

MISSISSIPPI
BOARD OF TRUSTEES
OF STATE
INSTITUTIONS OF HIGHER LEARNING



FINAL BOARD BOOK
March 16, 2017



FINAL BOARD BOOK OUTLINE

IHL Board Meeting

March 16, 2017, 9:00 a.m.

IHL Board Room

3825 Ridgewood Road

Jackson, MS 39211

CALL TO ORDER

PRAYER

Trustee Shane Hooper

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MISSISSIPPI
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MINUTES FOR:

February 16, 2017 Regular Board Meeting

**MINUTES OF THE BOARD OF TRUSTEES OF
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BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on November 22, 2016, to each and every member of said Board, said date being at least five days prior to this February 16, 2017 meeting. At the above-named place there were present the following members to wit: Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christine Pickering, Dr. Douglas Rouse, Mr. C.D. Smith and Dr. J. Walt Starr. The meeting was called to order by Dr. Doug Rouse, President, and opened with prayer by Trustee Tom Duff.

INTRODUCTION OF GUESTS

- President Rouse introduced Tyler McMurray, Student Government Association President-Elect at Mississippi State University.
- Following the passing of Trustee Karen Cummins, Governor Phil Bryant appointed former state Supreme Court Justice Ann H. Lamar to the IHL Board on February 8, 2107. President Rouse welcomed Justice Lamar to her first Board meeting.

**2017 DIVERSITY AWARDS OF EXCELLENCE
IN OBSERVANCE OF BLACK HISTORY MONTH**

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

Trustee Shane Hooper, Chair of the Diversity Committee, thanked the members of the committee, Trustee Alfred McNair and Trustee C.D. Smith, for their time and effort. Trustee Hooper gave special thanks to the photographer Mr. Jay Ferchaud from the University of Mississippi Medical Center. Trustee Hooper recognized the Chief Diversity Officers from each institution.

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

Dr. Steve Adzanu	Alcorn State University
Dr. George Beals	Delta State University
Dr. Hyun Chong Kim	Jackson State University
Dr. Robert Damm	Mississippi State University

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Mr. Harvin Hudson	Mississippi State University, Division of Agriculture, Forestry and Veterinary Medicine
Ms. Kimone Simmons	Mississippi University for Women
Dr. Willa Johnson	University of Mississippi
Dr. Hamed Benghuzzi	University of Mississippi Medical Center
Dr. Mohamed Elasri	University of Southern Mississippi

Trustee Hooper recognized Dr. Cassie Sade Turnipseed, Assistant Professor of History in the Department of Social Sciences at Mississippi Valley State University, as the 2017 Diversity Educator of the Year. Mrs. Karen Cummins, who served on the Board of Trustees from 2012 until her recent death, was recognized posthumously as the special community honoree. Dr. Turnipseed and Trustee Cummins' husband, Billy, were each presented with a resolution and plaque commemorating these awards. A copy of the resolutions is included in the *February 16, 2017 Board Working File*.

On motion by Trustee Hooper, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve renaming the Excellence in Diversity Community Service Award to the Karen Cummins Community Service Award in memory of Trustee Karen Cummins. The way Mrs. Cummins lived her life each day epitomized what this award is all about, so it is only right that this award will bear her name. Each year, as they bestow the award, the Diversity Committee will seek to recognize someone with Trustee Cummins' courage, grace and sense of inclusion and community.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on January 19, 2017.

CONSENT AGENDAS

By the request of Trustee Perry, agenda item #16 on the Real Estate Consent Agenda was moved to the Real Estate Regular Agenda. On motion by Trustee Pickering, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas as amended.

ACADEMIC AFFAIRS

1. **SYSTEM** – Approved the following new academic program: **MSU** - Master of Science in Cyber Security and Operations degree (CIP 11.1003).

FINANCE

2. **MUW** – Approved the request to engage the CPA firm of Grantham, Poole, Randall, Reitano, Arrington & Cunningham to conduct its annual audit for the Mississippi University for Women

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Foundation for the year ending June 30, 2017 as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities, subsection D. General Requirements of Affiliation Agreements (9).

3. **MVSU** – Approved the request to engage the CPA firm of Fred T. Neely & Company, PLLC to conduct its annual audit for the Mississippi Valley State University Foundation for the years ending June 30, 2016 and 2015 as required by Board Policy 301.0806 University Foundation/Affiliated Entity Activities, subsection D. General Requirements of Affiliation Agreements (9).
4. **MVSU** – Approved a resolution authorizing the filing of an application to the Mississippi Department of Transportation for a grant to assist in providing transportation services. Through an agreement with the Mississippi Department of Transportation and the Federal Transit Administration, Mississippi Valley State University provides public transportation services in eight (8) Delta counties: Carroll, Grenada, Holmes, Humphreys, Leflore, Sunflower, Tallahatchie and Washington. The mass transit system serves as a vital means of transportation for students to attend the university.
5. **UMMC** – Approved the amendment to the current service order with Mediquant, Incorporated that provides data storage and access management services. This amendment will allow UMMC to move back to the Active Tier for the Invision PA and Signature legacy systems. By switching back to the Tier 1 active status UMMC will be able to edit and post payments for the Invision PA and Signature systems which it was unable to do in the Tier 2 static phase. The term of this amendment will be for three (3) months beginning March 1, 2017 and be coterminous with the service order ending May 31, 2017. The total estimated cost of the amendment is \$12,825.60 and for the service order will be \$762,243.07. A breakdown of the costs is included in the bound *February 16, 2016 Board Working File*. In accordance with Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board also approved the request to allow advanced payment for monthly access services. The contract will be funded by patient care revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
6. **UMMC** – Approved the request to enter into a second service order with Mediquant, Incorporated for the conversion of the Cerner/Siemens system, RAS/RASI system, and the Aspyra Lab applications into Mediquant's DataArk applications for final AR drawdown and Release of Information from UMMC's Grenada location, as well as for the conversion of the CoPath system used by anatomical pathology at the main campus. In accordance with Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board also approved the request to allow advanced payment for monthly access services. The purpose of this service order is to allow for the conversion, storage and access services to the legacy clinical and hospital financial data at UMMC's Grenada facility, now that Epic is in place, and the anatomical pathology system at the main campus. The term of service order will be for thirty-nine (39) months beginning on March 1, 2017 and ending May 31, 2020. The total estimated cost of this service order is \$752,465.00. A breakdown of the costs is included in the bound *February 16, 2016 Board Working File*. The contract will be funded by patient care revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

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7. **UMMC** – Approved the request to enter into service order three (3) with Mediquant, Incorporated to provide data storage and access management services through its DataArk application. This agreement will allow for data storage and access services for legacy clinical and financial data at its main campus as well as add the OpenArk application. In accordance with Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board also approved the request to allow advanced payment for monthly access services. The purpose of this service order is to allow UMMC to continue its data storage and access to its legacy clinical and hospital financial data for main campus. In addition, this service order is adding the OpenArk application which will provide on-demand same day access to data. This service order three (3) will allow continued access to the applications established in the previous service order one (1) by establishing a new three (3) year term at better pricing as well as adding a new application. The term of service order will be for thirty-nine (39) months beginning on March 1, 2017 and ending May 31, 2020. The total estimated cost of the agreement is \$364,752.00. A breakdown of the costs is included in the bound *February 16, 2016 Board Working File*. The contract will be funded by patient care revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
8. **UMMC** – Approved the request to enter into a library subscription agreement with Wiley Subscription Services, Inc. for science, technology, medical, and business journals on the Wiley Online Library platform. This agreement will allow authorized users to access, search, browse, view and print articles directly from each journal on the Wiley online platform. Authorized users include all students, faculty, staff, and researchers at UMMC, in addition to those authorized by the library for on-site access. These research-oriented journals are used for educational and research purposes. The term of the contract is January 1, 2017, through December 31, 2018. As Wiley Subscription Services, Inc. will not offer a contract on any other than a calendar-year basis, the Board granted retroactive approval of this agreement. The total contract amount has an estimated expenditure of \$893,882.28. A breakdown of the costs is included in the bound *February 16, 2016 Board Working File*. This agreement will be funded by general funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
9. **UMMC** – Approved the request to amend its Hospital Discharge Agreement with Infusion Partners, LLC. Under the agreement, Infusion Partners provides home infusion pharmacy services and infusion nursing support to UMMC's patients, specifically UMMC's indigent care patients who have been discharged from UMMC. The amendment will extend the expiration of the one (1) year term for an additional year and add outpatient chemotherapy infusion services. The existing Hospital Discharge Agreement is for a term of one (1) year, which was estimated to cost less than \$250,000. The amendment will cause the total contract cost to exceed \$250,000. The amended contract term is two (2) years, beginning July 1, 2016, and ending June 30, 2018. The total estimated cost over the two (2) year term is \$1,200,000.00. Fees for each treatment shall be based on the services performed by Infusion Partners on each patient. Originally, UMMC calculated a total cost of \$245,000 for a one (1) year term. With the addition of the outpatient chemotherapy infusion, UMMC estimates the need for up to \$955,000.00 for the remainder of the initial term and the amended additional year. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

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10. **USM** – Approved the terms and conditions of the purchase of a Resin Transfer Molding (RTM)/ Vacuum Assisted Resin Transfer Molding (VaRTM) workstation. The purpose of the contract is for our School of Polymers and High Performance Materials to obtain a turnkey Integrated RTM/VaRTM workstation with injection, press, and software integration. RTM and VaRTM are process technologies for manufacturing composite parts. “Resin” is another term for “Polymer.” This state of the art technology provides USM a new capability to support the U.S. Army and other military and civilian research programs requiring “lightweight and high-strength materials.” The term of the contract will be from the date of purchase order issuance until the system is in place, tested, accepted, and training is conducted. The estimated completion time is 32-36 weeks. The cost of the contract is \$515,000.00. Payment terms are as follows: 70% upon delivery, and 30% after installation and final acceptance. The funding for this purchase will come from the externally funded Army Research Laboratory Ballistics Polymers grant. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.
11. **USM** – Approved the terms and conditions of the purchase of an X-Ray Scattering System from Xenocs. In accordance with Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board also approved the request to make a 30% advance payment. The system will support research required in an Army Research Labs grant. The instrument will be used to expand the polymer characterization capabilities of the School of Polymers and High Performance Materials for current research and future education. The term of the contract will be from the date of the purchase order issuance until the system is in place, tested, accepted, and training is conducted. The estimated delivery time is four (4) months from the purchase order date. The total purchase price is \$616,594. Payment terms are as follows: 30% advance upon order, then 50% upon factory final testing reports and shipment proof (Airway Bill), and finally, 20% upon on-site installation, acceptance test, and operation training. This price is contingent upon the exchange rate from the Euro to the U.S. Dollar. If the rate changes during the three-month price validity period by more than +2 percent from the quoted basis rate of .93 Euro to the U.S. Dollar, then the price will be adjusted accordingly. The funding for this purchase will come from the externally funded Army Research Laboratory Ballistics Polymers grant. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.

