clinical trial portion into Epic, and add the eCompliance and CDM-R modules to the current license. Velos is a clinical research/trials management software system that provides comprehensive functionality for study administration, subject and financial management, data capture, and reporting within one centralized system, with a robust architecture that facilitates interoperability externally. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment for fifty percent (50%) of the total professional fees upon execution of the amendment. The total term of the agreement remains unchanged at five (5) years, from June 1, 2018, through May 31, 2023. Amendment One (1) is effective July 1, 2019 and ends coterminous with the agreement on May 31, 2023. The total cost of the amended agreement is \$1,144,635.79. The original agreement cost was \$523,294.38. The estimated cost of Amendment One (1) is \$621,341.41. The Agreement will be funded by general funds and development funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
25. **UMMC** – Approved the request to enter into a Comprehensive Anesthesia Services Agreement (Agreement) with Willow Anesthesia Services, LLC (Willow) to provide full anesthesia coverage for UMMC Grenada. Willow will be responsible for providing Certified Registered Nurse Anesthetists (CRNA) and physician coverage, as needed, as well as a physician to serve as medical director. The term of the Agreement is five (5) years, from July 1, 2019, through June 30, 2024. The total estimated cost of the Agreement over the five (5) years is \$6,007,799. Fees are variable based upon the services provided by various providers. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
26. **UMMC** – Approved the request to escalate its Auxiliary Enterprises Budget for FY 2019. The escalation is requested to appropriately categorize expenditures for FY 2019, to provide additional spending authority based on projections, and to allow for the internal transfer of fund balances.

<b>University of Mississippi Medical Center FY 2019 Auxiliary Enterprises Budget by Major Object</b>			
<b>Category</b>	<b>Original FY 2019 Operating Budget</b>	<b>Revision/ Escalation</b>	<b>Revised FY 2019 Operating Budget</b>
Salaries, Wages, and Fringe Benefits	\$ 1,257,008	\$ 135,000	\$ 1,392,008
Travel and Subsistence	2,421	2,000	4,421
Contractual Services	467,344	6,900,000	7,367,344
Commodities	2,108,432	-	2,108,432
Capital Outlay: Non-Equipment	-	-	-
Capital Outlay: Equipment	50,000	-	50,000
Mandatory Transfers	166,219	327,190	493,409

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<b>University of Mississippi Medical Center FY 2019 Auxiliary Enterprises Budget by Major Object</b>			
Non-Mandatory Transfers	-	-	-
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 4,051,424</b>	<b>\$ 7,364,190</b>	<b>\$ 11,415,614</b>

27. **USM** – Approved the request to enter into a lease agreement with NewWave Telecom and Technologies, Inc., a Maryland corporation (Company) registered in the State of Mississippi. The Company will lease approximately 1,180 square feet of office space at USM’s Accelerator to pursue the development and commercialization of advance information technology. The initial lease term is for one year and may be renewed for up to four consecutive one (1) year terms. The rent during the initial term and renewal terms shall be \$29,500 per year, for a total of \$147,500 for the four years. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

**REAL ESTATE**

28. **ASU** – Approved the request to initiate **GS 101-320, Campus-Wide ADA Improvements**. The project professional will be determined through the request for qualifications method. This project will provide ADA improvements across the campus to include but not limited to curb cuts, street crossings, sidewalk repairs, wayfinding and signage, and other ADA related improvements. The proposed project budget is \$4,120,000. Funds are available from SB 3065, Laws of 2019 (\$4,120,000).
29. **UM** – Approved the initiation of **IHL 207-454, Data Center Facility Renovation**. The project professional will be determined through the request for qualifications method. The Data Center facility currently houses the University's main computer systems and data (SAP, Blackboard, and all e-mails), as well as some student data for UMMC. The building will be completely renovated and upgraded, and a small addition will be added for offices. The work will take place around the existing equipment. However, more details will be determined after the design professional is selected. The proposed project budget is \$1 million. Funds are available from SB 3065, Laws of 2019 (\$1,000,000).
30. **UM** – Approved the initiation of **IHL 207-455, Jackson Avenue Center Reroof & Exterior Coating**, and the appointment of Shafer Zahner Zahner, PLLC as the design professional. This project will remove the existing 11-year-old, 2-ply roof and replace it with a new 2-ply modified, twenty-year (20) roof system. The scope of work will also include recoating the exterior wall of the building. The existing exterior wall is only 1-wythe of 12” CMU. The system relies on an elastomeric coating to maintain a watertight envelope. The walls were last recoated in 2011; however, this should be done every 3-5 years. This project will recoat the walls for a second time over the last 8 years. The proposed project budget is \$1,980,000. Funds are available from Capital Appropriations (\$1,980,000).
31. **ASU** – Approved the request to increase the budget for **GS 101-297, Technology Classroom Building**, from \$21,000,000 to \$23,200,000, for an increase of \$2,200,000. The Board also approved the request to add SB 3065, Laws of 2019, as a funding source

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to allow for the increase. This is the third budget escalation request made for this project by the university. The new Technology Classroom Building will consist of a 38,565 GSF structure with faculty offices, classrooms, student lounge areas, computer labs, conference rooms, and auditorium. Funds are available from SB 3065, Laws of 2019 (\$2,200,000); HB 1649, Laws of 2018 (\$4,500,000); SB 2906, Laws of 2015 (\$7,100,000); HB 787, Laws of 2014 (\$9,000,000); and SB 2913, Laws of 2013 (\$400,000).

32. **USM** – Approved the request to increase the budget for **GS 108-285, Cook Library Renovation Phase II**, from \$4,880,480 to \$8,132,980, for an increase of \$3,252,500. The Board also approved the request to add SB 3065, Laws of 2019, as a funding source to allow for the budget increase. The scope of the project includes, but is not limited to, the renovation of the 1st and 2nd floors of the Cook Library in order to create a new University Academic Advising Center including new offices, conference rooms, student study spaces, tutoring spaces, and areas for the New Student & Retention Program. Funds are available from SB 2906, Laws of 2015 (\$521,844.92); HB 787, Laws of 2014 (\$1,058,635.22); HB 1649, Laws of 2018 (\$3,300,000); and SB 3065, Laws of 2019 (\$3,252,500).
33. **UM** – Approved the request to increase the budget for **IHL 207-410, Gertrude Ford Blvd. Retaining Walls**, from \$1,250,000 to \$1,600,000, for an increase of \$350,000. This is the first budget modification request made for this project by the university. The west side of Gertrude Ford Blvd., south of the University Avenue bridge, is experiencing significant erosion. The project will construct a retaining wall made of concrete blocks. Funds are available from MDOT (\$650,000); Internal R&R (\$350,000); and Capital Appropriations (\$600,000).
34. **MSU** – Approved the request to delete from inventory Building #1147 located on the South Farm of the MSU main campus in Starkville, MS. The building was demolished by a tornado on April 13, 2019. The approval letter has been received from the Mississippi Department of Archives and History stating Building #1147 was not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities.
35. **MSU** – Approved the exterior design for the Indoor Tennis Facility project. The MSU Bulldog Club will construct a new indoor tennis facility that will meet NCAA regulations. A copy of the renderings is included in the bound *June 20, 2019 Board Working File*.
36. **MSU** – Approved the request to purchase real property from the Mississippi State University Foundation at a sales price of \$380,000. The purchase price is the average of two independent appraisals. The first appraisal was in the amount of \$360,000. The second appraisal was in the amount of \$400,000. The property is a single-family residence that is located on approximately 0.643 acres. The property is more legally defined as Part of Section 1, Township 18 North, Range 14 East, Oktibbeha County, Mississippi. The property can be identified in the Oktibbeha County Tax Office as Parcel #101H-01-014.00 or as PPIN #7633. The closing date on the property will be on or before June 30, 2019. MSU agrees to pay reasonable and customary closing costs. A Phase 1 report was conducted, and no evidence of recognized environmental conditions were found on the 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.

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37. **MVSU** – Approved the request to rename the generically named “New Men’s” residence hall to “McTeer Hall”. This is a three-story residence hall built in 2006 located on the front of campus. This building is being named for Mr. & Mrs. McTeer, through their philanthropic work as MVSU’s largest donors, donating over \$500,00 for student scholarships. Mr. Victor McTeer became a successful trial lawyer and owner of one of the largest black-owned law firms in Mississippi using his law practice to protect voting rights, challenge discriminatory employment practices and battle big tobacco companies that targeted poor and African American people with their marketing tactics. Mrs. Mercidees McTeer spent her working life as an accomplished public-school teacher, school board President, and co-owner of the Pyramid Learning Center, a Montessori based pre-school in Greenville, MS. In the early 1980s, the McTeers began investing in students from the Mississippi Delta who sought to improve their future with the invaluable blessing of a hard-earned college degree.

**LEGAL**

38. **MSU** – Approved the request to modify a contract with the firm of Stites & Harbison, PLLC as outside counsel to provide services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in connection with the University. This modification #4 will extend the term of the contract for one (1) additional year or through June 30, 2020. The rates remain the same, ranging from \$95 to \$360 per hour, with the total amount payable not exceeding \$100,000. Rachel Rutledge is being removed from the list of attorneys. All other provisions of the Agreement for Legal Services dated July 1, 2015, shall remain in effect. Stites & Harbison carries professional liability insurance coverage in the amount of \$30,000,000 per claim with an annual aggregate in the amount of \$60,000,000. The Attorney General has approved this request.
39. **UM** – Approved the request to renew its contract for professional services with the law firm of Armstrong Teasdale LLP as outside counsel for the provision of legal services in the area of engineering and physical sciences patent applications and related intellectual property issues. Attorneys Erin Florek and Adam Wuller will be the primary attorneys performing work for the University. The contract originated June 2011. The term of the proposed contract extension is from July 1, 2019 through June 30, 2020. Hourly rates range from \$200 to \$450 for principals, \$175 for associates, \$175 for patent agents, and \$150 for paralegals. These rates are the same as those approved last year. Total expenditures will not exceed \$100,000. Armstrong Teasdale carries professional liability insurance coverage in the amount of \$40,000,000 per claim with an annual aggregate of \$80,000,000. The Attorney General has approved this request.
40. **UM** – Approved the request to amend its existing legal services agreement with the law firm of Butler Snow LLP, who provides legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. Under the parties’ existing legal services agreement, the total expenditures for FY 2019 may not exceed \$100,000. The amendment will increase the allowable expenditures for FY 2019 by an additional \$75,000, for a total of \$175,000 in allowable expenditures for FY 2019. This increase is necessary because the resolution of a matter involving outstanding sums owed UM under an existing license agreement for certain technology

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required more attorney work product and legal advice from Butler Snow than initially anticipated. All other remaining provisions of the parties' current legal services agreement remain the same. Specifically, the term of the agreement remains July 1, 2018 through June 30, 2019. The blended hourly rate for Butler Snow remains the same, \$295 per hour for all attorneys and \$95 per hour for all legal assistants. The Attorney General has approved this request.

41. **UM** – Approved the request to renew its contract for professional services with the law firm of Butler Snow LLP as outside counsel for the provision of legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. The contract originated in November 2007. The term of the proposed contract extension is July 1, 2019 through June 30, 2020. The blended hourly rate under the contract will be \$295 per hour for all attorneys, including patent work, and \$95 per hour for all legal assistants. These rates are the same as those approved last year and are competitive with or less than those charged by similarly qualified attorneys. Total expenditures will not exceed \$100,000. Butler Snow carries professional liability insurance coverage in the amount of \$50,000,000 per claim with an annual aggregate of \$100,000,000. The Attorney General has approved this request.
42. **UM** – Approved the request to renew its contract for professional services with the law firm of Evans Petree, PC as outside counsel to advise and represent the University with respect to construction matters, including but not limited to, construction and design professional contracts, public procurement, potential bid protests, and other matters related to design, construction, and project management and related disputes. Joseph T. Getz will be the primary attorney performing work for the University. The contract originated in March 2013. The term of the proposed contract is from July 1, 2019 to June 30, 2020. The proposed hourly rates are the same as those approved last year, with partners ranging from \$265 to \$295 per hour, associates from \$175 to \$225 per hour, and paralegal services from \$95 to \$110 per hour. The maximum amount payable under the contract will be \$40,000. The Attorney General has approved this request.
43. **UM** – Approved the request to renew its contract for professional services with the New York law firm of Hershkovitz & Associates, LLC (“Hershkovitz”) as outside counsel so that Eugene Rzucidlo, an attorney practicing with Hershkovitz, may continue to assist the University with pharmaceutical and natural products patent applications and related intellectual property and commercialization issues. Mr. Rzucidlo is one of a few patent lawyers in the world who is also a natural products chemist, and the University has worked with Mr. Rzucidlo on the most challenging natural products patents for many years. Mr. Rzucidlo's hourly rate is \$595 per hour, which is the same as approved for last year and is comparable to similarly qualified and experienced patent counsel. The term of the proposed contract is from July 1, 2019 to June 30, 2020. Total expenditures will not exceed \$150,000. The cap is reduced by \$100,000 from last year. Hershkovitz & Associates, PLLC carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000. The Attorney General has approved this request.

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44. **UM** – Approved the request to enter into an agreement for professional services with the law firm of Holland & Knight LLP as outside counsel for the provision of legal services in the area of Title IX risk management and regulatory compliance, including athletic equity in intercollegiate athletics. Partner Janet P. Judge will be the primary attorney performing work for the University. The term of the proposed contract is from June 1, 2019 through May 31, 2020. Ms. Judge is a Title IX subject matter expert with more than thirty years of experience in higher education and intercollegiate sports. Ms. Judge is offering her legal services at a discounted rate of \$525.00 per hour, which is comparable to similarly qualified Title IX counsel with her wealth of experience. Total expenditures will not exceed \$40,000. Holland & Knight carries professional liability insurance coverage in the amount of \$10,000,000 per claim with an annual aggregate of \$20,000,000. The Attorney General has approved this request.
45. **UM** – Approved the request to renew its contract for legal services with the law firm of Mayo Mallette, PLLC as outside counsel so that it may continue to assist the University with a litigated matter, *In Re Estate of Blackburn*. The firm will also assist the University with real estate matters, compliance, the management of e-discovery, internal investigations, and other legal matters as assigned. The hourly rate for the firm's legal services on the *Blackburn* matter will remain the same at \$165 per hour for partners, \$135 per hour for associates, and \$65 per hour for legal assistants. The hourly rate for the firm's legal services on all other matters will be \$250.00 per hour for partners, \$200 for per hour for associates, and \$100 per hour for legal assistants. These rates are competitive with or less than those charged by similarly qualified attorneys. The proposed contract extension term is from July 1, 2019 to June 30, 2020. Total expenditures will not exceed \$60,000. Mayo Mallette carries professional liability insurance coverage in the amount of \$2,000,000 per claim with an annual aggregate of \$2,000,000. The Attorney General has approved this request.
46. **UM** – Approved the request to enter into an agreement for professional services with the law firm of Phelps Dunbar LLP as outside counsel for the provision of legal services in the areas of labor and employment. Partner W. Thomas Siler, Jr. will be the primary attorney performing work for the University. The term of the proposed contract is from June 1, 2019 through May 31, 2020. The hourly rate is \$360. Total expenditures will not exceed \$35,000. Phelps Dunbar carries professional liability insurance coverage in the amount of \$30,000,000 per claim with an annual aggregate of \$60,000,000. The Attorney General has approved this request.
47. **UM** – Approved the request to renew its contract with the law firm of Stites & Harbison, PLLC as outside counsel for the provision of legal services in the area of pharmaceutical patent applications and intellectual property issues. Richard Myers will be the primary attorney performing work for the University. Mr. Myers' hourly rate is \$360, with other associates, professionals, and paralegals who may work on University matters billing between \$95 and \$320 per hour. The term of the proposed contract is from July 1, 2019 to June 30, 2020, and total expenditures will not exceed \$100,000. Stites & Harbison carries professional liability insurance coverage in the amount of \$30,000,000 per claim with an annual aggregate of \$60,000,000. The Attorney General has approved this request.