REAL ESTATE

12. **MSU** – Approved the purchase from Ergon Properties Inc. approximately six acres of land located between Russell Street and Highway 12 in Starkville, MS for \$3,000,000. The university sold the property to Ergon in 2005 for \$2,400,000. After several failed attempts at developing the property, Ergon has agreed to resale the property to MSU for \$3,000,000. Ergon has made significant improvements to the property since their purchase including the demolition of several old buildings, the relocation of major power lines, and significant dirt work. The university received two independent appraisals for the property. The first appraisal was in the amount of \$7,550,000. The second appraisal was in the amount of \$7,950,000. The average of the two appraisals for the property is \$7,750,000. The purchase price is \$3,000,000 which is below the average of the two appraised values. The transaction will be treated as a bargain sale with Ergon intending to claim a charitable deduction for the difference in the purchase price and the Fair Market Value. The property shall be purchased 10 days following approval of the IHL Board but no later than April

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1, 2017. A Phase I Environmental Site Assessment has been conducted on the property. Based on site inspection, current and past land use history, adjacent property inspections and record review, no recognized environmental conditions are evident at the subject property. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney General's Office reviewed and approved this item prior to the Board's approval of this item.

13. **MSU** – Approved the exterior design of the **IHL 205-280, Starkville Oktibbeha Consolidated District Partnership Middle School** project. This facility is a joint effort between Mississippi State University, Mississippi State University Foundation, and the Starkville Oktibbeha Consolidated School District. The facility will be located on Mississippi State University property that is referred to as the Longest property. Once the rendering is approved, the Starkville Oktibbeha Consolidate School District, under separate contract with the professional, will move forward with the final bid documents and advertise the project for construction. The proposed project budget for the design fees only is \$200,000. Funds are available from MSU Foundation Funds (\$200,000). Renderings of the building are included in the bound *February 16, 2017 Board Working File*.
14. **UM** – Approved the exterior design of the Delta Delta Delta Sorority House. This project is fully funded by the Delta Delta Delta Sorority but the addition is being constructed on leased land from the university. No state or university funds are being expended on this project. A rendering of the building is included in the bound *February 16, 2017 Board Working File*.
15. **UMMC** – Contingent upon the approval by the Governor Phil Bryant, the Board approved the request to grant a ten (10) foot wide utility right-of-way easement to Entergy Mississippi, Inc. along the north side of Lakeland Drive in order to bore a new feed under UMMC property to one of their existing poles. The new feed will provide redundant power to UMMC buildings located on the north side of Lakeland Drive. Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry. Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code. Notwithstanding anything contained herein to the contrary, (1) in the event the easement needs to be relocated, Entergy shall relocate the easement 90 days after request by UMMC at the cost of Entergy; and (2) Grantor shall have the right to fully use and enjoy the surface of the easement area, except for purposes herein granted, provided that such use and enjoyment shall not, in the reasonable judgment 3 of Grantee, hinder, conflict or interfere with the exercise of Grantee's rights hereunder relating to the underground facilities. 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 reviewed and approved this item prior to the Board's approval of this item and contingent upon the approval by the Governor. The Mississippi Secretary of State, as required by Miss. Code Ann. §29-1-1(3) has reviewed this easement.

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16. **UMMC** – Request to Sole Source the HVAC Controls portion of the **IHL 209-553, Interventional Radiology Renovation** project as an extension of the existing Johnson Controls system in the Cardiovascular Building. The project budget exceeds \$3M so the university used the Request for Qualification method for the selection of the design professional which is JBHM. Funds are provided within the construction project budget. This project will involve renovations and relocation of the Interventional Radiology Department to the basement of the Cardiovascular Building. The project is currently scheduled to consist of two single-pane rooms, one bi-plane room, two computed tomography (CT) machines, and one peripherally inserted central catheter (PICC) along with associated holding bays, office space and support space. The approximate area is 13,250 square feet. It is in the best interest of UMMC to extend the existing Johnson Controls System as a sole source to insure the operational integrity of the existing building system. The estimated value of the existing Johnson Controls EMCS is approximately \$657,000. The probable cost of the project EMCS modifications is \$160,000 for a 24.3% modification. According to IHL and the Bureau of Building EMCS procurement protocol for existing systems, the EMCS can and should be procured by single source procurement since the portion of the work related to the new renovation is less than 25% of the existing system as long as approval is obtained prior to bidding. The proposed project budget is \$7,759,186. Funds are available from UMMC SSA – Building Improvement Funds (\$7,759,186). **(THIS ITEM WAS MOVED TO THE REAL ESTATE REGULAR AGENDA FOR CONSIDERATION.)**

LEGAL

17. **MSU** – Approved the request to modify a contract with Jones Walker, L.L.P. to perform services necessary in assisting and advising the University on legal issues concerning review of strategic financing options, tax exempt bond arbitrage, and rebate compliance and the use of bond financed building and other matters relating to bond issues. This contract was renewed by Modification #1, extending the term of the contract for one (1) year or through February 17, 2017. Proposed Modification #2 will extend the term for one (1) year, or through February 17, 2018. The firm provides legal representation on an hourly rate of \$165.00 for Special Counsel, \$225.00 for Partner, and \$60.00 for paralegals. The total amount payable during the extension period shall not exceed \$50,000.00. All other provisions of the Contractual Agreement for Legal Services dated February 18, 2015, shall remain in effect. This modification was approved by the Office of Attorney General before the Board's approval of this item.
18. **MSU** – Approved the request to modify a contract with Ware | Immigration, to provide to provide services necessary in preparing labor certification documents on behalf of MSU for its employees who seek permanent residence status and related immigration matters. This Modification #4 will extend the term of the contract for one (1) year or through March 20, 2018. The fee schedule, as outlined below, remains unchanged from the original contract. The total amount payable during the extension period shall not exceed \$50,000.00. All other provisions of the Agreement for Legal Services dated March 21, 2013 shall remain in effect.

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes		
H-1B petition	\$1500.00	
H-1B extension or amendment petitions	\$1000.00	

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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 Residents Process with Labor Certification: Faculty

\$2000.00 “Special Handling” labor certification (must be paid by University*)
 \$2500 if position must be re-advertised
\$1000.00 Additional fee if audited
\$2500.00 Immigrant petition
\$1500.00 Adjustment of status and related applications (I-765, I-131, etc.) by employee
\$750.00 Adjustment of status and related applications each spouse or child
U.S. Dept. 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 Certification: Non-Faculty

\$3000-\$4000 Labor certification (must be paid by University). Exact fee depends on difficulty of case.
\$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 related applications (I-765, I-131, etc.) by employee
\$750.00 Adjustment of status and related applications each spouse or child
**U.S. Dept. of Labor requires employers to pay all costs associated with labor certification, including legal fees and advertising costs; employees may pay other fees.*

Permanent Residence Process: Outstanding Professors and Researchers

\$5000.00 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.

Permanent Residence Process: National Interest Waiver

\$5000.00 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.

Employee’s legal fees in all cases may be paid in monthly installments, to be arranged with attorney. This Modification was approved by the Office of the Attorney General prior to the Board’s approval of this item.

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PERSONNEL REPORT

19. **EMPLOYMENT**

Jackson State University

Marvel Turner, Interim Vice President for Business and Finance – Chief Financial Officer; salary \$185,000 per annum, pro rata; E&G Funds; effective February 2, 2017

20. **CHANGE OF STATUS**

Jackson State University

- Dana Brown, *from* Interim Vice President for Business and Finance; salary \$142,449.50 per annum, pro rata; E&G Funds; *to* Associate Vice President for Business and Finance; salary \$108,949.50 per annum, pro rata; E&G Funds; effective December 31, 2016
- Tammiko Harrison, *from* Executive Director of Budget; salary \$95,599.35 per annum, pro rata, E&G Funds; *to* Comptroller & Executive Director of Budget and Financial Analysis; salary \$115,599.35 per annum, pro rata; E&G Funds; effective February 2, 2017
- Thomas Hudson, *from* EEO/Chief Diversity Officer; salary \$97,594.20 per annum, pro rata; E&G Funds; *to* Chief Operating Officer & EEO Chief Diversity Officer; salary \$160,000 per annum, pro rata; E&G Funds; effective January 1, 2017

Mississippi State University

- Judith L. Bonner; *from* Provost and Executive Vice President for Academic Affairs; salary of \$400,000 per annum, pro rata; E&G Funds; *to* Professor *with tenure* of Food Science, Nutrition and Health Promotion and Provost and Executive Vice President for Academic Affairs; no salary change; effective January 1, 2017
- Allison W. Pearson; *from* Professor and Endowed Professor of Management and Information Systems and Interim Associate Vice President for Academic Affairs; salary of \$220,000 per annum, pro rata; E&G Funds; *to* Professor of Management and Information Systems and Associate Vice President for Academic Affairs; no salary change; effective January 1, 2017

Mississippi Valley State University

- Kathie Stromile Golden; *from* Associate Vice President for Academic Affairs; salary of \$106,050 per annum, pro rata; E&G Funds; *to* Director of International Programs and Assistant to the Office of the President; salary of \$102,467 per annum, pro rata; E&G Funds and other funds; effective February 1, 2017
- Elizabeth Evans; *from* Assistant Professor of Social Sciences; salary of \$51,581 per annum, pro rata; E&G Funds; *to* Associate Vice President for Academic Affairs; salary of \$105,000 per annum, pro rata; E&G Funds; effective February 1, 2017

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University of Southern Mississippi

- Michael D. Forster; *from* Dean and Professor of Social Work, College of Health; salary of \$165,801.60 per annum (12-month), pro rata; E&G Funds; *to* Professor of Social Work; School of Social Work; salary of \$124,662.86 per annum (9 month), pro rata; E&G Funds; effective January 1, 2017
- Trenton E. Gould; *from* Professor of Kinesiology and Associate Dean, College of Health; salary of \$107,156 per annum, pro rata; E&G Funds; *to* Professor of Kinesiology and Dean, College of Health; salary of \$155,000 per annum, pro rata; E&G Funds; effective January 1, 2017

21. SABBATICAL

University of Mississippi

- Mr. Alan Arrivee; Associate Professor of Theatre Arts; *from* salary of \$62,751 per annum, pro rata; E&G Funds; *to* salary of \$31,376 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.
- Dr. Allen S. Clark; Associate Professor of Modern Languages; *from* salary of \$64,663 per annum, pro rata; E&G Funds; *to* salary of \$32,332 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Dr. Bradley L. Cook; Associate Professor of Classics; *from* salary of \$66,883 per annum, pro rata; E&G Funds; *to* salary of \$33,442 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to May 12, 2018; professional development.
- Dr. Lucien M. Cremaldi; Professor of Physics and Astronomy; *from* salary of \$146,310 per annum, pro rata; E&G Funds; *to* salary of \$73,155 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.
- Dr. Charles Clay Dibrell; Professor of Management; *from* salary of \$184,693 per annum, pro rata; E&G Funds; *to* salary of \$92,347 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.
- Dr. Joshua First; Croft Associate Professor of History and International Studies; *from* salary of \$71,301 per annum, pro rata; E&G Funds; *to* salary of \$35,651 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Mr. Tommy G. Franklin; Associate Professor of Fiction Writing; *from* salary of \$89,916 per annum, pro rata; E&G Funds; *to* salary of \$44,958 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to May 12, 2018; professional development.
- Ms. Kristy L. Gilliland; Professor of Law; *from* salary of \$190,265 per annum, pro rata; E&G Funds; *to* salary of \$71,349 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Dr. John J. Green; Professor of Sociology; *from* salary of \$116,210 per annum, pro rata; E&G Funds; *to* salary of \$43,579 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.
- Dr. Gang Guo; Croft Associate Professor of Political Science; *from* salary of \$73,284 per annum, pro rata; E&G Funds; *to* salary of \$36,642 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to May 12, 2018; professional development.

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- Dr. Vivian Ibrahim; Croft Associate Professor of History and International Studies; *from* salary of \$75,196 per annum, pro rata; E&G Funds; *to* salary of \$37,598 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018 and August 17, 2018 (or beginning of contract date) to December 31, 2018; professional development.
- Dr. Ellen Lackey; Professor of Mechanical Engineering; *from* salary of \$123,032 per annum, pro rata; E&G Funds; *to* salary of \$61,516 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to May 12, 2018; professional development.
- Dr. Christopher J. Leary; Associate Professor of Biology; *from* salary of \$72,660 per annum, pro rata; E&G Funds; *to* salary of \$36,330 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.
- Dr. Theresa Levitt; Professor of History; *from* salary of \$90,731 per annum, pro rata; E&G Funds; *to* salary of \$45,366 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to May 12, 2018; professional development.
- Dr. Sarah Jean Liljegren; Associate Professor of Biology; *from* salary of \$76,873 per annum, pro rata; E&G Funds; *to* salary of \$38,437 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Dr. Neil A. Manson; Associate Professor of Philosophy; *from* salary of \$69,402 per annum, pro rata; E&G Funds; *to* salary of \$34,701 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.
- Mr. Chris Offutt; Associate Professor of English; *from* salary of \$85,258 per annum, pro rata; E&G Funds; *to* salary of \$42,629 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to May 12, 2018; professional development.
- Dr. Igor Ostrovskii; Professor of Physics and Astronomy; *from* salary of \$88,050 per annum, pro rata; E&G Funds; *to* salary of \$44,025 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Mrs. E. Farish Percy; Professor of Law; *from* salary of \$144,778 per annum, pro rata; E&G Funds; *to* salary of \$72,389 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Dr. Arunachalam M. Rajendran; Professor of Mechanical Engineering; *from* salary of \$227,795 per annum, pro rata; E&G Funds; *to* salary of \$85,423 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Dr. Charles K. Ross; Professor of History; *from* salary of \$130,127 per annum, pro rata; E&G Funds; *to* salary of \$48,798 per annum, pro rata for sabbatical period (twelve-month contract); E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Mrs. Lisa Shaw Roy; Professor of Law; *from* salary of \$140,150 per annum, pro rata; E&G Funds; *to* salary of \$70,075 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Dr. Bradley E. Schultz; Professor of Journalism; *from* salary of \$89,900 per annum, pro rata; E&G Funds; *to* salary of \$44,950 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.
- Dr. Jodi Skipper; Assistant Professor of Anthropology; *from* salary of \$62,765 per annum, pro rata; E&G Funds; *to* salary of \$31,383 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to May 12, 2018; professional development.

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- Dr. Kenneth J. Sufka; Professor of Psychology; *from* \$120,485 per annum, pro rata; E&G Funds; *to* \$60,243 per annum, pro rata; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.
- Dr. Cristiane Q. Surbeck; Associate Professor of Civil Engineering; *from* \$103,113 per annum, pro rata; E&G Funds; *to* \$51,557 per annum, pro rata; E&G Funds; effective January 22, 2018, to May 12, 2018; professional development.
- Dr. Mary Thurkill, Associate Professor of Religion; *from* \$69,272 per annum, pro rata; E&G Funds; *to* \$34,636 per annum, pro rata; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development.
- Dr. Douglas William Vorhies, Professor of Marketing; *from* \$182,984 per annum, pro rata; E&G Funds; *to* \$91,492 per annum, pro rata; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.
- Dr. Karl Wang, Associate Professor of Accountancy Instruction; *from* \$153,109 per annum, pro rata; E&G Funds; *to* \$76,555 per annum, pro rata; E&G Funds; effective January 22, 2018, to May 12, 2018; professional development.
- Dr. Judson D. Watson III, Professor of English; *from* \$114,456 per annum, pro rata; E&G Funds; *to* \$57,228 per annum, pro rata; E&G Funds; effective August 17, 2017, to May 12, 2018; professional development.
- Dr. Jordan K. Zjawiony, Professor of Pharmacognosy; *from* \$159,346 per annum, pro rata; E&G Funds; *to* \$59,755 per annum, pro rata; E&G Funds; effective January 22, 2018, to May 12, 2018; professional development.

22. OTHER ACTION

University of Mississippi

(Correction to sabbatical dates approved February 2016)

From: Dr. Clifford Ochs, Professor of Biology; *from* \$87,391 per annum, pro rata; E&G Funds; *to* \$43,696 per annum, pro rata; E&G Funds; effective January 23, 2017, to May 13, 2017; professional development.

To: Dr. Clifford Ochs, Professor of Biology; *from* \$87,391 per annum, pro rata; E&G Funds; *to* \$43,696 per annum, pro rata; E&G Funds; effective August 17, 2017, to December 31, 2017; professional development.

FINANCE AGENDA

Presented by Trustee Christy Pickering, Chair

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

1. **UMMC** – Approved the request to enter into a Vizient Member Participation Agreement with Medical Action Industries, Inc. and its wholly owned subsidiary AVID Medical, Inc. for the purchase of customized surgical procedure trays (CPT) for adult and pediatric surgeries. As a result of this commitment, AVID will continuously produce custom packaging of the trays and ensure an uninterrupted supply of surgical trays needed for patient care through constant stocking

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of the required CPTs. Under the agreement, UMMC commits to purchase 90% of this type of product from AVID. The Agreement spans from approximately March 1, 2017, to January 31, 2019. However, should AVID's agreement with Vizient be extended, the Agreement shall renew for a total term not to exceed five (5) years, or approximately March 1, 2017, through February 28, 2022. The Board approved the term for the entire potential five (5) years. The total estimated cost over the extended term is \$26,217,864.72. UMMC has calculated a ten percent (10%) volume growth in the number of custom surgical trays used each year, as well as a ten percent (10%) pricing increase to allow for price changes when products within the trays are adjusted as requested by UMMC. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

REAL ESTATE AGENDA

Presented by Trustee Hal Parker, Chair

Trustee Hooper recused himself from voting on agenda item #1 by leaving the room before there was any discussion or a vote regarding the same. After Trustee Hooper left the room, on motion by Trustee Parker, seconded by Trustee McNair, with Trustee Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Real Estate Agenda. On motion by Trustee Parker, seconded by Trustee McNair, with Trustee Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #2.

1. **UMMC** – Approved the request to Sole Source the HVAC Controls portion of the **IHL 209-551, Main Pharmacy Renovation** project as an extension of the existing Johnson Controls system in the main pharmacy located in the basement of the East Wing. The project budget exceeds \$3 million so the university used the Request for Qualifications method for the selection of the design professional which is McCarty Co. Funds are provided within the construction project budget. The project will involve the renovation and expansion of the current hospital pharmacy to meet all the State Board of Pharmacy and the United States Pharmacopeia 797 standards to allow the pharmacy to compound intervenes and sterile products. The pharmacy is located in the basement of the main hospital and must stay active during construction. UMMC also is including the expansion and relocation of a portion of the pharmacy administration area which includes offices, conference space and open work areas. The approximate total project area is 10,000 square feet. It is in the best interest of UMMC to extend the existing Johnson Controls System as a sole source to insure the operational integrity of the existing building system. The estimated value of the existing Johnson Controls EMCS is approximately \$565,000. The probable cost of the project EMCS modifications is \$145,000 for a 26% modification. According to IHL and the Bureau of Building EMCS procurement protocol for existing systems, the EMCS can be procured by single source procurement since the portion of the work related to the new renovation is greater than 25% but less than 50% of the existing system as long as approval is obtained prior to bidding. The estimated project budget is \$3,848,518. Funds are available from UMMC SSA – Building Improvement Funds (\$3,848,518).
2. **UMMC** – Approved the request to Sole Source the HVAC Controls portion of the **IHL 209-553, Interventional Radiology Renovation** project as an extension of the existing Johnson Controls system in the Cardiovascular Building. The project budget exceeds \$3 million so the university

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used the Request for Qualification method for the selection of the design professional which is JBHM. Funds are provided within the construction project budget. This project will involve renovations and relocation of the Interventional Radiology Department to the basement of the Cardiovascular Building. The project is currently scheduled to consist of two single-pane rooms, one bi-plane room, two computed tomography (CT) machines, and one peripherally inserted central catheter (PICC) along with associated holding bays, office space and support space. The approximate area is 13,250 square feet. It is in the best interest of UMMC to extend the existing Johnson Controls System as a sole source to insure the operational integrity of the existing building system. The estimated value of the existing Johnson Controls EMCS is approximately \$657,000. The probable cost of the project EMCS modifications is \$160,000 for a 24.3% modification. According to IHL and the Bureau of Building EMCS procurement protocol for existing systems, the EMCS can and should be procured by single source procurement since the portion of the work related to the new renovation is less than 25% of the existing system as long as approval is obtained prior to bidding. The proposed project budget is \$7,759,186. Funds are available from UMMC SSA – Building Improvement Funds (\$7,759,186). **(THIS ITEM WAS MOVED FROM THE REAL ESTATE CONSENT AGENDA.)**

ADMINISTRATION/POLICY AGENDA

Presented by Commissioner Glenn F. Boyce

1. **SYSTEM** – Election of Vice President of the Board of Trustees for the Term Beginning May 8, 2017. President Rouse opened the floor for nominations for the office of Vice President of the Board. Trustee Ford Dye nominated Trustee Shane Hooper. There being no further nominations, the nominations were closed. On motion by Trustee Dye, seconded by Trustee McNair, all Trustees legally present and participating voted in the affirmative, therefore, it was

RESOLVED, that Trustee Shane Hooper was elected as Vice President of the Board for a ten-month term, beginning May 8, 2017.

INFORMATION AGENDA

Presented by Commissioner Glenn F. Boyce

ACADEMIC AFFAIRS

1. **SYSTEM** – The Higher Education Appreciation Day, Working for Academic Excellence (HEADWAE) was established by the Mississippi Legislature to honor academically talented students and faculty members of Mississippi's higher education institutions who have made outstanding contributions in promoting academic excellence. The HEADWAE recipients were honored on February 21, 2017 at the Jackson Marriott, where Dr. Rod Paige, former Secretary of Education and current Interim President of Jackson State University was the guest speaker. System honorees for 2017 are listed below.