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48. **UM** – Approved the request to renew its contract for professional services with the law firm of Ware | Immigration as outside counsel to provide services as needed regarding immigration matters, including, but not limited to, the preparation of labor certification applications on behalf of the university for its employees who seek permanent residence status. This contractual agreement is necessary due to amendments by the U.S. Department of Labor to the permanent labor certification regulations, specifically: employers are required to pay the cost of preparing, filing and obtaining certification, and are prohibited from transferring those costs to the beneficiary. This includes a prohibition on the alien paying the employer’s attorney fees. The terms of this contractual agreement will be from July 1, 2019 to June 30, 2020, and total expenditures will not exceed \$100,000 during the contract term. This firm carries professional liability insurance coverage in the amount of \$3,000,000 per claim with an annual aggregate of \$3,000,000. The fees for these services are listed in the “Schedule of Legal Fees for Academia,” provided below. All services not included in the below fee schedule will be provided at the following hourly rates: David Ware \$350; Partners \$250; Associates \$175; and Paralegals \$100. The Attorney General has approved this request.

**Schedule of Legal Fees for Academia**

Nonimmigrant Petitions and Processes

H-1B petition	\$1500.00
H-1B extension or amendment petitions (we handled original petition)	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition (we handled original)	\$1000.00
E-3 petition or consular processing	\$1500.00
E-3 extension petition (we handled original)	\$1000.00
O-1 petition	\$4000.00
O-1 extension or amendment petition (we handled original)	\$1500.00
Change of status or extension of status for dependents (I-539)	no additional charge
J-1 waiver (IGA or hardship)	\$6,000.00
J-1 waiver (Conrad)	\$6,000.00

Permanent Residence Process with Labor Certification: Faculty

Special Handling labor certification	\$2000.00
(If position must be readvertised)	\$2500.00
Additional fee if audited	\$500-1500.00
Immigrant petition	\$2500.00

Permanent Residence Process with Labor Certification: Non-Faculty

Labor certification	\$4000.00
Additional fee if audited	\$500-1500.00
Additional fee if subject to supervised recruitment	\$2500.00
Immigrant petition	\$2500.00

Permanent Residence Process: Outstanding Professors and Researchers

Immigrant petition	\$6000.00
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Permanent Residence Process: National Interest Waiver

Immigrant petition	\$6000.00
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Adjustment of Status (any Employment-Based Permanent Residence Matter)

Adjustment of status and related applications (I-765, I-131, etc.), principal	\$2000.00
Standalone AOS and related applications, principal	\$2500.00
Adjustment of status and related applications, spouse, if together with principal application and I 140	\$1000.00
Adjustment of status of each child, concurrent with I 140	\$750.00
“Standalone” adjustment of status, spouse (not concurrent with I 140)	\$1500.00
“Standalone” adjustment of status, child	\$1000.00

Employment Authorization and Advance Parole Renewal

Employment Authorization Renewal per individual	\$500.00
Advance Parole Renewal per individual	\$500.00

49. **UMMC** – Approved the request to enter into a contract with Baker, Donelson, Bearman, Caldwell and Berkowitz, PC as outside counsel for the provision of legal services and advice on environmental related issues. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate is \$260 per hour with a maximum amount payable under this contract of \$225,000. Baker Donelson carries professional liability insurance coverage in the amount of \$60,000,000 per claim with an annual aggregate of \$120,000,000. The Attorney General has approved this request.
50. **UMMC** – Approved the request to enter into a contract with Bradley Arant Boult Cummings, LLP as outside counsel for the provision of legal services and advice on healthcare regulatory and compliance matters, healthcare administrative hearings, and general healthcare related matters. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate is \$295 per hour with a maximum amount payable under this contract of \$100,000. Bradley Arant carries professional liability insurance coverage in the amount of \$50,000,000 per claim with an annual aggregate of \$100,000,000. The Attorney General has approved this request.
51. **UMMC** – Approved the request to enter into a contract with Butler Snow LLP as outside counsel for the provision of legal services and advice on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues, and commercial and general matters. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate will be \$295 per hour with a maximum amount payable under this contract term of \$1,600,000. Butler Snow carries professional liability insurance coverage in the amount of \$20,000,000 per claim with an annual aggregate of \$40,000,000. The Attorney General has approved this request.
52. **UMMC** – Approved the request to enter into a contract with Gore, Kilpatrick and Dambrino as outside counsel for the provision of guidance to UMMC personnel during hearings, depositions and meetings in the Grenada, Mississippi area. The term of the contract will be from July 1, 2019 through June 30, 2020. The rate is \$135 per hour with a maximum amount payable under this contract of \$30,000. Gore Kilpatrick carries professional liability insurance coverage in the amount of \$3,000,000 per claim with an annual aggregate of \$3,000,000. The Attorney General has approved this request.

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53. **UMMC** – Approved the request to enter into a contract with Hogan Lovells US LLP as outside counsel to advise on matters related to healthcare transactions, tax, antitrust, and regulatory matters related to academic medical center strategy and business issues. The term of the contract will be July 1, 2019 through June 30, 2022. Cliff Stromberg, Jeff Schneider and Michael Snow are the primary attorneys to provide services under this contract with rates that range from \$590 to \$920 per hour for the period July 1, 2019 – June 30, 2020, \$610 to \$950 per hour for the period July 1, 2020 through June 30, 2021, and \$625 to \$975 for the period July 1, 2021 through June 30, 2022. The maximum amount payable under this contract term of is \$750,000. The firm carries professional liability insurance coverage in the amount of £20,000,000 per claim with an annual aggregate of £60,000,000. The Attorney General has approved this request.
54. **UMMC** – Approved the request to enter into a contract with Jones Walker LLP as outside counsel to advise UMMC and the Medical Center Education Building Corporation (EBC) on legal issues concerning bond financing and compliance with IRS regulations regarding tax-exempt bonds, and other related matters. The term of the contract will be July 1, 2019 through June 30, 2020. The rate will be \$225 per hour with a maximum amount payable under this contract term of \$75,000. Jones Walker carries professional liability insurance coverage in the amount to \$50,000,000 per claim with an annual aggregate of \$100,000,000. The Attorney General has approved this request.
55. **UMMC** – Approved the request to enter into a contract with Stites and Harbison, PLLC as outside counsel to perform services necessary for obtaining patents for designs, processes, products and other patentable materials, as well as assist and advise on copyright and tech transfer matters, including license agreements and assignments. The term of the contract will be July 1, 2019 through June 30, 2020. The hourly rates will range from \$200 for associates to \$250 to \$360 for principle attorneys with a maximum amount payable under the contract of \$300,000. Stites and Harbison carries professional liability insurance coverage in the amount of \$30,000,000 per claim with an annual aggregate of \$60,000,000. The Attorney General has approved this request.
56. **UMMC** – Approved the request to enter into a contract with Walker & Ungo, LLC as outside counsel to provide services as needed in preparing J-1 waiver applications and employment-based petitions on behalf of UMMC for its incoming and current employees, as well as providing other related services. The term of the contract will be July 1, 2019 through June 30, 2020. The rates are set out in the Schedule of Fees below. The maximum amount payable under the contract is \$300,000. Walker & Ungo carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000. The Attorney General has approved this request.

**Labor Certification Fees**

PERM

J-1 Waiver	\$3000
J-1 Waiver Transfer	\$1500
O-1 petition	\$3000
Initial Fee (PERM)	\$2500
Initial Fee (PERM Special Handling)	\$2000
I-140:	\$2000
I-485:	\$2000

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- Family members: \$500 per family member
57. **UMMC** – Approved the request to enter into a contract with Waller, Lansden, Dortch and Davis as outside counsel to advise on healthcare regulatory and compliance matters, healthcare administrative hearings, and general healthcare related matters. The term of the contract will be June 1, 2019 through June 30, 2020. The rate will be \$295 per hour with a maximum amount payable under this contract term of \$50,000. Waller Lansden carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000. The Attorney General has approved this request.
58. **UMMC** – Approved the request to enter into a contract with Ware | Immigration as outside counsel to provide services as needed in preparing J-1 waiver applications and employment-based petitions on behalf of the university for its incoming and current staff, as well as providing other related services. The term of the contract will July 1, 2019 through June 30, 2020. The rates are set out in the schedule of fees below. The maximum amount payable under the contract is \$100,000. Ware | Immigration carries professional liability insurance coverage in the amount of \$3,000,000 per claim with an annual aggregate of \$3,000,000. The Attorney General has approved this request.

**Schedule of Legal Fees for Academia**

Nonimmigrant Petitions and Processes

O-1 petition	\$4,000.00
O-1 extension or amendment petition (we handled original)	\$1,500.00
J-1 waiver (IGA or Conrad)	\$6,000.00

Permanent Residence Process with Labor Certification: Faculty

Special Handling labor certification	\$2,000.00
(If position must be re-advertised)	\$2,500.00
Additional fee if audited	\$500-1,500.00
Immigrant petition	\$2,500.00

Permanent Residence Process with Labor Certification: Non-Faculty

Labor certification	\$4,000.00
Additional fee if audited	\$500-1,500.00
Additional fee if subject to supervised recruitment	\$2,500.00
Immigrant petition	\$2,500.00

Permanent Residence Process: Outstanding Professors and Researchers

Immigrant petition	\$6,000.00
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Permanent Residence Process: National Interest Waiver

Immigrant petition	\$6,000.00
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Adjustment of Status (any Employment-Based Permanent Residence Matter)

Adjustment of status and related applications (I-765, I-131, etc.), principal	\$2,000.00
Standalone AOS and related applications, principal	\$2,500.00
Adjustment of status and related applications, spouse, if together with principal application and I 140	\$1,000.00
Adjustment of status of each child, concurrent with I 140	\$750.00
“Standalone” adjustment of status, spouse (not concurrent with I 140)	\$1,500.00
“Standalone” adjustment of status, child	\$1,000.00

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General Legal Advice and Unusual Matters Which Fall Outside This Fee Schedule

Such matters will be billed at our hourly rates:

David Ware	\$350.00
WI Partners	\$250.00
Associate Attorneys	\$175.00
Paralegals	\$100.00

59. **UMMC** – Approved the request to enter into a contract with Watkins and Eager, PLLC, to review relevant documents and other activities deemed necessary for preparation of title opinions and related documents for real estate matters regarding donated pieces of property, purchase and sale of properties and agreements for joint ventures with other entities, negotiation and closing of financial transactions. Additionally, Watkins and Eager will assist and advise on employment issues including but not limited to employment related litigation at the request of UMMC. Further, Watkins and Eager will provide strategic and operational services and support for institutional leadership, as well as build and sustain highly effective working relationships with internal and external constituents. The term of the contract is July 1, 2019 through June 30, 2020. The hourly rate is \$240 with a maximum amount payable under this contract of \$1,500,000. Watkins and Eager carries professional liability insurance coverage in the amount of \$20,000,000 per claim with an annual aggregate of \$20,000,000. The Attorney General has approved this request.
60. **UMMC** – Approved the request to enter into a contract with the Whitfield Law Group, PLLC, to provide legal services related to personnel matters. The term of the contract is July 1, 2019 through June 30, 2020. The hourly rate is \$165 with a maximum amount payable under this contract term of \$600,000. Whitfield Law Group carries professional liability insurance coverage in the amount of \$500,000 per claim with an annual aggregate of \$500,000. The Attorney General has approved this request.
61. **UMMC** – Approved the request to enter into a contract with Workman Nydegger as outside counsel to perform services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in connection with UMMC, as well as assisting in commercialization activities including license agreements, assignments, tech transfer matters, opinion letters, and spin-off company formation and advising on copyright and trademark issues. The term of the contract will be July 1, 2019 through June 30, 2020. The fees vary as set out in the following Fee Schedule. The maximum amount payable under the contract is \$150,000. The Attorney General has approved this request.

**Schedule of Selected Discounted Fees for UMMC**

<u>Services</u>	<u>Fees</u>
Provisional Mechanical Patent Application (Specification Only)	\$3000-\$4000
Provisional Mechanical Patent Applications (Claims Based)	\$5000-\$7000
Provisional Software Patent Application (Specification Only)	\$3000-\$4000
Provisional Software Patent Applications (Claims Based)	\$5000-\$7000
Provisional Chemical Patent Applications (Specification Only)	\$3500-\$4500
Provisional Chemical Patent Applications (Claims Based)	\$5500-\$7500
Conversion of Provisional Application to Utility	\$2000-\$8000
Utility Patent Application (Mechanical)	\$7500
Utility Patent Application (Software)	\$8000
Utility Patent Application (Chemical, Biotech)	\$8500
Response to Office Action (No Interview)	\$2500

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Response to Office Action (Interview)	\$3000
Response to Restriction Requirement (without traverse, no argument)	\$500
Response to Restriction Requirement (with traverse, argument)	\$1000-\$1500
PCT Filing Based on U.S. Utility	\$1200
U.S. Utility Based on PCT	\$850
National Entry from PCT (per country)	\$650
Annuity/Maintenance Fees	\$300
Official Filing Receipt (Confirm filing data, initial docketing entry)	\$65
Request for Corrected Filing Receipt	\$300
Response to Notice to File Missing Parts	\$600
Record Assignment (E-filing, confirm acceptance of assignment, advise client and update docket)	\$100
Request to Correct Assignment Recordation	\$275
Foreign Filing Reminder, Update Docket	\$65
Patent Publication (Confirm filing and inventor information, priority dates, comprehensive docket update for relate cases, etc.)	\$65
Notice of Allowance (US/Foreign – Includes preparation of clean copy of allowed claims, drawing changes as required and response to reasons for allowance as applicable, issue fee transmittal, checking entry of amendments to specification and claims in foreign cases)	\$900
Original Patent (US/Foreign – Reporting, docket entry of dates for maintenance fees, reissue, etc.)	\$300
Proofreading Issued Patent (Filing certificate of correction as applicable, reporting to client)	\$850
Review of PTO Calculation of PTA	\$300
Request for Recalculation of PTA	\$300
Standard Notifications (Record copy, search copy, national stage entry, etc.)	\$30
Request for Examination (Reminder, responding to request for instruction from foreign counsel, following up on client instructions)	\$150
Review Examination Report (Identify art for IDS in any corresponding case, report to client)	\$650

General legal advice and matters which fall outside this fee schedule will be billed at our hourly rates:

Partners:	John Gynn	\$400.00
	Chuck Meeker	\$260.00
Associates:	Paul Norton	\$245.00
	Angela Silvers	\$245.00
	Logan Christianson	\$255.00
	Lynne Wang	\$235.00
	Joe Evans	\$240.00
	Rachel Perry	\$235.00

62. **USM** – Approved the request to enter into a contract with Bryan, Nelson, Schroeder, Castigliola & Banahan, P.A., as outside counsel to perform services as necessary and render legal advice and recommendations in the practice areas of admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services would also include advice and assistance with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The request includes the use of any and all attorneys

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employed by the firm, at the discretion of the firm, whose expertise and experience are required to assist in the representation of the University pursuant to the agreement. The hourly rate to be charged by attorneys will be \$195 for attorneys and \$90 for paralegal services. The term of the contract will be for a two-year period beginning July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed \$50,000.00 during the period between July 1, 2019 and June 30, 2020, and \$50,000.00 during the period between July 1, 2020 and June 30, 2021, for a total amount of \$100,000 for the contract term. This firm carries professional liability insurance coverage in the amount of \$3,000,000 with an annual aggregate of \$3,000,000. The Attorney General has approved this request.