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INSTITUTION	STUDENT HONOREE	FACULTY HONOREE
ASU	Jeremy Alexander Martin	Voletta Ann Williams
DSU	Allie Rose Parker	Sherly Lyn Stump
JSU	William Kayitare	Deidre L. Wheaton
MSU	Roxanne Leslie Raven	Rodney Pearson
MUW	Gabriella Regina Yray	Tammie Lynn Mann McCoy
MVSU	Jamal Rishun Stevenson	Oko O. Elechi
UM	Austin Jared Powell	John Michael Czarnetzky
UMMC	Benjamin Wesley Carroll	David Ronald Norris
USM	Kimberly Brooke Boisseau	Jiu Ding

2. **SYSTEM** – 2017 Improving Teacher Quality Awards. Title II, Part A of the *No Child Left Behind Act of 2001* authorizes awards to higher education state agencies to support an “Improving Teacher Quality” competitive grant program. The institutions below were awarded Title II federal grant funds for March 30, 2017 through April 30, 2018.

INSTITUTION	DISCIPLINE	AMOUNT
Delta State University	Content Area Literacy	\$97,300.00
Mississippi State University	Writing	\$97,300.00
Mississippi State University	Mathematics and Technology	\$97,300.00
Mississippi State University (M)	Literacy Integration	\$97,300.00
Mississippi University for Women	Mathematics	\$97,300.00
Mississippi Valley State University	Reading	\$97,300.00
University of Mississippi	Content Area Literacy	\$97,300.00
University of Southern Mississippi	Language Arts	\$96,823.00
University of Southern Mississippi	Mathematics	\$97,300.00
William Carey University	Teacher Leadership	\$97,139.00
MS Council for Economics Education	Economics and Mathematics	\$97,300.00
Total Awarded		\$1,070,300.00

3. **SYSTEM** – 2017 Annual Performance Reports for Mississippi Teacher Preparation Programs

TEACHER EDUCATION PROGRAM	ASU	DSU	JSU	MSU	MUW	MVSU	UM	USM
NCATE/CAEP Accreditation Achieved	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Next CAEP Accreditation Visit	Fall 2021	Fall 2020	Fall 2021	Spring 2021	Fall 2019	Fall 2020	Spring 2021	Spring 2019
Program Completers 2015-16	12	72	19	231	24	10	237	251
Total Program Completers 2015-2016:								856

REAL ESTATE

4. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the January 19, 2017 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 1.)

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LEGAL

5. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 2.)

ADMINISTRATION/POLICY

6. **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. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On January 20, 2017, Commissioner Glenn F. Boyce approved the request to renew the lease agreement between MSU and the USDA Agricultural Research Service for 30.7 acres in Pearl River County, MS to be used for government agricultural research purposes. The term of the agreement is October 1, 2016 through September 30, 2017. This is year 4 of a 10-year lease terminating in September 2023. This is a revenue generating contract. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
 - b. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On January 30, 2017, Commissioner Glenn F. Boyce approved the request to renew a lease agreement with the USDA, Animal and Plant Health Inspection Service/Plant Protection Quarantine/Center for Plant Health Science and Technology (APHIS/PPQ) for four offices and cubicles or equivalent space in the Coastal Research Extension Center for use by the USDA APHIS/PPQ in exchange for \$25,000 rent annually, 100% salary for one maintenance staff, and on-site entomological support staff. This is a revenue generating contract with a term of 36 months beginning March 1, 2016 and expiring February 29, 2020 with an option to renew. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
 - c. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. On January 30, 2017, Commissioner Glenn F. Boyce approved the request to enter into a rental agreement with LeEllen Phares for rental of her private residence by the MSU Department of Recreational Sports Outdoor Adventures Program. The Commissioner also approved the prepayment of the rental fee at a cost of \$1,884 for a period of four nights, March 13, 2017 through March 17, 2017. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

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- d. **UM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On February 7, 2017, Commissioner Glenn F. Boyce approved the request to amend the ground lease with the Chi House Corporation of Delta Delta Delta sorority. The amendment will change the property description based on a new survey and to accommodate an addition onto the existing sorority house. No other provisions of the original agreement will change. The IHL Assistant Commissioner of Real Estate and Facilities has reviewed and approved the revised property description.
- e. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On January 9, 2017, Commissioner Glenn F. Boyce approved the request to amend the lease agreement with the Humphreys County Board of Supervisors for 9,735 square feet of space in Belzoni, MS for the purpose of operating an urgent care clinic, health education sessions, and to establish an in-door walking trail. The initial term of the lease was for four years and was to begin on January 1, 2017, but delays in construction now require an amendment to the commencement date to the day upon which UMMC’s personnel first utilizes the space for carrying out normal start-up functions of the clinic. This date shall be confirmed in writing within thirty days after the actual commencement date. This lease is at no cost to UMMC. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- f. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On February 3, 2017, Commissioner Glenn F. Boyce approved the request to enter into a lease agreement with Pitney Bowes, Inc. for the rental of a postage meter at the Children’s of Mississippi Gulf Coast Clinic. The term of the lease is 60 months beginning February 1, 2017 at a cost as set out in Exhibit A of the lease agreement. The total estimated cost is \$9,583.36. This agreement will be funded by patient revenues. The proposed agreement is made available through the Mississippi Department of Finance and Administration for use by state agencies and governmental authorities. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- g. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On February 3, 2017, Commissioner Glenn F. Boyce approved the request to enter into a lease agreement with Pitney Bowes, Inc. for the rental of a postage meter at the UMMC Center for Holmes County. The term of the lease is 60 months beginning February 1, 2017 at a cost as set out in Exhibit A of the lease agreement. The total estimated cost is \$37,701.56. This agreement will be funded

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by patient revenues. The proposed agreement is made available through the Mississippi Department of Finance and Administration for use by state agencies and governmental authorities. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

- h. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On February 3, 2017, Commissioner Glenn F. Boyce approved the request to enter into a lease agreement with Pitney Bowes, Inc. for the rental of a postage meter at the Children’s of Mississippi Tupelo Clinic. The term of the lease is 60 months beginning February 1, 2017 at a cost as set out in Exhibit A of the lease agreement. The total estimated cost is \$15,418.42. This agreement will be funded by patient revenues. The proposed agreement is made available through the Mississippi Department of Finance and Administration for use by state agencies and governmental authorities. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- i. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On January 20, 2017, Commissioner Glenn F. Boyce approved the request to amend the lease agreement with Reactive Surfaces, Ltd., to increase the approximate square footage of laboratory and equipment space being leased to Reactive Surfaces, Ltd. at USM’s Accelerator to 1,707 square feet, an increase of approximately 942 square feet, for the same annual rent in the amount of \$17,580. No other provisions of the original agreement will change. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- j. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On January 20, 2017, Commissioner Glenn F. Boyce approved the request to renew an existing Outside Research Agreement between the University and Aqua Green, LLC. for the continuation of a research project to develop methods and procedures for the production of live eastern oyster eyed-larvae in an artificial contained environment. The term of this third renewal period will be for six months beginning February 1, 2017 and expiring July 31, 2017, at a total cost of \$992,004 to be paid in monthly installments of \$165,335. This rate remains unchanged from the original agreement and first and second renewals. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

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ANNOUNCEMENTS

- President Rouse noted the Campus Listening Sessions for the Jackson State University Presidential Search Committee were held Wednesday, February 15, 2017 at the Jackson State University Student Center. The majority of the trustees were able to attend. Trustee C.D. Smith, Chair of the Board Search Committee, who reported the discussions centered on the qualities and qualifications stakeholders believe the next institutional executive officer should possess. The sessions were well attended and provided good, honest input from the constituency groups. Commissioner Boyce commended Dr. Rod Paige, Interim President of Jackson State University, and the students who participated.
- President Rouse made the following announcements:
 - The next Board meeting will be March 16, 2017 at the IHL Board Office.
 - The Finance Committee will meet immediately following the Board meeting today.
 - The Health Affairs Committee will meet following the finance meeting.

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Parker, seconded by Trustee McNair, 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 | Real Estate items that were approved by the IHL Board staff subsequent to the January 19, 2017 Board meeting. |
| Exhibit 2 | Report of the payment of legal fees to outside counsel. |

EXHIBIT 1

February 16, 2017

SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE JANUARY 19, 2017 BOARD MEETING SUBMISSION DEADLINE

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

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

ALCORN STATE UNIVERSITY

1. ASU– GS 101-294 – Utility Infrastructure

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$42,022.60 and zero (0) additional days to the contract of Metro Mechanical, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, December 14, 2016

Change Order Description: Change Order #1 includes the following items: replace the existing leaking shutoff valves in the northeast corner of the first floor mechanical room; replace portions of a leaking water main in the first floor corridor of the Math and Science Building; provide new couplings, piping & insulation in the area at the leaking coupling; demolish & replace the existing gypsum board ceilings in areas; finish & paint the new gypsum board to match the existing ceiling; replace a portion of the leaking water main at the road on the east end of the Fine Arts Building; remove & replace portions of the sidewalk and drive; provide temporary disconnect & power connection to the chiller & pumps; provide a new water line & connection to the existing Fine Arts Building; replace a portion of an existing water main and branch service line serving the Student Union Building; sawcut and remove the existing asphalt paving; provide credit on a portion of the controls allowance not used; replace two (2) power poles, two (2) new disconnects at the new gas rectifiers and provide new anodes in the conventional bed at each new gas rectifier; replace an existing condensate drain pan inside AHU-3 and AHU-6 in the Math and Science Building with new stainless steel pans and the new pans to be located inside the unit cabinet under the coils.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$42,022.60.

EXHIBIT 1

February 16, 2017

Project Initiation Date: March 21, 2013

Design Professional: Atherton Consulting Engineers, Inc.

General Contractor: Metro Mechanical, Inc.

Phased Project Budget: \$2,645,702.43

Total Project Budget: \$3,846,615.33

2. ASU – IHL 201-252 – Morris-Boykin Renovation

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Durrell Design Group, LLC.

Approval Status & Date: APPROVED, December 8, 2016

Project Initiation Date: August 8, 2016

Design Professional: Durrell Design Group, LLC

General Contractor: TBD

Total Project Budget: \$1,777,500.00

DELTA STATE UNIVERSITY

3. DSU- GS 102-260 – Zeigel Hall Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$5,185,499.00 to the apparent low bidder, Roy Collins Construction Company, Inc.

Approval Status & Date: APPROVED, November 4, 2016

Project Initiation Date: October 16, 2014

Design Professional: Architecture South

General Contractor: Roy Collins Construction Company, Inc.

Total Project Budget: \$6,292,500.00

JACKSON STATE UNIVERSITY

4. JSU– GS 103-268 – Capitol Centre Improvements

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 \$123,810.00 to the apparent low bidder, Hermetic Rush Services, Inc.

Approval Status & Date: APPROVED, January 12, 2017

Project Initiation Date: November 17, 2011

Design Professional: Engineering Resource Group, Inc.

General Contractor: Hermetic Rush Services, Inc.