63. **USM** – Approved the request to enter into a contract with Butler Snow LLP, as outside counsel to perform services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters; commercial and regulatory matters; litigation, including but not limited to disputes relating to issues with the Federal Emergency Management Agency (FEMA); human resource matters, faculty, student, personnel and employment issues, general administrative matters, general legal advice, and investigations at the request of the University in matters involving various legal issues. The hourly rate will be \$295 for all attorneys and \$95 for legal assistants with a maximum amount payable under the contract of \$50,000. The term of the contract will be July 1, 2019 through June 30, 2020. This firm carries professional liability insurance coverage in the amount of \$50,000,000 with an annual aggregate of \$100,000,000. The Attorney General has approved this request.
64. **USM** – Approved the request to renew a contract with Mayo Mallette PLLC, as outside counsel to perform services as necessary and render legal advice in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, affiliation agreements, naming agreements and policies, Title IX, NCAA compliance, disability law, and athletics, as well as general legal advice and litigation related to any of the activities described herein. The request includes the use of any and all employed by the firm whose experience and expertise are required to assist in the representation of the University pursuant to the agreement. The hourly rate is \$195 for attorneys and \$90 for paralegal services. The term of the contract will be for a two-year period beginning July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed \$40,000 during the period between July 1, 2019 and June 30, 2020, and \$40,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of \$80,000 for the contract term. This firm carries professional liability insurance coverage in the amount of \$2,000,000 with an annual aggregate of \$2,000,000. The Attorney General has approved this request.
65. **USM** – Approved the request to renew the contract for the firm of Ware | Immigration as outside counsel to provide services as needed in preparing labor certification applications and permanent residence process on behalf of the University for its professors, researchers, and employees who seek permanent residence status and to further provide other related services relating to immigration and naturalization at the University's request. The agreement authorizes the law firm to assign any and all attorneys employed by the law firm who, at the discretion of the law firm, can provide the experience and expertise necessary

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to effectively represent the University in all matters set forth in the description of services to be provided. In addition to the fees reflected on the Schedule of Legal Fees, the University may seek general legal advice on immigration matters. For non-scheduled legal fees, attorneys' advice will be billed on an hourly basis. David Ware's hourly rate is \$300, and all other attorneys will be billed at the hourly rate of \$200. The contract term will be for a two (2) year period beginning on July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed \$50,000 during the period between July 1, 2019 and June 30, 2020, and \$50,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of \$100,000 for the contract term. This firm carries professional liability insurance coverage in the amount of \$3,000,000 with an annual aggregate of \$3,000,000. This request has been approved by the Attorney General.

**Schedule of Legal Fees for Academia**

Nonimmigrant Petitions and Processes

H-16 petition	\$1500.00
H1B extension or amendment petitions	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition	\$1000.00
E-3 petition or consular processing	\$1500.00
E-3 extension petition	\$1000.00
O-1 petition	\$4000.00
O-1 extension or amendment petition	\$1500.00

Change of status or extension of status for dependents (I-539) no additional charge	
J-1 waiver (IGA or hardship)	\$6000.00
J-1 waiver (Conrad)	\$6000.00

Permanent Residence Process with Labor Certification: Faculty

\$2000.00	“Special Handling: labor certification (must be paid by University*) \$2500.00 if position must be readvertised
\$1000.00	Additional fee if audited
\$2500.00	Immigrant petition
\$1500.00	Adjustment of status and related applications (i-765, 1-131, etc.) by employee
\$750.00	Adjustment of status and related applications each spouse or child.

*\*U.S. Department of Labor requires employers to pay all costs associated with labor certification, including legal fees and advertising costs; employees may pay other fees.*

Permanent Residence Process with Labor Certifications: Non-Faculty

\$3000.00	Labor Certification (must be paid by University)
\$1500.00	Additional fee if audited
\$2500.00	Additional fee if subject to supervised recruitment
\$2500.00	Immigrant petition
\$1500.00	Adjustment of status and relation applications (i-765, 1-131, etc.) by employee
\$750.00	Adjustment of status related to applications each spouse or child

Permanent Residence Process: Outstanding Professors and Researchers

\$7000.00	Immigration petition
\$1500.00	Adjustment of status and related applications by employees
\$750.00	Adjustment of status and related applications each spouse or child

Since labor certification is not required, employees may pay all fees

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Permanent Residence Process: National Interest Waiver

\$7000.00 Immigrant petition  
\$1500.00 Adjustment of status and related applications by employee  
\$750.00 Adjustment of status and related applications each spouse or child

*Since labor certification is not required, employees may pay all fees.*

*In all cases, fees may be paid in monthly installments to be arranged with attorney.*

66. **USM** – Approved the request to enter into a contract with Richard & Thomas as outside counsel to perform real estate services for multiple real estate closings. The closings will be for purchases of property near the Hattiesburg campus. It is expected that each closing will cost the University approximately \$1,000. The attorney's average hourly rate, depending on services rendered, is \$150. The contract term will be for a two (2) year period beginning on July 1, 2019 and expiring June 30, 2021. The maximum amount payable shall not exceed \$2,500 during the period between July 1, 2019 and June 30, 2020, and \$2,500 during the period between July 1, 2020 and June 30, 2021, for a total amount of \$5,000 for the contract term. This firm carries professional liability insurance coverage in the amount of \$1,000,000 with an annual aggregate of \$1,000,000. The Attorney General has approved this request.
67. **USM** – Approved the request to enter into a contract with Wise Carter Child & Caraway, P.A. as outside counsel to perform services as necessary in the practice areas of real estate, commercial matters, contracts, general administrative matters, real estate closings, title opinions, general legal advice, and litigation related to any of the activities described herein. The hourly rate to be charged will be \$195 for all attorneys and \$90 for paralegal services. The contract term will be two (2) years beginning on July 1, 2019 through June 30, 2021. The maximum amount payable shall not exceed \$10,000 during the period between July 1, 2019 and June 30, 2020, and \$10,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of \$20,000 for the contract term. This firm carries professional liability insurance coverage in the amount of \$10,000,000 with an annual aggregate of \$10,000,000. The Attorney General has approved this request.
68. **JSU** – Approved a consulting agreement between the university and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the State of Mississippi, with such services designed to achieve the state agency and governmental relations goals of Jackson State University. The requested contract amount is \$80,000.00 and will be paid from self-generated funds of the Jackson State University Foundation allocated for JSU Program Support. The Attorney General has approved this request. In accordance with Board Policy 201.0506 Political Activity, Worth Thomas' client list and proposed agreement are included in the bound *June 20, 2019 Board Working File*.
69. **MSU** – Approved the agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university's pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. Cornerstone will apprise the Commissioner of IHL of its lobbying activities related to MSU and coordinate those activities within system strategies and processes prescribed by the IHL Board. The requested contract amount is \$50,000 and will be paid with private funds. The Attorney General has approved this request. In accordance with Board Policy

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- 201.0506 Political Activity, Cornerstone’s client list and proposed agreement are included in the bound *June 20, 2019 Board Working File*.
70. **MUW** – Approved a one-year contract with Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The contractual flat fee is \$30,000. The fee will be paid with private funds by the MUW Foundation (self-generated funds). The Attorney General has approved this request. In accordance with Board Policy 201.0506 Political Activity, CRM’s client list and proposed agreement are included in the bound *June 20, 2019 Board Working File*.
  71. **USM** – Approved the request to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi in the amount of \$48,000 annually and reasonable reimbursement of travel expenses funded by self-generated funds. The Attorney General has approved this request. In accordance with Board Policy 201.0506 Political Activity, Capitol Resource’s client list and proposed agreement are included in the bound *June 20, 2019 Board Working File*.
  72. **MSU** – Approved the request for Federal Solutions, LLC, to continue to lobby on behalf of the university outside the State of Mississippi in accordance with Board Policy 201.0506 Political Activity.
  73. **UM** – Approved the request for BGR Governmental Affairs, LLC, a Washington, D.C. based firm, to continue to assist in managing its federal governmental affairs and to represent its interests before federal executive branch agencies and congressional offices and committees in accordance with Board Policy 201.0506 Political Activity.
  74. **USM** – Approved the request to continue the agreement with Cassidy & Associates, Inc., in Washington, DC, to provide federal relations services to obtain federal funding to support the infrastructure and research programs and to provide consultation, advice and assistance with the annual federal appropriations requests in accordance with Board Policy 201.0506 Political Activity.
  75. **DSU** – Approved Dr. Rick Munroe as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
  76. **JSU** – Approved Jacqueline Anderson-Woods as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
  77. **MSU** – Approved Lee Weiskopf as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
  78. **MUW** – Approved Karen Clay as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
  79. **MVSU** – Approved Dr. Jerryl Briggs as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
  80. **MVSU** – Approved La Shon F. Brooks as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
  81. **UM** – Approved Perry Sansing as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
  82. **UMMC** – Approved Tara Mounger as one of the institution’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
  83. **UMMC** – Approved David Estorge as one of the institution’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

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84. **USM** – Approved Chad Driskell as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.
85. **SYSTEM** – Approved Dr. Alfred Rankins, Jr. as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
86. **SYSTEM** – Approved Kim Gallaspy as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
87. **UMMC** – Approved the request to amend the Affiliation Agreement between UMMC and Friends of Children’s Hospital, Inc. in accordance with Board Policy 301.0806 University Foundation/Affiliated Entity Activities in order to extend the expiration date of the Agreement from August 1, 2019 through January 31, 2020. This extension will allow the IHL Board time to possibly amend Policy 301.0806, which would affect the required provisions in affiliation agreements. A copy of the proposed amendment is included in the bound *June 20, 2019 Board Working File*.

**PERSONNEL REPORT**

88. **EMPLOYMENT**

**Delta State University**

- Elizabeth Belenchia; *rehired retiree*; Part-Time Instructor, Division of Teacher Education, Leadership, and Research; salary \$26,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Gloria Brister; *rehired retiree*; Assistant Professor, Emeritus; salary \$40,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Diana Ezell; *rehired retiree*; Adjunct Instructor in Teacher Education; salary \$30,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Gerald Finley; *rehired retiree*; Interim Director of Facilities Management; salary \$50,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Beverly Johnston; *rehired retiree*; Director, Delta School Leadership Pipeline Project and Adjunct Instructor; salary \$80,000 per annum, pro rata; Grant Funds; 12-month contract; effective July 1, 2019
- Maud Kuykendall; *rehired retiree*; Adjunct Instructor in Teacher Education; salary \$30,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Kathleen Lott; *rehired retiree*; Part-time Instructor in Teacher Education, Leadership, and Research and Advisor and Coordinator of Educational Administration and Supervision; salary \$29,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2019
- Dorothy Sykes; *rehired retiree*; Director, Kellogg Grant and Part-time Instructor in Teacher Education, Leadership, and Research; salary \$35,000 per annum, pro rata; Grant Funds; 12-month contract; effective July 1, 2019
- Kent Wyatt; *rehired retiree*; President Emeritus; salary \$59,000 per annum; Fund 10 Funds; 12-month contract; effective July 1, 2019

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**University of Mississippi Medical Center**

Julie Sanford; Professor and Dean of Nursing, School of Nursing; salary of \$300,000 per annum, pro rata; E&G Funds, 4-year contract; effective July 29, 2019

89. **CHANGE OF STATUS**

**Mississippi State University**

- Gregory A. Bohach; *from* Vice President; Division of Agriculture, Forestry, and Veterinary Medicine; salary \$278,156.00 per annum, pro rata; E&G Funds; 12-month contract; *to* Professor *with tenure*; Department of Biochemistry, Molecular Biology, Entomology and Plant Pathology; salary \$208,156.00 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019
- David R. Shaw; *from* Vice President; Research and Economic Development; salary \$316,261 per annum, pro rata; E&G Funds; 12-month contract; *to* Provost and Executive Vice President and Professor *with tenure*; Academic Affairs; salary \$400,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

**Mississippi University for Women**

Scott Tollison; *from* Interim Provost and Vice President for Academic Affairs and Professor of Management Information Systems; salary \$155,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Provost and Vice President for Academic Affairs and Professor of Management Information Systems; salary \$160,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2019

**University of Southern Mississippi**

Eddie Holloway; *from* Dean of Students; Office of Student Affairs; *to* Dean of Students Emeritus; Office of Student Affairs; effective June 30, 2019

90. **SABBATICAL**

**University of Mississippi**

FROM: Lindy Brady, Assistant Professor of English; from salary \$68,332 per annum, pro rata; E&G Funds; 9-month contract; to salary \$34,166 for sabbatical period; E&G Funds; effective August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development (Contingent on being awarded tenure by July 1.)

[Originally approved by IHL Board February 21, 2019]

CORRECTED: Dr. Brady is declining her sabbatical application for August 22, 2019 to December 31, 2019, and January 21, 2020 to May 9, 2020; professional development

91. **TENURE**

**Jackson State University**

- Lisa Beckley-Roberts, *promotion* to Associate Professor; Department of Music, College of Liberal Arts; effective July 1, 2019

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- Helen Crump, *promotion* to Associate Professor; Department of English, Modern Foreign Languages and, Speech Communications, College of Liberal Arts; effective August 8, 2019
- Alfonzo Haralson, *promotion* to Associate Professor; Department of Education and Early Childhood Education, College of Education and Human Development; effective August 8, 2019
- Ogungbe V. Ifedayo, *promotion* to Associate Professor; Department of Chemistry, Physics and, Atmospheric Sciences, College of Science, Engineering, and Technology; effective August 8, 2019
- Jae-Young Ko, Associate Professor, Department of Public Policy and Administration, College of Public Service; effective August 8, 2019
- Jaegoo Lee, *promotion* to Associate Professor; School of Social Work, College of Public Service; effective August 8, 2019
- Douglas McWilliams, *promotion* to Associate Professor; Department of Business Administration, College of Business; effective August 8, 2019
- Maricica Pacurari, *promotion* to Associate Professor; Department of Biology, College of Science, Engineering, and Technology; effective August 8, 2019
- Talya Thomas, *promotion* to Associate Professor; Department of Urban and Regional Planning, College of Public Service; effective August 8, 2019
- NingNing Wang, *promotion* to Associate Professor, Department of Mathematics and Statistical Sciences, College of Science, Engineering, and Technology; effective August 8, 2019
- Carmen Wright, *promotion* to Associate Professor, Department of Mathematics and Statistical Sciences. College of Science, Engineering, and Technology; effective August 8, 2019

**ADMINISTRATION/POLICY**

92. **SYSTEM** – Approved the request to close the IHL Executive Office and the public university offices on July 5<sup>th</sup> in addition to July 4, 2019, in celebration of Independence Day, and in accordance with the Governor’s Proclamation authorizing state offices to be closed on these dates.

**ACADEMIC AFFAIRS**

Presented by Trustee Alfred McNair, Chair

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

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1. **SYSTEM** – Approved new Board Policy 522 Awarding of Academic Credit Earned Through Military Learning and waived the requirement for a second reading as mandated by Board Policy 201.0302 Procedures for Changing Board Policies and Adopting New Policies. (See Exhibit 1.)
2. **MSU** – Approved the following new academic unit:  
CENTERS AND INSTITUTES
  - a. Research Institute for Nuclear and Energy Technology. The U.S. Department of Energy, Office of Environmental Management (DOE-EM) has selected MSU as their first-ever University Affiliated Research Center (UARC). UARCs are sole-source university designations by the federal government when it is determined that the university has resources that are deemed vital and strategic long-term resources for the federal government. Each UARC is established to provide broad capacity in a deemed area. MSU's unique core competency will be to expand its capabilities for evaluating performance and developing qualification requirements for nuclear technologies used in closure of weapons complex sites. The UARC will also be used to designate MSU's status as a qualified supplier of Nuclear Quality Assured data. The request for the approval is being made at this time because funding is pending upon establishment of the institute.

**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #3. Trustee Gee Ogletree recused himself from voting on items #4 - #9 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. After Trustee Ogletree left the room, on motion by Trustee Duff, seconded by Trustee Starr, with Trustees Ogletree and Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #4. On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Ogletree and Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #5. On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Ogletree and Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #6. On motion by Trustee Duff, seconded by Trustee Dye, with Trustees Ogletree and Morgan absent and not voting and with Trustees Hooper and Luckey participating by phone, all Trustees legally present and participating voted unanimously to approve item #7. On motion by

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Trustee Duff, seconded by Trustee Lamar, with Trustee Ogletree absent and not voting and with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #8. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Ogletree absent and not voting and with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #9. Trustee Ogletree returned to the room following the conclusion of the discussion and vote on items #4 - #9.

1. **SYSTEM** – Approved the fiscal year ending 2020 Operating Budgets for the system. Included as supplemental information as required by the *Ayers* Settlement Agreement, Board Policy 704.02 Athletic Budget Approval and Reporting, and Board Policy 703.04 Policy Guidelines Subsection E. are: Fiscal Year 2019-2020 *Ayers* Budgets, Fiscal Year 2019-2020 Athletic Budgets, and Fiscal Year 2019-2020 E&G Scholarships, Fellowships & Tuition Waivers. **(See Composite Exhibit 2.)**
2. **SYSTEM** – Approved the FY 2021 proposed funding priorities as required for the 2021 Legislative Budget Request. **(See Exhibit 3.)**
3. **UMMC** – Approved the request to enter into Amendment Twenty-One (21) to the License and Support Agreement with Epic Systems Corporation (Epic) which will extend the term for an additional five (5) years, including the license and subscription, maintenance, support, and professional Boost services for UMMC’s Electronic Medical Record System (EMR). The Board also approved the request to execute future Service or Implementation Requests on an as-needed basis without requiring prior Board approval so long as the cost of the Service or Implementation Request is less than \$250,000, and so long as there is adequate funding. The term of Amendment Twenty-One (21) will begin August 23, 2019 and continue for a term of five (5) years. This amendment will extend the term of the current License and Support Agreement, which remains in effect in perpetuity in regard to the licenses, and extend the current maintenance coverage, Boost resources, and service implementations to August 22, 2024. The estimated cost for Amendment Twenty-One (21) is \$35,819,554.89. With the addition of Amendment Twenty-One (21) the total estimated approved cost for the Epic agreement is \$105,016,732.99. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
4. **MSU** – Approved the request to enter into a contract with Southwest Airlines Co. to transport the MSU Football team on four round trip flights during the 2019 Football season. The Board also approved the request prepay a deposit prior to the flights pursuant to IHL Board Policy 707.03, Approval of Prepayment for Goods and Services. Prepayment is very common and most often required in this industry. The contract shall commence the date the contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement. The total for all charters will be \$463,300. The contract will be funded from Athletic Department funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

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5. **MSU** – Approved the request to renew a contract for the Student Health Insurance Plan for the 2019-2020 school year with United Healthcare Insurance Company. This is a group rate student health insurance contract which fully complies with the requirements of The Affordable Care Act. This group insurance plan will allow students who need affordable health insurance coverage to have access to comprehensive coverage at a reasonable cost which is lower than rates available to them on an individual basis. The term of the contract is August 1, 2019 through July 31, 2020. The contract amount varies depending upon the number of students who elect to purchase the insurance. However, a fair estimate based upon last year's amount is approximately \$1,300,000. Students who elect into the plan pay for their coverage. International students are charged for this coverage automatically when their tuition posts to their account. These student funds are paid to Holland Insurance Company, the agent who administers the United Healthcare Insurance Company policy via MSU check. Also, some MSU departments and the Graduate School cover the cost of the student health insurance for Graduate Assistants. GA's must apply for the policy themselves and then the premium is posted to their student accounts. These funds are also paid to Holland Insurance Company via MSU check. It is up to the student's department and the Graduate student office to reimburse the student for the cost of their insurance. This is done by posting the credit to the student account. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
6. **UMMC** – Approved the request to enter into a Master Agreement with Abbott Laboratories, Inc. (Abbott) for the lease of two (2) Abbott Architect i2000 analyzers and one (1) Abbott Architect i1000 Analyzer, service for the leased analyzers, and the purchase of related supplies needed for diagnostic testing. The instruments and associated supplies are used by UMMC to test for sepsis and infectious diseases that may be transmitted through blood or blood products. The term of this Agreement is three (3) years and two (2) months, from July 1, 2019, through three (3) years from the date the equipment is installed and operational, which is estimated to be on or about August 31, 2019. The total estimated cost over the three (3) year two (2) month term is \$2,948,966.94. This includes a five percent (5%) annual increase in supply costs for potential patient volume growth. A schedule of costs is included in the bound *June 20, 2019 Board Working File*. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
7. **UMMC** – Approved the request to enter into the Second Amendment to the INOtherapy Services Agreement (Agreement) with INO Therapeutics LLC d/b/a Mallinckrodt (Mallinckrodt) for the purchase of INOMAX medical-grade gas and use of INOtherapy systems (collectively, INOtherapy services). The Second Amendment establishes pricing for the third year of the Agreement. INOMAX is a pharmaceutical medical grade gas used to treat neonatal and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for extracorporeal membrane oxygenation. The term of the Agreement is unchanged with the amendment. The term remains five (5) years from July 1, 2017, through June 30, 2022. The total estimated cost of the Agreement over the five (5) year term remains unchanged

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at \$19,253,451.20. Pricing for the third year of the Agreement has risen by approximately five percent (5%) over the previous year. UMMC calculated sufficient percentage increases in its original requested cost; thus, no change in the total cost is needed for the current price increase. UMMC shall pay a flat monthly rate for an allotted 28,000 hours per year for INOtherapy services. If UMMC's use exceeds the annual allotted hours, UMMC shall pay an hourly rate for the INOtherapy services. Each year, Mallinckrodt and UMMC shall meet to discuss fees for the use of INOtherapy for the next contract year. This agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8. **UMMC** – Approved the request to amend its Real Property Lease (lease) with TCP Block 1 North, LLC (TCP) to add a special provision regarding early termination of the lease. Under the agreement, UMMC will lease approximately 5,424 square feet of clinical space located on the first floor at The Township at Colony Park, 201 Northlake Avenue, Ridgeland, Mississippi. The term of the agreement remains unchanged at sixty (60) months, beginning on the earlier of when UMMC takes possession of the premises for use or the date of substantial completion of construction/renovation work, which is estimated to be January 1, 2020, and estimated to end December 31, 2024. The total estimated cost of the lease over the sixty (60) month term remains unchanged at \$1,407,701.71, including base rent, a pro rata shares of operating expenses, and tenant improvement rent. Beginning in Year 2, UMMC has included an annual price increase of three percent (3%) for base rent and five percent (5%) for operating expenses. The lease will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
9. **UMMC** – Approved the request to initiate the process of issuing up to \$4,000,000 of Medical Center Educational Building Corporation (MCEBC) Revenue Bonds (the “Bonds”) to finance various improvements to the facilities of UMMC pursuant to Board Policy section 906 Educational Building Corporations. It is anticipated that the approval will be requested at the August 15, 2019 IHL Board meeting for MCEBC to issue bonds to refinance the MCEBC Build America Bonds, Series 2010A, at which meeting final approval will also be requested for issuance of the Bonds. UMMC is also in the process of the refinancing its lease obligations under the Grenada Lake Medical Center lease. The refinancing transactions are anticipated to result in debt service savings of up to \$4,000,000. The issuance, sizing and structure of the Bonds will be contingent upon and tied to the successful completion of the refinancing transactions with savings adequate to cover debt service on the Bonds. The underwriters and/banks presented for approval at the August 15, 2019 IHL Board meeting to sell the bonds to refinance the MCEBC Build America Bonds, Series would also be presented for final approval to sell the Bonds in a combined offering. For the new money portion, the Bonds will mature no longer than thirty (30) years, the amortization of the Bonds will be tied to periods of debt service savings resulting from the refinancing transactions. Funding is available from Patient Revenues. The University presented the Financial Advisor's report for the Board's review along with the intent, justification, and project professionals. A resolution granting

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permission for issuing bonds along with related documents will be submitted for approval at a subsequent meeting.

**REAL ESTATE AGENDA**

Presented by Trustee Bruce Martin, Chair

Trustee Shane Hooper recused himself from voting on item #1 on the Real Estate Agenda by hanging up the phone before there was any discussion or vote regarding the same. After Trustee Hooper hung up, on motion by Trustee Dye, seconded by Trustee Starr, with Trustee Hooper absent and not voting and with Trustees Luckey and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Real Estate Agenda. Trustee Hooper called back in following the conclusion of the discussion and vote on item #1.

1. **UM** – Approved the request to appoint McCarty Architects as the design professional for **IHL 207-446, Crosby Hall – Exterior Brick Veneer Replacement**. The brick exterior has deteriorated and needs to be replaced. This project will involve removal of the existing bricks and total reskinning of the building exterior. The proposed project budget is \$8.8 million. Funds are available from Internal R&R Funds (\$8,800,000).

**LEGAL AGENDA**

Presented by Trustee Ann Lamar, Chair

On motion by Trustee Lamar, seconded by Trustee Duff, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to move item #1 to the Executive Session Agenda. On motion by Trustee Lamar, seconded by Trustee Starr, with Trustee Morgan absent and not voting and Trustees Luckey and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #2 as submitted on the Legal Agenda.

1. **UM** – Settlement of IHL Self-Insured Workers' Compensation Program Claim No. 55-40327-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
2. **SYSTEM** – Approved for first reading the revisions to Board Policy 301.0806 University Foundation/Affiliated Entity Activities. **(See Exhibit 4.)**

**ADMINISTRATION/POLICY AGENDA**

Presented by Commissioner Alfred Rankins, Jr.

On motion by Trustee Starr, seconded by Trustee Cunningham, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Administration/Policy Agenda. On motion by Trustee Dye, seconded by Trustee Duff, with Trustees Hooper, Luckey, and Morgan

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participating by phone, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Dye, seconded by Trustee Duff, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve item #3.

1. **MSU** – Approved the proposed revisions to the mission statement, as follows:

Mission Statement

Mississippi State University is a public research, land-grant university ~~whose~~ with a mission ~~is~~ to provide access and opportunity to ~~students from~~ all sectors of ~~the state's~~ Mississippi's diverse population, as well as ~~from~~ other states and countries, and to offer excellent programs of teaching, research, and service.

~~Enhancing its historic strengths in agriculture, natural resources, engineering, mathematics, and natural and physical sciences;~~ Mississippi State University offers a comprehensive range of undergraduate, ~~and~~ graduate, ~~and professional~~ programs; ~~these include architecture, the fine arts, business, education, the humanities, the social and behavioral sciences, and veterinary medicine~~ across many disciplines.

The university embraces its role as a major contributor to the economic development of the state and beyond through targeted research and the transfer of ideas and technology to the public, supported by faculty, ~~and staff,~~ student, and alumni relationships with industry, community organizations, and government entities.

Building on its land-grant tradition, Mississippi State University strategically extends its resources and expertise ~~throughout the entire state~~ for the benefit of Mississippi's citizens, the nation, and the world by offering access for working and place-bound ~~adult~~ learners through its Meridian Campus, Extension, and distance learning on- and off-campus education and research sites, Extension, and distance education programs.

Mississippi State is committed to its tradition of instilling among its ~~students and alumni~~ community ideals of diversity, citizenship, leadership, and service.

2. **SYSTEM** – Approved the employment of Buffkin / Baker as the search consultant to assist with the University of Mississippi Institutional Executive Officer search.
3. **SYSTEM** – Approved the minimum qualifications for the University of Mississippi Institutional Executive Officer Search candidates in accordance with Board Policy 201.0509 Institutional Executive Officer/Commissioner of Higher Education Search Process, subsection B Board Search Committee. **(See Exhibit 5.)**

**INFORMATION AGENDA**

Presented by Commissioner Alfred Rankins, Jr.