Phased Project Budget: \$205,433.58

Total Project Budget: \$3,565,842.00

EXHIBIT 1

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5. JSU – GS 103-277 – Library Envelope Repairs Phase II

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$28,580.00 and thirty (30) additional days to the contract of Mid State Construction Company, Inc.

Approval Status & Date: APPROVED, December 21, 2016

Change Order Description: Change Order #2 includes the following items: replace additional stone cornice & coping units; and thirty (30) days to the contract.

Change Order Justification: These changes are due to the existing pieces of stone that were cracked after they had been cleaned that needed to be replaced; and additional days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$36,648.80.

Project Initiation Date: February 20, 2014

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

General Contractor: Mid State Construction Company, Inc.

Phased Project Budget: \$1,550,000.00

Total Project Budget: \$4,550,003.00

6. JSU- GS #103-281 – Alexander Center Renovation Phase III

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$22,250.00 and zero (0) additional days to the contract of Sullivan Enterprises, Inc.

Approval Status & Date: APPROVED, November 22, 2016

Change Order Description: Change Order #1 includes the following item: add the cost difference between the controls allowance and the actual bid amount.

Change Order Justification: This change was due to the actual bid amount for the controls coming in above the allowance amount in the specifications and the difference must be added into the project.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$22,250.00.

Project Initiation Date: February 18, 2016

Design Professional: Foil-Wyatt Architects & Planners, PLLC

General Contractor: Sullivan Enterprises, Inc.

Total Project Budget: \$2,018,827.06

MISSISSIPPI STATE UNIVERSITY

7. MSU– GS 113-114 – ADS & Poultry Complex

NOTE: This is a Bureau of Building project

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by McCarty Architects, P.A.

Approval Status & Date: APPROVED, December 16, 2016

EXHIBIT 1

February 16, 2017

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 16, 2016

Project Initiation Date: April 16, 2015

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Total Project Budget: \$16,500,000.00

MISSISSIPPI UNIVERSITY FOR WOMEN

8. MUW– GS 104-184 – Fant Library Renovation, PH III

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$1,980.07 and zero (0) additional days to the contract of Anchor Construction, LLC.

Approval Status & Date: APPROVED, December 1, 2016

Change Order Description: Change Order #2 includes the following items: change the size of the 2nd storey door; install LED task lighting and related controls for six (6) work stations.

Change Order Justification: This change was due to user/owner requested modifications.

Total Project Change Orders and Amount: Two (2) change orders for a total credit amount of \$25,517.42.

Project Initiation Date: January 22, 2015

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

General Contractor: Anchor Construction, LLC

Phased Project Budget: \$1,641,252.58

Total Project Budget: \$8,249,000.00

MISSISSIPPI VALLEY STATE UNIVERSITY

9. MVSU– GS 106-253 – College Hall I Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Contract Documents

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

Approval Status & Date: APPROVED, December 16, 2016

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 16, 2016

Project Initiation Date: May 15, 2014

Design Professional: Pryor & Morrow Architects and Engineers

General Contractor: TBD

Phased Project Budget: \$4,750,000.00

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Total Project Budget: \$7,250,000.00

10. MVSU– GS 106-257 – Edna Horton Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Shafer & Associates Architects.

Approval Status & Date: APPROVED, November 22, 2016

Project Initiation Date: June 16, 2016

Design Professional: Shafer & Associates Architects

General Contractor: TBD

Total Project Budget: \$8,700,000.00

UNIVERSITY OF MISSISSIPPI

11. UM– GS 107-308 – Union Addition & Renovation

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 \$248,160.00 and zero (0) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, December 16, 2016

Change Order Description: Change Order #4 includes the following item: an allowance credit for mechanical controls.

Change Order Justification: This change was due to user/owner requested modifications.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$38,801.00.

Project Initiation Date: August 18, 2011

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

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$58,781,426.00

Total Project Budget: \$58,900,000.00

12. UM– GS 107-308.2 – Union Addition & Renovation – C101 Qdoba Buildout

NOTE: This is a Bureau of Building project

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Eley Guild Hardy Architects

Approval Status & Date: APPROVED, December 8, 2016

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 8, 2016

Project Initiation Date: August 18, 2011

Design Professional: Eley Guild Hardy Architects

General Contractor: TBD

Phased Project Budget: \$118,073.04

EXHIBIT 1

February 16, 2017

Total Project Budget: \$58,900,000.00

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

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by JBHM Architects, P.A.

Approval Status & Date: APPROVED, December 21, 2016

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 21, 2016

Project Initiation Date: June 20, 2013

Design Professional: JBHM Architects, P.A.

General Contractor: TBD

Phased Project Budget: \$29,169,248.15

Total Project Budget: \$32,000,000.00

14. UM– IHL 207-372 – South Campus Recreation Facility & Transportation Hub DEMO

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$35,962.06 and zero (0) additional days to the contract of Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, December 8, 2016

Change Order Description: Change Order #4 includes the following items: add powering & controlling of eight (8) pole lights on the south and west sides of the Whirlpool Plant.

Change Order Justification: This change was due to user/owner requested modifications.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$93,761.20.

Project Initiation Date: June 19, 2014

Design Professional: JBHM Architects, P.A.

General Contractor: Century Construction & Realty, Inc.

Phased Project Budget: \$1,314,733.90

Total Project Budget: \$32,000,000.00

15. UM – IHL 207-376.2R – STEM Building – Site Utilities Relocation REBID

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$5,200,000.00 to the apparent low bidder, Eubank Construction Company, Inc.

Approval Status & Date: APPROVED, December 21, 2016

Project Initiation Date: January 16, 2014

Design Professional: McCarty Architects, P.A.

General Contractor: Eubank Construction Company, Inc.

Phased Project Budget: \$6,689,259.40

Total Project Budget: \$8,700,000.00

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16. UM– IHL 207-389 – Vaught-Hemingway Stadium North End Zone

Approval Request #1: Change Order #10

Board staff approved Change Order #10 in the amount of \$598,411.84 and thirty-one (31) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, December 1, 2016

Change Order Description: Change Order #10 includes the following items: grading changes; contaminated soil had to be excavated, placed in lined containers & transported to a contaminated waste facility; removal of old concrete slabs & footings found beneath the existing paving; added signage at the north & south endzone restrooms; repair of the burner assembly on a boiler; rewiring & reprogramming the modsync panel; repairing the damaged burner tile; installing additional sensors; replace a broken sewer line; added guardrail between the old and new bowl; connect the fire alarm system for the north endzone to the fire alarm system in the west pressbox; relocate a portion of the sanitary sewer line; replace damaged curbing; replace high limit on a boiler and pop-off valves for each boiler; and thirty-one (31) days to the contract.

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

Total Project Change Orders and Amount: Ten (10) change orders for a total amount of \$2,603,016.28.

Project Initiation Date: August 21, 2014

Design Professional: AECOM

General Contractor: Roy Anderson Corporation

Total Project Budget: \$30,593,713.00

17. UM– IHL 207-392 – North Parking Structure

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$95,936.61 and zero (0) additional days to the contract of B.L. Harbert International.

Approval Status & Date: APPROVED, January 12, 2017

Change Order Description: Change Order #3 includes the following items: add water lines for added fire hydrants at the north & east side of the structure; manholes raised to grade, re-sealed & the holes repaired; and additional handicap ramps.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$406,995.61.

Project Initiation Date: September 26, 2014

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

General Contractor: B.L. Harbert International, LLC.

Phased Project Budget: \$33,750,000.00

Total Project Budget: \$34,550,000.00

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

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$101,526.71 and forty-eight (48) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, December 14, 2016

Change Order Description: Change Order #3 includes the following items: additional earthwork related to the sewer installation; additional steel for re-support of the existing roof trusses; add ice & water shield over the existing roof areas to receive the new roof framing; additional millwork to a work room; replace rotten plywood; remove & replace all existing standing seam metal roofing which is not included in the current project, complete with gutters, downspouts, flashings & accessories to match the new standing seam metal roofing; additional wood grain corner guard; and forty-eight (48) days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans & specifications; latent job site conditions; and additional days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$144,540.71.

Project Initiation Date: January 22, 2015

Design Professional: Foil-Wyatt Architects & Planners, PLLC

General Contractor: Barnes & Brower, Inc.

Total Project Budget: \$2,394,739.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the amount of \$294,703.00 and sixty-four (64) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, January 12, 2017

Change Order Description: Change Order #8 includes the following items: paint the galvanized steel lintel angels at all window lintels except those with limestone soffits; A/V infrastructure changes i.e. cutting & patching, new blocking, cabling, etc; add galvanized steel steps & platforms in a lecture hall; add plenum closure walls, brake metal & additional expansion joint material at the juncture of the first floor connector to the existing LRC; add automatic door operators to four (4) pairs of aluminum entry doors at the ground floor; revise the stud wall framing at the elevator doors at each floor; install owner-supplied speakers & cabling in lecture halls; install below grade waterproofing at the northeast exterior wall of the LRC where the new sidewalk abuts the building; install two (2) additional elevator pit ladders; change the power voltage to an exhaust fan from 120 to 480 volts; revise a simulation and adjacent debrief rooms into the operating room simulation; and sixty-four (64) days to the contract.

EXHIBIT 1

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

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$93,100.00.

Project Initiation Date: June 16, 2011

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

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$65,742,205.00

Total Project Budget: \$66,000,000.00

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

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$125,171.38 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, December 14, 2016

Change Order Description: Change Order #3 includes the following items: add twenty-eight (28) monitoring points in the Energy Management Control System; provide a taller door opening; modifications of the mechanical systems and related controls; grooves were cut in the existing concrete lab to install the unit doors, and stainless steel closure angles were placed around the units; fireproofing added to the south entrance canopy; a physical barrier was placed to protect the elevator personnel working within the elevator shaft; to incorporate data drops at specific wireless access points; video of four (4) existing conduits prepared to receive cabling that would be part of the primary electrical infrastructure of the campus; piling casings used at the drilled piers for the stair foundation on the south side of the building; add two (2) dampers to the supply duct; add drainage piping for cup sinks at the 3rd floor fume hoods; and add ice maker connections in a 4th floor laboratory.

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

Total Project Change Orders and Amount: Three (3) change orders for a total credit amount of \$1,157,022.05

Project Initiation Date: November 17, 2011

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Phased Project Budget: \$44,259,496.98

Total Project Budget: \$50,572,743.00

21. UMMC – IHL 209-552 – School of Medicine Infrastructure-Contract 2

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$97,890.00 and zero (0) additional days to the contract of Hemphill Construction Company, Inc.

Approval Status & Date: APPROVED, December 8, 2016

Change Order Description: Change Order #4 includes the following items: site lighting repairs at building C & D; demolition of an existing light pole; asphalt & curb patch

EXHIBIT 1

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repair on Alumni Drive; revised curb at the Ronal McDonald entrance; and additional undercut and select backfill of unsuitable soils.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$447,451.75.

Project Initiation Date: March 19, 2015

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

General Contractor: Hemphill Construction Company, Inc.

Total Project Budget: \$2,087,108.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

22. USM– GS 108-279 – Lucas Administration Envelope Repairs

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 \$232,500.00 to the apparent low bidder, Finlo Construction Company, Inc.