**FINANCE**

1. **IHL EXECUTIVE OFFICE** – Mississippi Department of Information Technology Services (MS-ITS) is acting as contracting agent for the Mississippi Institutions of Higher Learning (IHL) and is entering into an amendment with Ellucian Company, L.P. This amendment is for an additional five years of Bronze Level maintenance services for the Banner software not to exceed an additional \$222,967.52. The total estimated contract cost with this amendment is \$576,678.52.

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**REAL ESTATE**

2. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the May 16, 2019 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 6.)

**LEGAL**

3. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 7.)

**ADMINISTRATION/POLICY**

4. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
  - a. **ASU** – On May 21, 2019, Commissioner Alfred Rankins, Jr., approved the Elevated Water Storage Tank Space Lease between Alcorn State University and Celco Partnership d/b/a Verizon Wireless (hereinafter “Verizon”) for the five-year lease of space on ASU’s elevated water storage tank located on the campus of ASU for placement and operation of a wireless communications antenna system described in Schedule A attached to the agreement. Verizon will pay to the University a monthly lease payment of \$1,367.30 for the term of the five-year lease beginning on the first day of the month following the approval and execution of the agreement, for a total of \$82,038. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
  - b. **ASU** – On May 23, 2019, Commissioner Alfred Rankins, Jr., approved the Amended and Restated Lease Agreement between Alcorn State University and Mrs. Dorothy Addkison for approximately 151 acres of property in Kemper and Winston counties for use by the ASU Cooperative Extension Program to operate an Agriculture Incubator. The original lease term of 99 years is being amended to twelve years, with a termination date of December 31, 2023. The annual rent will remain \$8,000 per year for a total cost of \$96,000. Pursuant to the “Amount of Rent and Time of Payment” portion of the agreement, the rent payments are to be prepaid annually on or before the 30<sup>th</sup> of each January, except for the current year’s payment, which was not paid in January and is now due on or before June 30<sup>th</sup>. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and with Policy 707.03 Approval for Prepayment for Goods or Services.
  - c. **ASU** – On May 28, 2019, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Alcorn State University and Days Inn of Natchez for short-term, temporary overflow housing for ASU students and authorized visitors from August 18, 2019 through September 8, 2019. The university will utilize 25 rooms for a total cost of \$24,200 to be paid in two installments as set out in Section 3 of the Agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

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- d. **ASU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 31, 2019, Commissioner Alfred Rankins, Jr., approved the revisions for the FY 2019 *Ayers* academic programs after conducting a mid-year review of their *Ayers* programs. It appears that these revisions were necessary to align 2019 budgets to individual program needs over the remaining months of the year. Per IHL *Ayers* administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e., self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions involve moving dollars between programs that do fit under the pre-approval by the Executive Office policy section of the guidelines. Any available funds from Image Building & Recruitment, Expansion of Nursing Program, Family Clinic, and Technology Programs will be moved to the Expansion of Teachers Education Program in Vicksburg Program to support the contractual agreement for office space rental on behalf of the *Ayers* Vicksburg Program. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.
- e. **MVSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 9, 2019, Commissioner Alfred Rankins, Jr., approved the revisions for the FY 2019 *Ayers* academic programs after conducting a mid-year review of their *Ayers* programs. It appears that these revisions were necessary to align 2019 budgets to individual program needs over the remaining months of the year. Per IHL *Ayers* administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e., self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.
- f. **UM** – 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 May 21, 2019, Commissioner Alfred Rankins, Jr. approved the UM Parking and Transportation Rules and Regulations for the 2019-2020 school year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.

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**FINANCE COMMITTEE REPORT**

Wednesday, June 19, 2019

The meeting was called to order by Chairman Tom Duff at approximately 11:00 a.m. The following items were discussed.

1. The Committee received a presentation on the financial sustainability of Delta State University. **No action was taken.**
2. The Committee received a presentation on the financial sustainability of Jackson State University. **No action was taken.**
3. By consensus, the Committee adjourned at approximately 12:00 p.m.

The following Committee members were present: Dr. Tom Duff (Chair), Ms. Ann Lamar, Jeanne Luckey (by phone), Mr. Chip Morgan, and Mr. Gee Ogletree. Others attending the meeting were: Dr. Ford Dye (by phone), Mr. Shane Hooper (by phone), Mr. Bruce Martin, Dr. Alfred McNair (by phone), Mr. Hal Parker, and Dr. Walt Starr.

**HEALTH AFFAIRS  
COMMITTEE REPORT**

Wednesday, June 19, 2019

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

1. Chairman Starr outlined the structure for future meetings.
2. The Committee received a brief update on the Children's Campaign. **No action was taken.**
3. The Committee received a financial update. **No action was taken.**
4. The Committee received a professional academic practice overview. **No action was taken.**
5. By consensus, the Committee adjourned at approximately 2 p.m.

The following Committee members were present: Dr. Walt Starr (Chair), Dr. Ford Dye, Ms. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, and Mr. Gee Ogletree. Other trustees attending the meeting were: Dr. Steven Cunningham, Mr. Tom Duff, Ms. Jeanne Luckey (by phone), Mr. Bruce Martin, and Mr. Hal Parker.

**ANNOUNCEMENTS**

- President Hal Parker announced that the next Board meeting will be August 15, 2019 in Jackson. He noted a correction to the meeting locations—October 17<sup>th</sup> will be in Jackson and November 21<sup>st</sup> will be on the Mississippi Valley State University campus.
- Dr. Mark Keenum, President of Mississippi State University, thanked Dr. Judy Bonner, Provost and Executive Vice President at MSU, for her leadership over the past three years. She has served higher education for 30+ years and came out of retirement to serve again.
- Commissioner Alfred Rankins thanked Dr. Donzell Lee, Interim President of Alcorn State University, for serving as the interim president.

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**EXECUTIVE SESSION**

On motion by Trustee Duff, seconded by Trustee Cunningham, with Trustees Hooper, Luckey, and Morgan 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 Lamar, seconded by Trustee McNair, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of a litigation matter at the Jackson State University;  
Discussion of a litigation matter at the University of Mississippi; and  
Discussion of a personnel matter at the University of Mississippi.

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

On motion by Trustee Ogletree, seconded by Trustee Cunningham, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of the case styled as *Frederick Robinson v. Jackson State University, et al.*, as recommended by counsel.

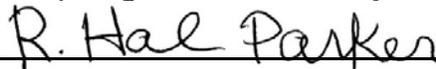
On motion by Trustee Dye, seconded by Trustee McNair, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to approve the settlement of the IHL Self-Insured Workers' Compensation Claim No. 55-40327-1, styled as *Paul Goolsby v. the University of Mississippi, et al.*, as recommended by counsel.

The Board discussed a personnel matter at the University of Mississippi. **No action was taken.**

**On motion by Trustee Lamar, seconded by Trustee Cunningham, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to return to Open Session.**

**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Lamar, seconded by Trustee McNair, with Trustees Hooper, Luckey, and Morgan participating by phone, all Trustees legally present and participating voted unanimously to adjourn the meeting.



\_\_\_\_\_  
President, Board of Trustees of State Institutions of Higher Learning



\_\_\_\_\_  
Commissioner, Board of Trustees of State Institutions of Higher Learning

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**EXHIBITS**

- Exhibit 1      New Board Policy 522 Awarding of Academic Credit Earned Through Military Learning
  
- Composite Exhibit 2      Fiscal year ending 2020 Operating Budgets for the system.
  
- Exhibit 3      FY 2021 proposed funding priorities for the 2021 Legislative Budget Request
  
- Exhibit 4      Revisions to Board Policy 301.0806 University Foundation/Affiliated Entity Activities
  
- Exhibit 5      Minimum qualifications for the University of Mississippi Institutional Executive Officer Search candidates
  
- Exhibit 6      Real Estate items that were approved by the IHL Board staff subsequent to the May 16, 2019 Board meeting.
  
- Exhibit 7      Report of the payment of legal fees to outside counsel.

# EXHIBIT 1

June 20, 2019

## System – Approval of New Board Policy 522 Awarding of Academic Credits Earned Through Military Learning and Waiver of Second Reading

### 522 AWARDING OF ACADEMIC CREDITS EARNED THROUGH MILITARY LEARNING

Each IHL institution shall provide opportunities for an admitted student to be awarded academic credit for military education, training, and experience (hereinafter referred to as “military learning”). The process for awarding of academic credits for military learning must be compliant with the Southern Association of Colleges and Schools Commission on Colleges accreditation standards. Institutions shall follow the recommendation of the academic department and the American Council on Education guidelines for determining academic credit equivalencies; however, the IHL Guidebook for Evaluating Military Learning for Academic Credit (hereinafter referred to as “the IHL Guidebook”) shall be used to conduct prior-learning assessments via programs of instruction and occupational faculty panel reviews.

The IHL Guidebook provides guidance for creating appropriate faculty expert panels and templates for conducting evaluations. For military learning that has not been evaluated using the IHL Guidebook, an IHL institution may choose to follow the processes established in the IHL Guidebook to conduct an evaluation. Alternatively, the IHL institution may award academic credit for military learning through prior learning assessment processes developed at the institutional level, evaluation of joint services transcripts, administration of challenge exams, administration of standardized exams, and evaluation of portfolio assessments. All aforementioned evaluation processes require institutional approval before credits will be accepted at the system level. Academic credits earned for military learning may count as lower-division or upper-division credit. These credits shall not count toward the 25 percent residency requirement for the degree-awarding institution. An IHL institution may award up to 90 hours of academic credit for military learning at the undergraduate level.

Academic credit for military learning once recorded at an IHL institution or as prescribed in the IHL/MCCB Statewide Articulation Agreement, is transferable on the same basis as if the credit had been earned through regular study at the institution that awarded the credit. Evaluation of military learning for academic credit will occur at the time the student is admitted and enrolls at an IHL institution and will be recorded on the student’s transcript at that time to allow for informed advisement.

Academic credits that have been evaluated and marked as equivalents for a specific military occupation classification will be made available by each IHL institution to the IHL system office in order to maintain a website that will inform prospective students prior to admission. The processes for evaluating military learning are documented in the IHL Guidebook which is given to university personnel and maintained by the IHL system office.

# COMPOSITE EXHIBIT 2

## Total Operating Budget FY 2020

	Appropriation	Self Generated	Budget	Percent Appropriation
Education & General	\$354,642,749	\$ 888,844,871	\$1,243,487,620	28.5%
Capital Funds	14,500,000	-	14,500,000	N/A
<b>Total E&amp;G</b>	<b>369,142,749</b>	<b>888,844,871</b>	<b>1,257,987,620</b>	<b>29.3%</b>
UMMC	172,873,959	1,543,077,621	1,715,951,580	10.1%
Agricultural	84,015,891	47,595,981	131,611,872	63.8%
Student Financial Aid	41,721,546	1,336,000	43,057,546	96.9%
Subsidiary (1)	34,643,566	32,325,767	66,969,333	51.7%
Restricted	-	925,698,527	925,698,527	0.0%
<i>Ayers</i>	7,967,712	1,697,108	9,664,820	82.4%
Auxiliary	-	430,409,508	430,409,508	0.0%
Non-E&G Capital Funds	-	-	-	N/A
<b>Total Budget</b>	<b>\$710,365,423</b>	<b>\$3,870,985,383</b>	<b>\$4,581,350,806</b>	<b>15.5%</b>

# COMPOSITE EXHIBIT 2

## Total Operating Budget Original FY 2019 Compared to FY 2020

Budget	FY 2019	FY 2020	Dollar Change	Percent Change
Education & General	\$1,210,469,230	\$1,243,487,620	\$33,018,390	2.73%
Capital Funds	-	14,500,000	14,500,000	100.00%
<b>Total E&amp;G</b>	<b>1,210,469,230</b>	<b>1,257,987,620</b>	<b>47,518,390</b>	<b>3.93%</b>
UMMC	1,701,567,322	1,715,951,580	14,384,258	0.85%
Agricultural	128,086,951	131,611,872	3,524,921	2.75%
Student Financial Aid	42,270,874	43,057,546	786,672	1.86%
Subsidiary	68,435,646	66,969,333	(1,466,313)	-2.14%
Restricted	935,085,873	925,698,527	(9,387,346)	-1.00%
Ayers	14,269,755	9,664,820	(4,604,935)	-32.27%
Auxiliary	426,736,647	430,409,508	3,672,861	0.86%
<b>Total Budget</b>	<b>\$4,526,922,298</b>	<b>\$4,581,350,806</b>	<b>\$54,428,508</b>	<b>1.20%</b>

# COMPOSITE EXHIBIT 2

## Education & General Operating Budget (Excludes Ayers Funds) FY 2019 and FY 2020

Institution	FY 2019	FY 2020	Change	Percent Change
ASU	\$46,748,705	\$47,855,649	\$1,106,944	2.37%
DSU	47,571,149	48,661,686	1,090,537	2.29%
JSU	100,728,751	93,651,606	(7,077,145)	-7.03%
MSU	363,711,375	380,786,327	17,074,952	4.69%
MUW	36,707,377	38,712,784	2,005,407	5.46%
MVSU	31,675,157	31,732,340	57,183	0.18%
UM	384,170,788	396,389,583	12,218,795	3.18%
USM	197,118,928	205,460,645	8,341,717	4.23%
<b>Total</b>	<b>\$1,208,432,230</b>	<b>\$1,243,250,620</b>	<b>\$34,818,390</b>	<b>2.88%</b>

# COMPOSITE EXHIBIT 2

## Education and General Functional Budget Change in FY 2019 Original Budget to FY 2020

Functional Area	FY 2019	FY 2020	Dollar Change	Percent Change
Instruction	\$491,010,336	\$506,638,507	\$15,628,171	3.18%
Research	34,832,690	37,390,030	2,557,340	7.34%
Public Service	5,131,335	5,533,068	401,733	7.83%
Academic Support	118,026,376	120,545,797	2,519,421	2.13%
Student Services	70,834,230	74,816,453	3,982,223	5.62%
Institutional Support	133,975,630	133,415,800	(559,830)	-0.42%
Operations & Maintenance	121,734,508	123,802,743	2,068,235	1.70%
Scholarships	228,621,994	237,171,778	8,549,784	3.74%
Transfers	4,265,131	3,936,444	(328,687)	-7.71%
<b>Total</b>	<b>\$1,208,432,230</b>	<b>\$1,243,250,620</b>	<b>\$34,818,390</b>	<b>2.88%</b>

## COMPOSITE EXHIBIT 2

### Education and General Major Object Category Budget Change in FY 2019 Original Budget to FY 2020

Category	FY 2019	FY 2020	Dollar Change	Percent Change
Personnel	\$774,824,502	\$808,297,353	\$33,472,851	4.32%
Travel	8,438,425	8,818,899	380,474	4.51%
Contractual	372,646,901	375,160,474	2,513,573	0.67%
Commodities	18,653,434	17,870,402	(783,032)	-4.20%
Capital	15,351,453	15,133,016	(218,437)	-1.42%
Other	18,517,515	17,970,476	(547,039)	-2.95%
<b>Total</b>	<b>\$1,208,432,230</b>	<b>\$1,243,250,620</b>	<b>\$34,818,390</b>	<b>2.88%</b>

# COMPOSITE EXHIBIT 2

## University of Mississippi Medical Center Operating Budget FY 2019 Compared to FY 2020

Budget	FY 2019	FY 2020	Dollar Change	Percent Change
School of Dentistry	\$16,864,391	\$18,885,847	\$2,021,456	11.99%
School of Health Related Professions	8,663,523	9,142,261	478,738	5.53%
School of Medicine	162,154,471	159,489,276	(2,665,195)	-1.64%
School of Population Health	4,673,612	5,156,455	482,843	10.33%
School of Nursing	11,985,294	12,045,153	59,859	0.50%
Service Area	228,367,249	199,565,633	(28,801,616)	-12.61%
University Hospital	1,268,858,782	1,311,666,955	42,808,173	3.37%
<b>Total Budget</b>	<b>\$1,701,567,322</b>	<b>\$1,715,951,580</b>	<b>\$14,384,258</b>	<b>0.85%</b>

Note: Auxiliary budget and restricted budget aggregated in the system presentation.

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Finance Agenda

# COMPOSITE EXHIBIT 2

## Subsidiary Units

(includes Executive Office, University Press & Student Financial Aid)

### Change in Total Operating Budget FY 2019 to FY 2020

Budget	FY 2019	FY 2020	Change	Percent Change	Percent Appropriation
Urban Research Center	\$448,976	\$ 457,826	\$ 8,850	1.97%	100.00%
Center for Advanced Vehicular Systems	4,430,484	4,476,980	46,496	1.05%	100.00%
State Chemical Laboratory	2,160,361	2,200,634	40,273	1.86%	74.00%
Water Resources Research Institute	357,031	357,031	-	0.00%	100.00%
Stennis Institute	751,919	759,856	7,937	1.06%	100.00%
Alcohol Safety Education Program (Special Funds)	1,784,244	1,797,438	13,194	0.74%	0.00%
Law Research Institute	779,740	814,188	34,448	4.42%	100.00%
Mineral Resources Institute	337,191	342,520	5,329	1.58%	100.00%
Research Institute of Pharmaceutical Sciences	3,164,616	3,333,813	169,197	5.35%	100.00%
Supercomputer	631,890	636,986	5,096	0.81%	100.00%
Small Business Center	288,964	300,102	11,138	3.85%	85.83%
Center for Manufacturing Excellence	2,709,149	2,736,784	27,635	1.02%	100.00%
State Court Education Program (Special Funds)	1,621,680	1,725,680	104,000	6.41%	100.00%
Mississippi Polymer Institute	588,087	608,227	20,140	3.42%	100.00%
Gulf Coast Research Laboratory	9,884,281	9,959,034	74,753	0.76%	81.28%
Stennis Center	311,762	347,779	36,017	11.55%	100.00%
Executive Office	28,332,529	28,711,542	379,013	1.34%	25.67%
Student Financial Aid	42,270,874	43,057,546	786,672	1.86%	96.90%
University Press	2,850,362	2,850,362	-	0.00%	0.00%
<b>Total</b>	<b>\$103,704,140</b>	<b>\$105,474,328</b>	<b>\$1,770,188</b>	<b>1.71%</b>	<b>73.74%</b>

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Finance Agenda

# COMPOSITE EXHIBIT 2

## Auxiliary Unit Operating Budgets

FY 2020

Compared to FY 2019 Original

Institution	FY 2019	FY 2020	Change	Percent Change
Alcorn State University	\$15,573,948	\$16,160,426	\$586,478	3.77%
Delta State University	10,354,390	10,520,028	165,638	1.60%
Jackson State University	36,671,855	38,323,726	1,651,871	4.50%
Mississippi State University	118,420,755	123,434,696	5,013,941	4.23%
Mississippi University for Women	5,450,048	5,571,484	121,436	2.23%
Mississippi Valley State University	9,500,000	9,500,000	-	0.00%
University of Mississippi	158,386,597	152,929,788	(5,456,809)	-3.45%
University of Southern Mississippi	68,327,630	69,402,782	1,075,152	1.57%
UMMC	4,051,424	4,566,578	515,154	12.72%
<b>Total Auxiliaries</b>	<b>\$426,736,647</b>	<b>\$430,409,508</b>	<b>\$3,672,861</b>	<b>0.86%</b>

# EXHIBIT 3

## Budget Request Summary FY 2020 Compared to FY 2021 Original

Budget	FY 2020	FY 2021	Difference	Percent
Campus Budgets	\$354,745,806	\$376,976,643	\$22,230,837	6.27%
Capital Appropriations	14,500,000	14,500,000	-	100.00%
Total E&G Appropriations	369,245,806	391,476,643	22,230,837	6.02%
Subsidiaries	34,540,509	35,476,855	936,346	2.71%
Agricultural Units	84,015,891	86,741,388	2,725,497	3.24%
UMMC (a)	172,873,959	182,873,959	10,000,000	5.78%
UMMC Capital	-	30,000,000	30,000,000	100.00%
Ayers	6,733,000	6,733,000	-	0.00%
Student Financial Aid (Pending)(b)	41,721,546	41,721,546	-	0.00%
<b>Grand Total</b>	<b>709,130,711</b>	<b>775,023,391</b>	<b>\$65,892,680</b>	<b>9.29%</b>
IHL Budgets	667,409,165	733,301,845	65,892,680	9.87%

(a) UMMC's operating request is to cover resident education.

(b) This appropriation request is approved by the Postsecondary Board. This Board has not yet acted on an appropriation request for FY 2020.

# EXHIBIT 4

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## **SYSTEM – APPROVAL FOR FIRST READING OF REVISED POLICY 301.0806 UNIVERSITY FOUNDATION/AFFILIATED ENTITY ACTIVITIES**

### **301.0806 UNIVERSITY FOUNDATION/AFFILIATED ENTITY ACTIVITIES**

#### **A. Purpose of Foundations and Similar University Affiliated Entities:**

This policy shall apply to the relationship between Mississippi public universities (“universities”) and university development foundations, research foundations, athletics foundations, alumni associations and all other similar entities affiliated with any of the eight state universities (collectively referred to as the “Foundation/ Affiliated Entities” or “Entities”).

The Board of Trustees (hereinafter “Board” or “IHL”) recognizes that such Entities have played and continue to play an important role in providing financial and other support for its institutions. This support has assisted the institutions in achieving a level of excellence not possible through state funding and tuition alone. While the Board of Trustees recognizes and appreciates the contributions made to higher education by such foundations and similar entities, the Board of Trustees reaffirms that the goal of the Entities is not to replace necessary support from the state.

The Board of Trustees also acknowledges that the independent nature of the Entities provides flexibility to state universities in fiscal management and responsiveness.

The primary purpose of the foundations and other entities affiliated with the state universities is to engage in raising and managing funds and/or other activities consistent with the mission and priorities of their respective affiliated institutions, as determined by the Institutional Executive Officer (the “IEO”) of each. Each Entity is expected to have a mission statement relevant to this purpose and to adopt policies, plans, and budgets designed to achieve that mission.

The Board fully recognizes the importance to the universities and to the Entities of preserving the confidentiality of information related to donors or potential donors. Providing appropriate confidential treatment for information related to donors who have voluntarily provided funds to support the state universities is in the best interests of this state and its citizens. Thus, it is the policy of the Board that its oversight of the relationship between the foundations and the universities shall be accomplished in a manner that will effectively and appropriately preserve and protect the confidentiality of such information to the fullest extent possible which is consistent with the duty of the universities and the IHL to assure that assets intended to benefit the state universities are appropriately and effectively managed and utilized.

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## B. Relationship Between Board and Affiliated Entities

As provided in Miss. Const. Art. 8, Section 213-A and Section 31-101-1 of the Miss. Code Ann. of 1972, as amended (the "Miss Code"), the Board of Trustees has governing authority over the eight state universities. Under such authority, the Board of Trustees has responsibility for ensuring that the public interest is served by any individual or organization that is established to support one of the eight state universities.

The Board recognizes that the Entities are not state agencies. The Entities have their own governing authorities. The Board recognizes that it does not have the power to exercise governing control over the Entities.

While the Board of Trustees does not have the power or authority to exercise governing control over the Entities, the Board has the full authority to establish the terms under which state universities will contract with private organizations. That is particularly necessary with respect to these Entities, since they, or some of them, will solicit and manage funds on behalf of and for the benefit of the state universities, and may use the name, logo, or other insignia identified with the state universities. The Board has the authority to require that any organization that manages funds for any state university, or whose name is associated with a state university under the governance of the Board, must adhere to ethical standards appropriate for such organizations and must properly manage, utilize and account for funds contributed to or for the benefit of the universities.

To ensure the independence of the affiliated Entities, no member or employee of the Board of Trustees of State Institutions of Higher Learning shall hold a voting position on an institutionally affiliated Entity board. The Board of Trustees may allow exceptions to this restriction if needed to comply with NCAA requirements or other proper purposes. Senior administrators of the institution should only participate on the Foundation/ Affiliated Entity's board in an ex-officio capacity.

## C. Affiliation Agreements Required

Each university must enter into a formal contractual affiliation agreement (the "Affiliation Agreement") with its development foundation(s), research foundation(s), athletics foundation(s), alumni association(s) and any other similar university affiliated Entity in a form submitted to and approved by this Board. The Affiliation Agreement shall be reviewed for approval by the Board of Trustees at least every five (5) years, or whenever the Affiliation Agreement is changed (other than changes for non-substantive, conforming or purely administrative matters). Affiliation agreements should be signed by the applicable institutional executive officer and by the affiliated entity's board chair and chief executive.

~~Each university shall submit all existing or amended Affiliation Agreements to the Board for approval on or before June 30, 2010, in a form that the university believes will fully comply with the requirements of this policy as amended.~~

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Universities are required to review and update affiliation agreements to comply with any changes to this Policy 301.0806. As stated above, substantive changes to affiliation agreements require IHL Board approval.

In order to appropriately conserve the resources of the universities and the IHL, and to expedite the Board's review of the proposed Affiliation Agreements within the time period set forth above, the IEO's of the universities are expected to direct the resources of their university to work in coordination with the other universities in developing and reviewing templates of proposed affiliation agreements to be used by all similar Entities and universities. Counsel for the Board will be directed to assist in that process. The universities are expected to use those templates insofar as practical, given the acknowledged differences between universities and the Entities, as the basis and pattern for preparing the proposed Affiliation Agreements which are required by this Policy.

## D. General Requirements of Affiliation Agreements

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

1. Outlining the services and benefits the institution and the Entity are to provide to each other and the compensation or other requirements related thereto;
2. Describing the mechanisms by which the institution shall, through its IEO, keep the Entity apprised of the needs and priorities of the institution, and requiring that the Entity, in concert with donor intent or directives, if any, agree to consider and communicate to the university its ability and plans to fund university needs and priorities, as determined by the IEO;
3. Describing whether, and the terms under which, any institutional assets of the institution itself are to be managed by the Entity on behalf of the institution and providing for appropriate rights of inspection and auditing for such funds by the IHL and all appropriate state officials;
4. Delineation of the terms upon which the Entity is authorized to accept gifts, restricted and unrestricted, on behalf of or for the benefit of the institution;
5. ~~Outlining the method under which all gifts, grants, endowments and other assets are accepted and accounted for by the Entity, the methods and procedures to be utilized in determining how the income related to those assets is to be computed and distributed to the universities, and the terms and conditions under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Entity;~~
5. Requiring that the Entity abides by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describing the method by which the entity will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.
6. Requiring that all gifts made to the university shall be accounted for and ownership maintained by that university, even though they may be managed by the Entity;

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7. Requiring that the records of such Entity shall be maintained separately from the records of the respective affiliated institution;
8. Requiring maintenance of financial and accounting records, including thorough documentation of donor intent, in accordance with Generally Accepted Accounting Principles;
9. Requiring that the Entity must cause to be prepared annual financial statements of the condition of the Entity, which shall include such detail as the IHL Board may from time to time require; The Entity must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Entity's annual financial statements; The Entity shall submit the audited financial statements, along with a list of Entity officers, directors or trustees, not later than five months following the completion of the Entity's fiscal year, to the affiliated university's IEO and to IHL; However, the annual audited financial statements of some of the Entities will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's ~~Deputy Associate~~ Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's IEO and to the IHL, along with a list of Entity officers, directors or trustees, by October 15 of each year; The IHL Board's ~~Deputy Associate~~ Commissioner of Finance and Administration shall notify each such Entity of the applicability of the October 15 deadline to such Entity as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Entity must be ~~approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Entity's fiscal year for which the audit will be conducted; Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis~~ in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the IEO or his/her designee; However, at the request of the Entity, the IEO of a university, with the approval of the IHL Board, may grant a request of the Entity to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Entity are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Entity and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Entity in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Entity (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Entity anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of

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- any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the university and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above;
10. Requiring that the Entity only accept or solicit gifts for the benefit of the university that are consistent with the university's mission, goals or objectives;
  11. Requiring that the Entity manage all funds in its control in a fiscally sound and prudent manner;
  12. Requiring that the Entity establish and maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972) as amended, entitled "Conflict of interest Transaction", university conflict of interest policies, and which addresses transactions with university or entity staff;
  13. Requiring that no form of additional compensation for an IEO or any IHL system office employee be underwritten or increased by the Entity without the prior approval of the Board; The request for approval shall come through the Commissioner to the IHL Board; As to other university employees, the Affiliation Agreement will provide that no form of additional compensation may be provided or paid by the Entity without the prior approval by the IEO; All such approvals by the IEO must be reported to the Board of Trustees at its next official meeting; This provision does not apply to transfers from the Entity to the supported university for items such as professorships, chairs, and other programmatic support that are paid directly to the university and included in its annual budget;
  14. Requiring the Entity to submit to the IHL an annual report providing a detailed list of supplemental compensation provided to administrators, faculty, athletic staff, and other employees; provided however that the Affiliation Agreement may provide for appropriate exceptions for such compensation made by the institution out of funds routinely provided to the institution to be included in its budget; and,
  15. Requiring compliance with all state and federal laws applicable to such organizations.
  16. Establishing appropriate maximum limits on the period of time for which the Entity shall enter into contracts for professional, advisory, or other personal services.
  17. Requiring that the provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the affiliated Entity, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the university and the Entity which owns or controls the special purpose entity.
  18. Affiliation agreements must address the reporting relationship of the chief executive of the affiliated entity and the roles of the IEO and the affiliated entity board in hiring, assessment, compensation and termination decisions related to the entity's chief executive.