Approval Status & Date: APPROVED, January 3, 2017

Project Initiation Date: March 21, 2013

Design Professional: Albert & Associates Architects

General Contractor: Finlo Construction Company, Inc.

Total Project Budget: \$3,300,000.00

23. USM– IHL 208-334 – Cochran Center Theatre

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Albert & Associates Architects.

Approval Status & Date: APPROVED, December 16, 2016

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, December 16, 2016

Project Initiation Date: November 19, 2015

Design Professional: Albert & Associates Architects

General Contractor: TBD

Total Project Budget: \$2,400,000.00

24. USM – IHL 210-245 – Toxicology Building Replacement

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of \$14,648.00 and twenty-two (22) additional days to the contract of Dan Hensarling, Inc.

Approval Status & Date: APPROVED, December 16, 2016

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Change Order Description: Change Order #2 includes the following items: add 1” insulation board at 4” veneer only; change the fire alarm system; and twenty-two (22) days to the contract.

Change Order Justification: These changes are due to owner/requested modifications; and additional days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$7,907.00.

Project Initiation Date: August 21, 2008

Design Professional: Allred Architectural Group

General Contractor: Dan Hensarling, Inc.

Total Project Budget: \$4,900,000.00

EXHIBIT 2

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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 Brunini, PLLC (statement dated 12/22/16) from the funds of Mississippi State University. (This statement, in the amount of \$1,250.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 1,250.00

Payment of legal fees for professional services rendered by Perry & Winfield (statement dated 1/11/17) from the funds of Mississippi State University. (This statement, in the amount of \$3,979.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 3,979.50

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 10/1/16 and 1/1/17) from the funds of Mississippi State University. (These statements, in the amounts of \$2,500.00 and \$2,000.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE.....\$ 4,500.00

Payment of legal fees for professional services rendered by Jones|Walker (statement dated 12/13/16) from the funds of the University of Mississippi. (This statement, in the amount of \$38.99, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 38.99

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 1/6/17) from the funds of the University of Mississippi. (This statement, in the amount of \$2,085.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 2,085.00

Payment of legal fees for professional services rendered by Baker|Donelson (statement dated 12/8/16) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$54,786.38, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 54,786.38

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Payment of legal fees for professional services rendered by Bradley|Arant (statements dated 12/8/16) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$416.50 and \$147.00, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 563.50

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/11/16, 11/14/16, 11/14/16, 12/7/16, 12/7/16, 12/9/16, 12/12/16 and 12/12/16) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$6,433.50, \$2,866.50, \$8,207.50, \$122.50, \$220.50, \$23,330.50, \$759.50 and \$28,254.26, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 70,194.76

Payment of legal fees for professional services rendered by Watkins & Eager (statement dated 10/28/16) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$3,877.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 3,877.50

Payment of legal fees for professional services rendered by the Whitfield Law Group (statements dated 11/1/16, 11/1/16, 11/1/16, 11/1/16, 11/1/16 and 11/14/16) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$508.50, \$2,071.50, \$1,566.00, \$1,254.00, \$1,112.50 and \$14,276.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 20,788.50

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 12/9/16) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$864.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.....\$ 864.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/1/2017) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$20.20, \$10.90, \$2,893.92, \$396.56, \$44.11 and \$1,595.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 4,960.69

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

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/9/16) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Weed –Pelvic Floor Strength Assessment Device” - \$268.50; “Continuation –Occidiofungin Patent Application” - \$47.50 and “Live Attenuated Catfish Vaccine and Method of Making” - \$28.50.)

TOTAL DUE.....\$ 344.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/11/16, 9/14/16, 9/14/16, 10/25/16, 10/25/16, 10/25/16, 10/25/16, 11/16/16, 11/16/16, 11/16/16 and 11/16/16) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$291.50, \$28.50, \$38.00, \$104.00, \$2,462.50, \$105.00, \$2,528.00, \$2,372.00, \$26.50, \$2,592.00 and \$38.00, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.....\$ 10,586.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 12/7/16, 12/9/16 and 1/9/17) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: “Trademark Application for the Centennial Anniversary” - \$96.00; “Photocurable Thiol-Ene Gas Permeability Membranes” - \$400.00 and “Trademark Application for the Centennial Anniversary” - \$3,096.00, respectively.)

TOTAL DUE.....\$ 3,592.00

CONSENT AGENDAS

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1. MSU –REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH FRONTIER STRATEGIES, LLC

Agenda Item Request: Mississippi State University requests approval for an agreement between Mississippi State University and Frontier Strategies, LLC, for the purpose of continuing a multi-phase program of research, development and implementation of a social marketing campaign designed to improve nutrition among Supplemental Nutrition Assistance Program (SNAP) recipients in the State of Mississippi.

Contractor's Legal Name: Frontier Strategies, LLC

History of Contract: Since May 2016, Frontier Strategies has been working closely with Mississippi State University (MSU) and the Mississippi Department of Human Services (MDHS) on qualitative and quantitative research to explore Mississippi's Supplemental Nutrition Assistance Program Education (SNAP-ED) communication strategies and assess communication effectiveness. Through a previous contract with MSU which was funded by a grant from MDHS, Frontier Strategies gathered data and analyzed this data to plan an advertising and communications outreach effort targeted to SNAP recipients with key messages to affect eating, shopping and cooking choices to increase awareness and encourage healthier lifestyles.

MSU and MDHS now would like to retain Frontier Strategies to produce the advertising and communication and to place the production into the media.

Specific Type of Contract: Contract for professional services.

Purpose: This contract will allow Frontier Strategies, to produce and launch a new brand in Mississippi to promote healthy eating, shopping and cooking habits for SNAP recipients—as well as new, healthy traditions for the next generation to carry forward—by highlighting affordability, accessibility and benefits for the short and long term.

Scope of Work: In Phase 2 and 3 of this project and for the purposes of this agreement, Frontier Strategies LLC, will provide the following services:

1. Production Plan: Up to \$350,000 total

To design, produce and manage the implementation of the plan including:

- Creative Concept Development for brand identity
- Graphic Design/Layout of advertising messages for all aspects of the plan
- Layout of website components
- Interactive Development for online and social media components
- Television, radio and video production

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- Project management for implementation of the plan
- 2. Media Placement Plan: Up to \$1,400,000 total

To deliver advertising and communications messages to the target audiences including:

- Online/Social Media Advertising, up to \$420,000 for all targeted markets.
- Television Advertising, up to \$630,000 for all targeted markets.
- Radio Advertising, up to \$350,000 for all targeted markets.

Term of Contract: The agreement will become effective on the date it is executed by whichever party executes the agreement last and shall continue until September 30, 2017, at which time the agreement will automatically expire.

Termination Options: The continuance of the Contract with MSU is based upon the availability of funds. Therefore, this contract can be cancelled by MSU with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party.

MSU may terminate the Contract for Contractor's failure to comply with the Mississippi Employment Protection Act.

The Contract may be terminated by either party upon the occasion of a Force Majeure event.

Contract Amount: The requested amount is \$1,750,000 based upon the Scope of Work outlined above.

Funding Source for Contract: The contract will be funded by a subgrant between the Mississippi Department of Human Services (MDHS) and MSU. The funding source for the subgrant is the United States Department of Agriculture (USDA). The contract will not be signed until funding has been approved by USDA and MDHS.

Contractor Selection Process: Frontier Strategies, LLC, conducted the formative research to explore Mississippi's SNAP-Ed communication strategies and assess communication effectiveness. Utilizing the results of the research and their awareness of the goals and objectives of the program, Frontier Strategies, LLC, was selected to plan, develop, produce and implement advertising, public relations, media advocacy, grassroots marketing and materials to target audiences.

Staff Recommendation: Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of contracts for all other land,

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personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

2. MSU – REQUEST FOR APPROVAL OF CPA AUDITING FIRMS

Agenda Item Request: University affiliated entities request approval to engage the following CPA firms to conduct annual audits for fiscal year 2017.

Justification: As per Board Policy 301.0806 D.9., *the Certified Public Accounting (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.*

The University affiliated entities noted below request approval of the listed CPA firms.

University Affiliated Entity	CPA Firm
Mississippi State University Foundation	KPMG, LLP
MSU Bulldog Club	T.E. Lott & Co.
Mississippi State University Research & Technology Corporation	T.E. Lott & Co.
Mississippi State University Alumni Association	T.E. Lott & Co.

Staff Recommendation: Based on Board Policy 301.0806 D.9., *University Foundation/Affiliated Entity Agreements, 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. Board staff recommends approval of this item.*

3. MSU-REQUEST FOR WAIVER OF ANNUAL AUDIT REQUIREMENT

Agenda Item Request: Mississippi State University (MSU) requests a waiver of the annual audit requirement applicable to the IHL approved affiliation agreement with **MSU ASSURE Research & Development Corporation** (ARDC) for the fiscal year ending June 30, 2017.

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Justification: As per requirements stipulated in Board Policy 301.0806 D.9., staff have considered and reviewed the source documents for the following:

- The Board approved the affiliation agreement for ARDC in August 2016, and the agreement was initiated on September 1, 2016;
- ARDC's non-profit status with the IRS is pending;
- ARDC does not anticipate any significant business activity during the current fiscal year;
- Strong economic desire to reduce administrative costs; and
- Currently, there are no other financial statements.

Staff Recommendation: Based on Board Policy 301.0806 D.9., *University Foundation/Affiliated Entity agreements, Board approval is required to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds.* Board staff has reviewed the required supporting documentation related to this request and recommends approval of this item.

4. MUW – REQUEST FOR APPROVAL OF BUDGET ESCALATION

Mississippi University for Women (MUW) requests permission to escalate its **Auxiliary Enterprises Budget** for FY 2017. An escalation of \$271,317 is requested to cover projected expenses related to the university's intercollegiate athletics program.

MUW's return to intercollegiate athletics began with the hiring of an Athletic Director at the end of FY 2016. MUW budgeted \$250,000 for FY 2017 athletics in the general fund. To date, MUW has hired an assistant athletic director and four coaches. Athletic expenses through January 31, 2017 were \$141,502.

With current staffing, MUW will incur additional payroll costs of \$179,622 through June 30, 2017. With current encumbrances of \$4,366 and other estimated expenses, MUW will increase the athletics budget by \$271,317 for a total of \$521,317. Funding for the increase will come from the auxiliary bookstore fund balance. On July 1, 2016, the bookstore had a fund balance of \$521,884 and the total auxiliary fund balance was \$2,051,757.

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Mississippi University for Women			
FY 2017 Auxiliary Enterprises Budget by Major Object			
Category	Original FY 2017 Operating Budget	Revision/Escalation	Revised FY 2017 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 607,532	\$ -	\$ 607,532
Travel and Subsistence	25,106	-	25,106
Contractual Services	3,172,013	-	3,172,013
Commodities	189,526	-	189,526
Capital Outlay: Non-Equipment	-	-	-
Capital Outlay: Equipment	156,100	-	156,100
Mandatory Transfers	-	-	-
Non-Mandatory Transfers	938,415	271,317	1,209,732
Increase in Fund Balance	-	-	-
Total	\$ 5,088,692	\$ 271,317	\$ 5,360,009

Staff Recommendation: Based on Board Policy 701.06, Budget Escalations and Revisions, *all escalations to the annual budgets of the several institutions and to the annual budgets of the separately budgeted units must be submitted through the Commissioner to the Board of Trustees for approval prior to implementation.* Board staff recommends approval of this item.