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19. Requiring that the entity abides by a gift acceptance policy to be jointly endorsed by the university and affiliated entity and describing the method by which the affiliated entity will keep the university informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.
20. Requiring documentation of donor intent.
21. Requiring that the university ensure that gift funds distributed by the affiliated entity are used in a timely manner in compliance with donor intent and that the university provide affiliated entity staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

## E. Affiliation Agreements Shall Require Notice of Certain Events

In addition to the foregoing general requirements, the Affiliation Agreement shall contain provisions requiring that the IHL be notified of certain events or actions that may affect the operations, reputation, legal status, and assets of any entity or any university. The Affiliation Agreement shall require that the chief executive officer of the Entity and its other governing authorities will immediately notify the IEO and the IHL, in writing, if any of the following events (hereinafter "Reportable Events") occur:

1. The Entity has materially breached any of its contractual obligations under the Affiliation Agreement;
2. The Entity has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Entity has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Entity or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Entity;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Entity or upon its status as a tax exempt organization; or
6. The Entity has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Entity, or any Entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Entity to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

The Affiliation Agreement shall require that the chief executive officer of the Entity shall submit to the IEO of the supported university and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Entity has examined its donor records and business transactions occurring during its fiscal year

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ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the IEO and the IHL as required above. The chief executive officer of each Entity shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the chief executive officer will immediately notify, in writing, the IEO of the university.

## F. Affiliation Agreements Must Require Entity to Provide Certain Additional Information to IEO upon Request

In addition to the foregoing general requirements, the Affiliation Agreement of each Entity will contain provisions requiring that the Entity furnish to the IEO of the corresponding university, or such person as the IEO may designate, any and all information relating to the operation or management of the Entity or any funds contributed to, received by, expended by, or managed by the Entity.

It is the policy of the Board that to the extent that information is inspected, reviewed or received by the IEO or his designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal information relating to a donor or his/her family business, such information shall be treated as confidential by the IEO and any designee who may acquire such information. The IEO is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances.

The IEO shall promptly notify the Board and Commissioner of Higher Education if the Entity refuses or fails to produce any information requested by the IEO.

## G. Affiliation Agreement Must Provide for Right of Board to Require Information from Entity or to Examine Records of Entity

Ordinarily, the Board will not request information from any Entity and will allow the IEO to oversee the compliance by the Entity with the Affiliation Agreement and to determine that funds are being appropriately received, managed, and expended. In some circumstances, however, the Board may determine it to be necessary to secure additional information from the Entity or to review appropriate records of the Entity. The Entities hold funds that are intended to benefit the institutions of the state, and the Board has an interest in the proper administration of those funds. Thus, the Affiliation Agreement will provide that the Board may require the Entity to provide information or allow inspection of its records as required by the Board to determine that the Entity is in compliance with the Affiliation Agreement and that the funds held for the institution or for its benefit are appropriately utilized and protected. No such request for information will be made by individual Board members to any Entity or to any IEO.

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As a matter of general policy, the Board will attempt, when appropriate, to resolve any issues or concerns about the activities of any Entity informally. Examples of such informal methods include responses by the Entities to requests from the auditors employed by the Board or a report from an accounting firm approved by the Board to review records related to the matters at issue. The decision of any entity as to whether and how to comply with such informal requests is within the discretion of the governing authorities of the entities. The Board anticipates that, normally, any questions related to the Entities can be resolved through such informal procedures.

The Affiliation Agreement shall provide, however, that the Board may determine by appropriate action, at a duly called meeting of the Board, that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Entity is appropriately complying with the Affiliation Agreement and that funds intended to be used for the benefit of the institution are appropriately maintained and expended. The Affiliation Agreement will provide that, if the Board makes such a finding, the Entity will permit an audit, inspection or review of the financial and other records of the entity by persons selected by the Board, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined, and that the Entity will fully cooperate with any such inquiries.

As noted above, it is the policy of the Board that it will not unnecessarily disclose or disseminate any information relating to the Entities, and in particular, any information related to donors to the Entity or trade secrets associated with entity functions. In some circumstances, however, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct the investigation and to recover the funds, or to allow prosecution with respect to any misappropriation of funds. Thus, the Affiliation Agreement must specifically recognize that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the Board. Any decision to release any information that would identify any particular donor shall be made by the Board. No individual Board member or employee of the IHL will release such information without authorization from the Board.

## H. Asset Distribution Upon Dissolution of Affiliated Entity and Required Termination Provisions to Be Included in Affiliation Agreement

~~The Affiliation Agreement will provide that the Affiliation Agreement may be terminated by the IEO, with the prior approval of the IHL, for cause with no notice or without cause upon thirty days notice. Upon termination, (1) the Entity shall cease to use and shall not assign or delegate the authority to use the respective university's name or registered marks or logos to any person or entity without the written approval of the IEO, (2) the Entity shall remit any and all unrestricted funds held for the benefit of the university to such entity as designated in writing by the IEO on behalf of the university, (3) the Entity shall work in concert with its donors, to the extent practicable and allowed by law, to~~

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~~move any restricted funds held for the benefit of the university to such entity as designated in writing by the IEO on behalf of the university, (4) the Entity shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the university IEO; and (5) the Entity shall work in concert with the university to provide the university or its designee with records and materials of the Entity as are necessary to continue the business and/or wind up the affairs of the Entity.~~

~~Because an Entity may hold assets intended to benefit the universities, the Affiliation Agreement will provide that the Entity will have no right to terminate the Affiliation Agreement without the consent of the IEO and the Board.~~

Affiliation Agreements must require that governing documents of the affiliated entity, including but not limited to, articles of incorporation, bylaws, or articles of organization provide that upon dissolution of the entity all of its assets be transferred to the university or another entity identified by the IEO and approved by the IHL board or identified by the IHL board. Any exceptions to this requirement must be approved by the IHL board.

The Affiliation Agreement will provide that the Affiliation Agreement may be terminated by the IEO with the prior approval of the IHL Board, for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. In such cases, the IEO must provide the affiliated entity ninety (90) days' notice and work with the staff and board of the affiliated entity in that period to cure the breach in advance of termination. In the event of termination, the affiliated entity 1) will remit all unrestricted gift funds to the university or to another entity designated by the IEO, 2) cease to use the university's name or registered marks or logos without the written approval of the IEO, and 3) provide the IHL, the university, or other entity designated by the IHL or IEO with any records, accounts, or other materials requested by the IEO or IHL.

## ~~I. Restructuring Relationship in Event of Irreconcilable Differences~~

~~The Board expects there to exist a cooperative relationship between the Entities and the universities. The Board is aware of situations in other states where foundations have attempted to use the leverage provided by control of funds contributed for the benefit of the universities to require the university to take action desired by the foundation. Exercise of such power would interfere with the power of the IEO's and, ultimately, the power of the Board. To provide for the eventuality in which it appears that the IEO and the Entity have irreconcilable differences that interfere with the Entity serving the purposes for which it is intended, the Affiliation Agreement must provide for some mechanism to allow a resumption of normal relationships to benefit the university. In such a case, it would be detrimental to the university to allow the Entity to simply terminate the relationship since it may hold funds and other assets intended for the benefit of the university. Thus, the Affiliation Agreement shall provide for a mechanism~~

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~~to deal with that possibility that will effectively accomplish the purpose of insuring that the Entity's goals remain appropriately aligned with those of the university.~~

~~The Affiliation Agreement must therefore provide for such a mechanism. The universities are expected to finalize the relationship with the Entities to accomplish the purpose on or before December 31, 2010.~~

~~Any university, after consultation with an affiliated Entity, may propose, on or before December 31, 2009, to include an appropriate plan to accomplish this purpose in the Affiliation Agreement for that Entity.~~

~~For example, a university may choose to propose a mechanism to allow the Entity to restructure its governing board. As an illustration of such a mechanism, such a plan might provide as follows:~~

~~In the event that the IEO notifies the IHL that the relationship between the IEO and the Entity's governing authorities is detrimental to the wellbeing of the university, then IHL shall attempt to reconcile the parties. However, if the IHL determines that it is in the best interests of the university to substitute new governing authorities of the Entity, and unless the matters are resolved, the IHL Board may direct, in its sole discretion, that at the expiration of a 90 days notice period, the terms of office of the then existing board of directors of the affiliated Entity (or the persons serving that role in governance of the Entity, regardless of title) shall be deemed to have expired. Those persons shall be replaced by a nine member board selected by the following persons: 1) one member appointed by the mayor of the municipality in which the subject university is located or to which it is nearest, 2) one member appointed by the subject university's IEO, 3) one member appointed by the subject university's chief academic officer, 4) one member appointed by the president of the board of supervisors of the county in which the subject university is located, 5) one member appointed by the governor, 6) one member appointed by the Commissioner of Higher Education, 7) such other person, as the Affiliation Agreement may provide, who is affiliated with another Entity associated with the affected university; 8) one member appointed by the current president of the subject university's student body, and 9) one member appointed by the most recent past president of the subject university's student body.~~

~~However, each university and Entity may choose to agree upon some different arrangement which would accomplish the same end. Because of the differences in the various Entities, the types and amounts of assets held by the Entities, the debt obligations of some Entities, ongoing contractual obligations, and other similar factors, the Board will address such proposals on an individual basis to determine their effectiveness, feasibility and practicality. Any such proposal must be submitted with all of the information necessary to fully evaluate the proposal. The exact language of all documents required to implement such a proposal shall be included in the submission to the Board.~~

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~~Any such proposals will be considered by the Board and acted upon before March 31, 2010. Failure to submit sufficient information to allow a full understanding as to the effectiveness and practicality of such a plan will prevent the Board from considering the proposal. In the absence of approval by the Board of some other alternative provisions to accomplish such purpose by March 31, 2010, or any extension granted by the Board, it is expected that each university will enter into a contract with all related Entities under terms similar to those in the illustration set out above.~~

~~If the Entity is a university research foundation formed pursuant to Miss. Code Ann. Section 37-147-15 (1972), as amended, the new board of directors shall be appointed by the subject university's IEO, in accordance with applicable state law.~~

# EXHIBIT 5

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## SYSTEM – APPROVAL OF MINIMUM QUALIFICATIONS FOR UNIVERSITY OF MISSISSIPPI INSTITUTIONAL EXECUTIVE OFFICER CANDIDATES

### Qualifications

- The Board of Trustees seeks a dynamic, creative and accomplished leader with vision, energy and integrity who can build upon the success of the university in continuing to enhance the state, region, and nation through comprehensive academic, research, and public service initiatives.
- The successful candidate must be an innovative leader with a passion for providing higher education opportunities to diverse populations. Preferred candidates should have demonstrated skills as a visionary leader and strategic thinker.
- He or she must possess a commitment to student learning, growth and development, as well as the intellectual, analytical and personal qualities for embracing and advancing existing and new university programs, expanding academic facilities, and building partnerships with business, government and philanthropic organizations.
- He/she must also have excellent interpersonal and communications skills; a strong commitment to advancing the use of technology; the ability to sustain and enhance the fiscal integrity of the university; and the ability to recruit, retain, and evaluate a qualified and competent administration, faculty and staff.
- Excellent academic credentials and record of scholarship or equivalent experience and accomplishments that command the respect of the university community;
- Passion for and commitment to excellence in undergraduate and graduate education;
- Senior-level experience managing large and complex organizations with the ability to work with both internal and external constituencies, including faculty, staff, students, the local community, alumni, government, the media and the general public;
- Ability to prepare and implement a comprehensive and fiscally-responsible university budget;
- Experience working effectively with federal, state and local officials;
- Commitment to a diverse student body, faculty and staff and to promoting issues of multiculturalism;
- Ability to work successfully within a statewide system of higher education;
- Appreciation for the importance of sustainability to the future of the university and the community;
- An appreciation for the value of a strong Division I intercollegiate athletic program, competing within the Southeastern Conference.

The Chancellor is responsible for sound and effective management of the university, which includes the following functions:

- Engage in strategic planning to craft a long-range plan for the university and develop strategies to make that plan a reality;
- Generate resources for the university, including both public funding and private fundraising and to connect these resources to the mission of the institution;

# EXHIBIT 5

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- Manage the university's resources effectively and in keeping with the university's mission;
- Provide visionary leadership to inspire, motivate and support faculty and staff;
- Understand the functioning of a multi-campus university, including an academic medical center and law school;
- Serve as the chief advocate for the university and interact effectively with external constituencies to build support for the university;
- Interact effectively with the Board of Trustees, implementing Board policies, decisions, rules and regulations of the Board;
- Work effectively with and coordinate the responsibilities of the university's administrators, faculty, staff and alumni;
- Cultivate and communicate a shared vision of the university; and
- Serve as spokesperson for the university to all internal and external constituencies.

# EXHIBIT 6

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## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE `MAY 16, 2019 BOARD MEETING SUBMISSION DEADLINE**

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

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

### **ALCORN STATE UNIVERSITY**

1. **ASU- GS 101-313 – Pre-Plan Eunice Powell Hall Renovations**

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

**Approval Request #1: Budget Increase**

Board staff approved the change in the total project budget from \$50,000.00 to \$770,000.00, an increase of \$720,000.00. Funding is provided by SB 3065, Laws of 2018.

Approval Status & Date: APPROVED, May 28, 2019

Project Initiation Date: October 18, 2018

Design Professional: Salmon Architect, PLLC

General Contractor: TBD

Total Project Budget: \$770,000.00

### **DELTA STATE UNIVERSITY**

2. **DSU– GS 102-258 – Sillers Coliseum Renovation – Roofing & HVAC**

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

Board staff approved the Award of Contract in the amount of \$1,943,900.00 to the apparent low bidder, E. Cornell Malone Corporation.

Approval Status & Date: APPROVED, May 23, 2019

Project Initiation Date: November 17, 2016

Design Professional: Cooke Douglas Farr Lemons Architects

General Contractor: E. Cornell Malone Corporation

Phased Project Budget: \$2,668,798.73

Total Project Budget: \$2,850,000.00

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## MISSISSIPPI STATE UNIVERSITY

### 3. MSU- GS 113-141 – ADS & Poultry Complex, PH I

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

**Approval Request #1: Change Order #4**

Board staff approved Change Order #4 in the credit amount of \$32,158.00 and eighty-four (84) additional days to the contract of Century Construction.

Approval Status & Date: APPROVED, May 14, 2019

Change Order Description: Change Order #4 includes the following items: furring and drywall at various locations; repaired a stone at a pilaster on the north face of the building; revised the grading at the center plaza area; deduct for concrete plaza & pavers; revised the ductwork for the supply & exhaust at the elevator equipment room; revised the water piping, ductwork and electrical feed to the autoclave location at the sample prep/autoclave room; changed the style of the bike rack to the current MSU standard; revised the restroom door signs to be blue with updated graphics; seven additional days due to delays and fifty-three (53) weather related 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: Four (4) change orders for a total amount of \$180,894.52.

Project Initiation Date: April 16, 2015

Design Professional: McCarty Architects, P.A.

General Contractor: Century Construction & Realty, Inc.

Total Project Budget: \$27,500,000.00

### 4. MSU- IHL 205-279– Addition & Renovation to Dudy Noble Field

**Approval Request #1: Change Order #15**

Board staff approved Change Order #15 in the amount of \$120,000.00 and zero (0) additional days to the contract of Jesco, Inc.

Approval Status & Date: APPROVED, May 14, 2019

Change Order Description: Change Order #15 includes the following items: corrective work performed at the existing lower bowl.

Change Order Justification: These changes were necessary due to latent job site conditions.

Total Project Change Orders and Amount: Fifteen (15) change orders for a total amount of \$2,614,858.09.

Project Initiation Date: May 21, 2015

Design Professional: Wier Boerner Allin Architects, PLLC

General Contractor: Jesco, Inc.

Total Project Budget: \$55,000,000.00

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## MISSISSIPPI UNIVERSITY FOR WOMEN

5. **MUW- GS 104-192- Demolition of Taylor and Keirn Hall**

**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 \$2,569,000.00 to the apparent low bidder, M & M Services, Inc.

Approval Status & Date: APPROVED, May 24, 2019

Project Initiation Date: January 18, 2018

Design Professional: JBHM Architects

General Contractor: M & M Services, Inc.

Total Project Budget: \$2,900,000.00

## MISSISSIPPI VALLEY STATE UNIVERSITY

6. **MVSU – GS 106-253 – College Hall I Renovation**

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

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

Board staff approved Change Order #3 in the amount of \$45,723.48 and thirty-five (35) additional days to the contract of Century Construction Group, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 24, 2019

Change Order Description: Change Order #3 includes the following items: demolished and replaced the gutter; extended the foundation; and thirty-five (35) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; and weather-related days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$76,044.54.

Project Initiation Date: May 15, 2014

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

General Contractor: Century Construction Group, Inc.

Phased Project Budget: \$8,053,884.89

Total Project Budget: \$9,250,000.00

## UNIVERSITY OF MISSISSIPPI

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

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

**Approval Request #1: Change Order #17**

Board staff approved Change Order #17 in the amount of \$185,768.00 and forty-seven (47) additional days to the contract of Roy Anderson Corp.

Approval Status & Date: APPROVED, May 7, 2019

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Change Order Description: Change Order #17 includes the following items: changed the number of lights in the transit center ceiling; added pipe, fittings and labor to the PH # roof drain system; modified data; installed and painted plywood backing board & replaced the damaged finishes; modified a door; provided circuit & conduit to the existing irrigation control panel in PH 3; deleted costs for a follow-up by the state elevator inspector and mark-up; added a terrazzo base at the existing columns in PH 3 to include one week of cleaning; added decorative panels and terrazzo around the tar-stained columns on level 3 in PH 3; removed the existing intermediate wall and door frame in level 2 of stair 2; repainted and cleaned the demolished space; added more sand in the south planters to raise the grade from the original directions; added extended overhead; removed and reinstalled FEC's in Barnes & Noble; replaced latching hardware with push/pull plates and closers at the meeting room vestibule doors; modified the supply ducts and undercut doors at the ATM room; and forty-seven (47) days to the contract.

Change Order Justification: These changes were 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: Seventeen (17) change orders for a total amount of \$180,894.52.

Project Initiation Date: August 18, 2011

Design Professional: Eley Guild hardy Architects

General Contractor: Roy Anderson Corp.

Phased Project Budget: \$61,319,497.10

Total Project Budget: \$61,650,000.00

## 8. **UM- IHL 207-428 – East Campus Electrical Modifications**

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

Board staff approved Change Order #5 in the amount of \$31,006.07 and Thirty-five (35) additional days to the contract of McInnis electric Co.

Approval Status & Date: APPROVED, June 3, 2019

Change Order Description: Change Order #5 includes the following items: the two underground spare conduits that were not connected to the underground spare conduits had to be extended; the existing conduits extending east from the existing manhole had to be intercepted west of a broken area, cleaned and intercepted with asphalt; and a total of thirty-five (35) days added to the contract.

Change Order Justification: These changes were due to latent job site conditions and days for work as indicated herein.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$40,300.00.

Project Initiation Date: November 17, 2016

Design Professional: Corbett Legge & Associates, PLLC.

General Contractor: McInnis Electric Co.

Total Project Budget: \$2,220,000.00

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9. **UM– IHL 207-442 – Manning Center Training Hydrotherapy Room Renovation**

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

Board staff approved Change Order #3 in the amount of \$31,817.90 and zero (0) additional days to the contract of Baldwin and Shell Construction Company.

Approval Status & Date: APPROVED, May 13, 2019

Change Order Description: Change Order #3 includes the following items: removed the existing sidewalk and installed a new ramp into the ice room; installed mini blinds, millwork in existing offices; moved speaker wire to coordinate with the new millwork; installed light fixtures and relocated light switches; a back cover was added to a sign adhered to glass; installed a power outlet to the sports clock location.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$52,678.24.

Project Initiation Date: February 15, 2018

Design Professional: A2H, LLC

General Contractor: Baldwin and Shell Construction Company

Total Project Budget: \$1,300,000.00

10. **UM– IHL 207-447 – Martin Hall HVAC Upgrades**

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

Board staff approved Change Order #1 in the credit amount of \$40,300.00 and zero (0) additional days to the contract of Tri-Star Mechanical, Mechanical Contractors, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, May 24, 2019

Change Order Description: Change Order #1 includes the following item: the contract amount was reduced by \$40,300.00.

Change Order Justification: This credit was due to the HVAC Controls Allowance Reconciliation.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$40,300.00.

Project Initiation Date: August 21, 2014

Design Professional: Corbett Legge & Associates, PLLC.

General Contractor: Tri-Star Mechanical, Mechanical Contractors, Inc.

Total Project Budget: \$1,650,000.00

11. **UM– IHL 207-453 – South Oxford Center – Film Studio**

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

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

Approval Status & Date: APPROVED, June 3, 2019

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

Board staff approved the Waiver of Design Development Documents as submitted by McCarty Architects, P. A.

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Approval Status & Date: APPROVED, June 3, 2019

Project Initiation Date: May 16, 2019

Design Professional: McCarty Architects, P. A.

General Contractor: TBD

Total Project Budget: \$1,250,000.00

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

### 12. UMMC– IHL 209-566 – Day Surgery & Patient Care Units Expansion

#### **Approval Request #3: Contract Documents**

Board staff approved Contract Documents as submitted by ESA Architects

Approval Status & Date: APPROVED, May 24, 2019

#### **Approval Request #4: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 24, 2019

Project Initiation Date: April 2, 2010

Design Professional: ESA Architects

General Contractor: TBD

Total Project Budget: \$12,733,495.00

### 13. UMMC– IHL 209-574 – Garage D

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

Board staff approved Change Order #1 in the amount of \$18,665.11 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.

Approval Status & Date: APPROVED, May 2, 2019

Change Order Description: Change Order #2 includes the following items: revised the site drainage; revised the piles and foundations; and filled the abandoned storm drain.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$18,665.11.

Project Initiation Date: October 18, 2018

Design Professional: HDR Architecture, Inc.

General Contractor: Brasfield & Gorrie, LLC

Total Project Budget: \$17,900,000.00

## UNIVERSITY OF SOUTHERN MISSISSIPPI

### 14. USM– IHL 208-338 – Pinehaven Apartments Demolition

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

Board staff approved the Schematic Design Documents as submitted by Perkins & Williamson Architecture, PLLC.

Approval Status & Date: APPROVED, May 3, 2019

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

Board staff approved the Waiver of Design Development Documents as submitted by Perkins & Williamson Architecture, PLLC.

Approval Status & Date: APPROVED, May 3, 2019

Project Initiation Date: February 21, 2019

Design Professional: Perkins & Williamson Architecture, PLLC

General Contractor: TBD

Total Project Budget: \$1,415,000.00

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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 Donelson Bearman Caldwell & Berkowitz, PC (statement dated 4/30/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (This statement, in the amount of \$18,345.66, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 18,345.66**

Payment of legal fees for professional services rendered by Hand Arendall Harrison Sale LLC (statement dated 5/13/19) from the funds of the Mississippi Board of Trustees of State Institutions of Higher Learning. (This statement, in the amount of \$17,323.16, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 17,323.16**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 5/1/19) from the funds of Alcorn State University. (This statement, in the amount of \$42.33 represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 42.33**

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 5/20/19) from the funds of Mississippi State University. (This statement, in the amount of \$1,062.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 1,062.50**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 5/21/19) from the funds of Mississippi State University. (This statement, in the amount of \$3,127.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 3,127.00**

Payment of legal fees for professional services rendered by Ware Immigration (two statements each dated 5/1/19) from the funds of Mississippi State University. (These statements, in the amounts of \$770.00 and \$4,000.00, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 4,770.00**

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Payment of legal fees for professional services rendered by Mayo|Mallette (three statements, each dated 5/7/19) from the funds of the University of Mississippi. (These statements, in the amounts of \$659.80, \$2,046.00 and \$320.66, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 3,026.46**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 9/1/18, 9/1/18, 9/1/18, 10/1/18, 10/1/18, 10/1/18, 11/1/18, 1/1/19, 1/1/19, 1/1/19, 4/1/19, 4/1/19, 4/1/19, 4/1/19, 5/1/19, 5/1/19, 5/1/19 and 5/1/19) from the funds of the University of Mississippi. (These statements, in the amounts of \$1,500.00, \$38.96, \$2,500.00, \$501.00, \$34.13, \$57.00, \$2,500.00, \$629.00, \$2,300.00, \$2,500.00, \$2,500.00, \$2,590.00, \$2,000.00, \$87.62, \$2,000.00, \$519.00, \$507.00 and \$38.72, represent services and expenses in connection with immigration/ labor certifications.)

**TOTAL DUE.....\$ 22,802.43**

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 7/17/18, 2/28/19, 3/11/19, 4/12/19, 4/12/19, 4/12/19, 4/19/19, 4/29/19, 4/30/19, 4/30/19, 5/7/19, 5/7/19, 5/7/19, 5/7/19 and 5/7/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$468.00, \$52,938.03, \$4,631.50, \$1,268.50, \$118.00, \$4,568.50, \$43,660.45, \$8,468.80, \$3,648.90, \$27,969.60, \$152.00, \$295.00, \$767.00, \$2,802.50 and \$10,148.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 161,904.78**

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 3/29/19, 3/29/19, 3/29/19, 3/29/19 and 4/16/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$3,016.40, \$1,769.00, \$7,056.36, \$5,692.50 and \$10,412.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 27,946.26**

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC, (statements dated 3/26/19, 3/26/19, 4/30/19 and 4/30/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,980.00, \$115.50, \$478.50 and \$1,914.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,488.00**

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Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 3/14/19, 4/3/19, 4/3/19, 4/3/19, 4/3/19, 4/3/19, 4/10/19, 5/6/19, 5/6/19, 5/6/19, 5/6/19, 5/6/19, 5/6/19 and 5/6/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,150.50, \$1,353.00, \$1,160.56, \$1,419.00, \$2,260.50, \$12.00, \$5,225.13, \$12.00, \$12.00, \$12.00, \$292.50, \$2,541.00, \$3,697.80 and \$1,292.88 respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 20,440.87**

Payment of legal fees for professional services rendered by Page Kruger & Holland (statement dated 4/10/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$3,342.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,342.00**

Payment of legal fees for professional services rendered by Scott, Sullivan, Streetman & Fox, P.C. (seven statements, each dated 4/5/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$135.00, \$94.50, \$175.50, \$472.50, \$108.00, \$297.00 and \$132.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,414.50**

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace. (statements dated 3/31/19, 3/31/19, 3/31/19, 3/31/19, 4/5/19 4/8/19 and 4/25/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$8,265.52, \$4,483.67, \$765.00, \$638.75, \$1,492.58, \$9,705.00, \$22,973.48, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 48,324.00**

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 3/7/19, 3/21/18, 3/21/19, 3/21/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 3/22/19, 4/11/19, 4/18/19, 4/18/19, 4/18/19, 4/18/19, 4/18/19, and 5/2/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$775.50, \$123.00, \$559.50, \$705.50, \$9,834.00, \$29,855.80, \$1,562.92, \$9,097.02, \$3,957.00, \$1,863.01, \$1,252.50, \$49.50, \$4,563.03, \$283.95, \$5,261.48, \$1,914.00, \$115.50, \$4,699.50, \$495.00, and \$41,652.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 118,619.71**

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Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 3/5/19, 4/1/19, 4/1/19, 4/2/19, 4/2/19, 4/2/19, 4/2/19, 4/2/19, 4/24/19, 5/1/19, 5/1/19, 5/1/19, 5/1/19, 5/1/19 and 5/1/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,397.00, \$4,392.25, \$28,879.26, \$4,527.00, \$336.00, \$3,251.00, \$8,010.80, \$1,158.80, \$24,710.00, \$495.90, \$1,336.50, \$1,377.00, \$3,892.10, \$21,682.00 and \$24,240.90 respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 130,686.51**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 5/8/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$501.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 501.50**

Payment of legal fees for professional services rendered by Mayo Mallette (statement dated 5/7/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$331.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 331.50**

Payment of legal fees for professional services rendered by Ware Immigration (four statements, each dated 5/1/19) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$2,000.00, \$2,000.00, \$28.59 and \$57.23, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 4,085.82**

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

Payment of legal fees for professional services rendered by Larry Schemmel (five statements, each dated 4/11/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Oral Vaccination of Fish with Live Attenuated Edwardsiella Ictaluri Vaccines” - \$440.00; “Methods for Improving Rice Nutrition via Manipulation of Starch Crystalline Structure and Nutrient Penetration Treatment” - \$150.00; “System to Control an Actuator Patent Application” - \$1,905.00; “Chitosan and Sodium Sulfite Membrane Coating for Use in Food Processing Patent Application” - \$140.00; and “Fiber Separation from Grains and Grain Products Using Electrostatic Methods” - \$50.00, respectively.)

**TOTAL DUE.....\$ 2,685.00**

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statement dated 2/22/19) from the funds of Mississippi State University. (This statement represents

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services and expenses in connection with the following patent: “Occidiofungin Formations and Uses Thereof” - \$1,085.00)

**TOTAL DUE.....\$ 1,085.00**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 11/21/18, 12/13/18, 3/19/19, 5/15/19 and 5/15/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patent: “Cottonseed Oil Polymer” - \$1,600.00; “Pincer Metal OXO Complexes for Water-Splitting and C-H Bond Activation” - \$263.50; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$1,599.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$875.00; and “Cottonseed Oil Polymer” - \$630.00, respectively.)

**TOTAL DUE.....\$ 4,967.50**

Payment of legal fees for professional services rendered by Stites & Harbison (three statements, each dated 4/16/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$217.50, \$47.50 and \$628.54, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 893.54**

Payment of legal fees for professional services rendered by Workman Nydegger (two statements, each dated 4/29/19) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$26.58 and \$370.25, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 396.83**