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5. UM- REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT PARKER EXECUTIVE SEARCH

Agenda Item Request: The University of Mississippi Office of the Chancellor requests approval to enter into a contract with **Parker Executive Search** for assistance with filling four executive positions.

Contractor's Legal Name: **Parker Executive Search**

History of Contract: This is a new contract. A previous contract was executed for a search for the Vice Chancellor for Research and Sponsored Programs. That contract was put on hold once the Provost moved into a new role at the University. It was decided that a new Provost would want to have input on the search for a Vice Chancellor for Research and Sponsored Programs. A desired search for the Provost position along with new needs to fill positions for the Vice Chancellor for Development and Chief Information Officer led to discussions on contracting for the four searches. A determination was made to enter into a new contract for all four searches to be conducted on appropriate timelines.

Specific Type of Contract: This is a professional services contract.

Purpose: UM is seeking professional assistance to fill four positions: Vice Chancellor for Development; Provost / Executive Vice Chancellor; Vice Chancellor for Research and Sponsored Programs; and Chief Information Officer.

Scope of Work: For each search, the contractor will work with UM leadership and committee members to define position specifications, develop timelines, advertise the positions nationally in appropriate venues, review candidates, facilitate interview processes including arranging all travel and other accommodations for the candidates, help prepare the search committee for the interviews, conduct reference and appropriate background checks, follow-up with all candidates, and assist as needed with hiring negotiations.

Term of Contract: The contract will commence upon signing by the University, and continue until successful completion of the Scope of Work as outlined in the contract.

Termination Options: UM may terminate an individual search for any reason upon notice.

Contract Amount: \$290,000 for professional services, plus direct expenses (capped at 10% or \$29,000), plus actual costs for advertising, background investigations, interviews, and committee and candidate travel expenses. The estimated total is \$379,000.

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Funding Source for Contract: The funding source for this contract will be educational and general funds.

Contractor Selection Process: Prior to the University search for the position of Vice Chancellor for Diversity and Community Engagement, a request for proposals was sent to fourteen search firms. Parker Executive Search was selected to conduct the search. Through that search, the University became very confident in Parker's ability to effectively and professionally conduct executive searches required by the University.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

6. UM – REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH TEAM WASTE GULF COAST, LLC

Agenda Item Request: The University of Mississippi requests approval to enter into a contract with **Team Waste Gulf Coast, LLC**.

Contractor's Legal Name: **Team Waste Gulf Coast, LLC**

History of Contract: This is a new contract resulting from the University of Mississippi Request for Bid #9627.

Specific Type of Contract: The contract provides the service for collection and disposal of solid waste, bulk trash, construction & demolition debris and recyclable materials generated by the University of Mississippi.

Purpose: The purpose of the contract is to provide services for collection and disposal of waste materials in a timely manner when deemed necessary.

Scope of Work: The contractor will provide waste collection and disposal utilizing roll off containers and self-contained compactors with same day delivery and/or pick-up of containers for the University of Mississippi.

Term of Contract: The contract with Team Waste Gulf Coast, LLC is for one year, renewable annually not to exceed sixty (60) months in total.

Termination Options: This contract can be terminated based on unsatisfactory services and/or product, force majeure, or non-availability of funds due to a decrease or change in Legislative appropriation.

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Contract Amount: The amount of this contract with Team Waste Gulf Coast, LLC will be approximately \$220,000 per year. If renewed each year up to the total possible contract term of five years, the contract amount will be approximately \$1,100,000.

Funding Source for Contract: The funding for waste collection and disposal will be provided within the budgets of University of Mississippi Landscape Services, Athletics, Student Housing and as needed/requested by other departmental budgets within the University of Mississippi.

Contractor Selection Process: The contractor, Team Waste Gulf Coast, LLC, was selected utilizing the Request for Bid process through Procurement Services at the University of Mississippi. We received four bids and selected the lowest bidder for award.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

7. UM – REQUEST FOR APPROVAL OF CPA AUDITING FIRMS

Agenda Item Request: University affiliated entities request approval to engage the following CPA firms to conduct annual audits for fiscal year 2017.

Justification: *As per Board Policy 301.0806 D.9., the Certified Public Accounting (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.*

The University affiliated entities noted below request approval of the listed CPA firms.

University Affiliated Entity	CPA Firm
The University of Mississippi Foundation	KPMG, LLP
The University of Mississippi Alumni Association	Grantham, Poole, Randall, Reitano, Arrington & Cunningham, PLLC
The University of Mississippi Athletic Association	Grantham, Poole, Randall, Reitano, Arrington & Cunningham, PLLC
¹ The University of Mississippi Research Foundation	BKD, LLP

¹*The University of Mississippi Research Foundation request includes the approval to engage BKD, LLP to perform annual audit services for a three-year period, 2017 through 2019.*

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Staff Recommendation: Based on Board Policy 301.0806 D.9., *University Foundation/Affiliated Entity Agreements*, 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. Board staff recommends approval of this item.

8. UMMC- REQUEST FOR APPROVAL TO ENTER A LABORATORY AGREEMENT WITH ASCEND CLINICAL, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Laboratory Services Agreement with Ascend Clinical, LLC (Ascend) to provide clinical laboratory testing for End Stage Renal Disease (ESRD) patients, as well as environmental laboratory testing (water, dialysate), in order to provide UMMC's dialysis clinics with professional laboratory results. The ESRD and environmental laboratory testing cannot be performed by UMMC's Clinical Laboratory.

Contractor's Legal Name: Ascend Clinical, LLC

History of Contract: Ascend has provided services to UMMC's dialysis department since approximately 2011, when it entered into a one (1) year agreement for the services. Since 2012, UMMC has continued to utilize Ascend via purchase order on a month-to-month basis. In exchange for the two (2) year agreement, Ascend has offered to lock in discounted pricing for UMMC.

Specific Type of Contract: This is a new Laboratory Services Agreement.

Purpose: The purpose of the agreement is to provide clinical laboratory testing for End Stage Renal Disease (ESRD) patients, as well as environmental laboratory testing (water, dialysate), in order to provide UMMC's dialysis clinics with professional laboratory results. The ESRD and environmental laboratory testing cannot be performed by UMMC's Clinical Laboratory.

Scope of Work: Under the agreement, Ascend will provide:

- End Stage Renal Disease (ESRD) related laboratory services;
- Additional laboratory services, such as environmental laboratory testing (water, dialysate) and any requested staff testing;
- Transportation of specimens;
- Specimen collection supplies and equipment;
- Training to UMMC employees as needed;
- Use of laboratory's proprietary software LabCheck®; and
- Laboratory testing results.

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Term of Contract: The term of the agreement is two (2) years, beginning April 1, 2017, and ending March 31, 2019.

Termination Options: Termination options include the following:

- by either party upon written notice delivered not less than thirty (30) days prior to the end of the agreement;
- by either party in the event of a material breach when such breach remains uncured thirty (30) days after written notice for breach of the agreement has been provided;
- immediately upon Ascend's ineligibility to participate in any federal or state healthcare programs; and
- failure by Ascend to comply with the federal E-Verify Program.

Contract Amount: The cost of the two (2) year agreement is approximately \$550,000.00. Actual costs vary based upon patient volume, patient payor mix, and types of testing required for patients.

Funding Source of Contract: The agreement will be funded by hospital patient revenue.

Contractor Selection Process: UMMC does not have the means for the complete testing of the required clinical laboratory testing for End Stage Renal Disease (ESRD) patients and environmental laboratory testing. Ascend is the only vendor that can provide both clinical laboratory testing for ESRD patients and environmental laboratory testing that also is capable of interfacing with Infian, UMMC's electronic medical record for dialysis.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

9. UMMC-REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH BOSTON SCIENTIFIC CORPORATION

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Boston Scientific Corporation** for the initial purchase of equipment and commodities related to the WATCHMAN Left atrial Occlusion Device. UMMC also requests approval to purchase additional products or services or to remove products or services under the Agreement without requiring submission for Board approval, so long as there is adequate funding remaining.

Contractor's Legal Name: **Boston Scientific Corporation (Boston Scientific)**

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History of Contract: This is a new agreement.

Specific Type of Contract: Purchase agreement.

Purpose: The purpose of this agreement is to secure discounted pricing from Boston Scientific for commodities and equipment used specifically with the WATCHMAN device. The device is used in cardiac procedures to reduce the risk of thromboembolism from the left atrial appendage in patients who are at increased risk for stroke and systemic embolism.

Scope of Work: Under the agreement, Inspire will provide the following:

- provide training for UMMC's performing physicians,
- provide onsite clinical case support for all procedures when requested, and
- provide the actual number devices required per procedure up to three (3) devices and three (3) access systems for the price of one (1) procedure.

UMMC will:

- place an initial order of \$250,000 for products of varying sizes to establish inventory,
- upon the completion of a procedure, place additional orders for products in order to maintain an inventory at least equal to the initial order of \$250,000, and
- purchase a minimum of \$190,754 per quarter of other Boston Scientific products, excluding WATCHMAN products, in order to receive discounted pricing.

Term of Contract: The term of the agreement is twenty-five (25) months, May 1, 2017 through May 31, 2019.

Termination Options: The agreement may be terminated for the following:

- by either party upon thirty (30) days notice,
- for a breach, by Boston Scientific, of its representations under the agreement,
- reduction of funds,
- by either party in the event of a change in law and the parties cannot agree to an amendment to maintain compliance with those laws, and
- failure by Boston Scientific to comply with the federal E-Verify program.

Contract Amount: The total estimated cost over the twenty-five (25) month term is \$2,200,000.00. The actual contract cost will vary upon the number of procedures performed. UMMC will make an initial purchase totaling \$250,000 and, as procedures are performed, UMMC will order the appropriate products to maintain inventory equal to the initial order. Pricing is firm throughout the term of the Agreement.

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Funding Source of Contract: The agreement will be funded by patient revenues.

Contractor Selection Process: The product offered under the agreement qualify as an item for resale, which is excluded from the definition of “commodities” under Miss. Code Ann. §31-7-1(e) and exempted from procurement requirements under §31-7-13, as clarified by the Mississippi Attorney General (*see* MS AG Op., Boyce (May 15, 2015)).

Staff Recommendation: Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General’s Office. Board staff recommends approval of this item.

10. UMMC-REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH MBA MEDICAL INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **MBA Medical, Inc.** for the purchase of custom perfusion tubing packs and oxygenators for adult and pediatric cardiac surgeries, and for the maintenance/management of UMMC’s adult custom perfusion tubing pack inventory.

Contractor’s Legal Name: MBA Medical Inc. (MBA Medical)

History of Contract: This is a new agreement. The agreement with the previous supplier of the product, Medtronic USA, Inc., ended March 31, 2016. In early 2016, UMMC conducted a bid for custom tubing packs and oxygenators to obtain best pricing. MBA Medical was the selected bidder and began contract negotiations with UMMC. Since the expiration of the Medtronic agreement, UMMC has continued to purchase custom tubing packs from Medtronic and single oxygenators from MBA on an as-needed basis.

Specific Type of Contract: Purchase/Stocking Agreement.

Purpose: The purpose of the agreement is to purchase custom tubing packs and oxygenators for adult and pediatric cardiac surgeries, as well as to maintain and manage UMMC’s adult perfusion custom tubing pack inventory. This agreement will ensure UMMC an uninterrupted supply of packs needed for cardiac surgeries at UMMC.

Scope of Work: Under the agreement, MBA Medical will manufacture and supply UMMC with custom tubing packs and oxygenators for adult and pediatric cardiac surgeries and will maintain three (3) to four (4) months of stock based on UMMC’s estimated monthly usage of the products.

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UMMC must notify MBA Medical in writing of any changes to its usage requirements. UMMC agrees to purchase all remaining inventory as well as all inventory in production in the event of a termination of the agreement.

Term of Contract: The term of the agreement is for three (3) years beginning on or about April 5, 2017 through April 4, 2020.

Termination Options: The agreement may be terminated for the following:

- in the event UMMC fails to make any purchases for six (6) consecutive months without prior notice to MBA, either party may terminate the agreement,
- by either party upon thirty (30) days written notice,
- reduction of funds,
- by UMMC if a force majeure event extends beyond thirty (30) days, and
- failure by MBA Medical to comply with the federal E-Verify program.

Contract Amount: The total estimated cost over the three (3) year term is \$1,154,768.63. Product pricing will remain fixed for the three (3) year term, however the amount of product purchased will vary based on patient volume. A 20% volume increase in the amount of product purchased is included in the annual cost to account for anticipated increases in patient volume.

Estimated annual costs are as follows.

- Year 1 – \$316,672.10
- Year 2 – \$380,660.32
- Year 3 - \$457,436.21

Funding Source of Contract: The contract will be funded by hospital patient revenues.

Contractor Selection Process: MBA Medical was chosen as vendor through UMMC's Invitation for Bid 7002, which was publicly advertised in accordance with State public purchase requirements. Two (2) vendors, MBA Medical and Medtronic, submitted bids. MBA Medical as the lowest bidder was selected.

Staff Recommendation: *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000.* The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

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11. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MASTER AGREEMENT AND PRODUCT AGREEMENT WITH THERAKOS, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Agreement and Product Agreement with Therakos, Inc. (Therakos) for purchase of a CELLEX Photopheresis System and associated commodities, as well as trade in of UMMC's existing UVAR XTS Photopheresis System. Photopheresis, also known as Extracorporeal Photopheresis (ECP), is an immune modulation therapy that was approved by the FDA for the palliative treatment of the skin manifestations of Cutaneous T-Cell Leukemia (CTCL). The CELLEX System will allow UMMC to expand its established adult photopheresis program with the treatment of pediatric patients.

Contractor's Legal Name: Therakos, Inc.

History of Contract: On February 20, 2014, the Board of Trustees approved a three (3) year agreement with Therakos for the purchase of a UVAR XTS Photopheresis System and associated commodities. The UVAR XTS System was critical in allowing UMMC to establish a new photopheresis treatment program. However, at this time, the UVAR XTS has become obsolete, with the new technology offered by the CELLEX System. Additionally, the CELLEX System will allow UMMC to expand its established adult photopheresis program with the treatment of pediatric patients. In November 2016, UMMC began negotiating the new agreement with Therakos and preparing the required procurement documentation for the agreement. However, Therakos would not respond timely to negotiations, which caused a one (1) month gap between contract dates. UMMC did not make any purchases of the commodities during the period between contracts.

Specific Type of Contract: This is a new Master Agreement and Product Agreement.

Purpose: The purpose of the agreements is to purchase a CELLEX Photopheresis System and associated commodities, as well as trade in UMMC's existing UVAR XTS Photopheresis System. Photopheresis, also known as Extracorporeal Photopheresis (ECP), is an immune modulation therapy that was approved by the FDA for the palliative treatment of the skin manifestations of Cutaneous T-Cell Leukemia (CTCL). The CELLEX System will allow UMMC to expand its established adult photopheresis program with the treatment of pediatric patients.

Scope of Work: Under the agreement, Therakos will:

- Provide a new CELLEX Photopheresis System, including at no extra cost:
 - Installation
 - One (1) training session for up to four (4) operators,
 - One (1) year warranty,
 - One (1) power cord,

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- One (1) operator manual,
 - One (1) US generic accessory kit,
 - One (1) lamp assembly, and
 - One (1) case of three (3) procedural kits;
- Apply a discount of \$5,000 for the trade-in of UMMC's UVAR XTS Photopheresis System; and
- Provide procedural kits used with the CELLEX Photopheresis System.

Term of Contract: The Master Lease is for a period of five (5) years, beginning on the date of final execution of the contract, which UMMC estimates to be April 5, 2017, and ending approximately April 4, 2022. This Product Agreement is for a period of one (1) year, beginning on the date of final execution of the contract, which UMMC estimates to be April 5, 2017, and ending approximately April 4, 2018.

Termination Options:

Termination options of the Master Agreement include:

- by either party at any time upon a thirty (30) day written notice;
- immediately upon notice in the event either party is excluded or becomes otherwise ineligible to participate in a federal health care program; and
- failure of Therakos to comply with the federal E-Verify Program.

Termination options of the Product Agreement include:

- immediately by Therakos if UMMC repackages or resells a commodity kit without consent;
- by either party at any time upon a thirty (30) day written notice; and
- in the event the Master Agreement is terminated.

Contract Amount: There is no direct cost associated with the Master Agreement. The total estimated cost of the Product Agreement over one (1) year is \$500,000.00, including the purchase of the CELLEX Photopheresis System and the associated commodities. The CELLEX Photopheresis System costs \$89,000.00, but after trade-in of UMMC's existing UVAR XTS System of \$5,000, UMMC's cost of the CELLEX System is \$84,000.00. UMMC has calculated the potential cost of the associated commodities, which include kits and solutions, to be up to \$416,000.00. A breakdown of the total estimates costs of the Product Agreement is below.

CELLEX Photopheresis System	\$ 89,000.00
Trade-in for UVAR XTS System	(\$5,000.00)
Commodities for CELLEX Photopheresis System	\$ 416,000.00
Total Cost for One (1) Year	\$ 500,000.00

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Funding Source of Contract: This agreement will be funded by hospital patient revenue.

Contractor Selection Process: The Therakos CELLEX Photopheresis System and associated commodities are solely distributed by Therakos, Inc. and unavailable from any other manufacturer. In January 2017, UMMC advertised its intent to purchase the commodities as sole source in accordance with DFA regulations and received no objections.

Staff Recommendation: Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approval by the Attorney General's Office is pending receipt from UMMC of a copy of P-1 certification of sole source from DFA. Board staff approval of this item contingent upon Attorney General's receipt of the requested documentation.

12. UMMC-REQUEST FOR WAIVER OF THE ANNUAL AUDIT REQUIREMENT

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests a waiver of the annual audit requirement applicable to the IHL approved affiliation agreement with **UMMC Research Development Foundation (RDF)** for the fiscal year ending June 30, 2017.

Justification: As per requirements stipulated in Board Policy 301.0806 D.9., staff have considered and reviewed the source documents for the following:

- Both activities and assets of the RDF continue to remain low (less than \$17K as of February 2017);
- Contracting for an external audit would represent a significant expense that, at this time, does not make sound financial or business sense; and
- While RDF revenue was anticipated to significantly increase this fiscal year—and therefore potentially necessitate an audit—that significant transaction has not yet been realized and is not expected to during this fiscal year.

Staff Recommendation: Based on Board Policy 301.0806 D.9., *University Foundation/Affiliated Entity agreements*, Board approval is required to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds. Board staff has reviewed the required supporting documentation related to this request and recommends approval of this item.

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**13. JSU –MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AGREEMENT
WITH INSTRUCTURE, INC.**

The following document represents the approval of MS-ITS for the provision of a hosted Learning Management System for Jackson State University (JSU). The Attorney General's staff assigned to the MS-ITS reviews such agreements prior to execution. The Software License and Application Service Provider Agreement for Infrastructure's Canvas learning management system, related services and deliverables is between Instructure, Inc. and MS-ITS behalf of JSU.

See next page.

ITS CONTRACT ACCEPTANCE
Project 43246
For Connection

TO:

Emily Bishop
Jackson State University

RETURN TO:

Jamekia Hilliard
Dept. of Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
Phone: 601-432-8219
Fax: 601-713-6380

DATE SENT: 1/09/2017

RETURN BY: 1/16/2017

INSTRUCTIONS:

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

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

_____ without changes

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

Page Number	Correction Needed:

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

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

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

Name	Title

CONTRACT DELIVERY (SELECT ONE):

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

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

AUTHORIZED SIGNATURE / DATE

AGENCY / INSTITUTION

My signature above indicates that my agency/institution is a full party to the above-referenced contract, with or without the signature of the agency executive on the body of the contract. My agency executive understands and agrees that: (1) by virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services, and, as contracting agent, must be a party to any amendments, change orders, or termination actions for the life of this contract; (2) ITS as contracting agent is not responsible or liable for the performance or non-performance of any of agency's contractual obligations, financial or otherwise, for this contract; and (3) my agency/institution is responsible for day-to-day management of the project and contract and all business decisions pertaining thereto and must initiate any actions regarding payments, changes in scope, early termination, and invocation of any penalties defined herein, providing appropriate notification to ITS when required.

PROJECT NUMBER 43246
SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
INSTRUCTURE INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
JACKSON STATE UNIVERSITY

This Software License and Application Service Provider Agreement (hereinafter referred to as "Agreement") is entered into by and between, Instructure Inc., a Delaware corporation having its principal place of business at 6330 South 3000 East, Suite 700, Salt Lake City, Utah 84121 (hereinafter referred to as "Licensor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Jackson State University, located at 1400 John R. Lynch Street, Jackson, Mississippi 39217 (hereinafter referred to as "Licensee" and/or "JSU"). ITS and JSU are sometimes collectively referred to herein as "State."

WHEREAS, ITS on behalf of the Mississippi Community College Board (MCCB), pursuant to Request for Proposals ("RFP") No. 3692 requested proposals for the services of a contractor to host and maintain an Application Service Provider ("ASP") solution for a Learning Management System (LMS); and

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

WHEREAS, RFP No. 3692 contained a provision stating that the State reserved the right to re-use the proposal for future projects; and

WHEREAS, the State has deemed it to be in the State's best interest to use the above referenced proposal as the basis for JSU's request for the acquisition of a Learning Management System, and Licensor has agreed to provide such system to JSU;

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

ARTICLE 1 DEFINITIONS

1.1 "Active User" means JSU employees, and secondary education faculty and students actively participating on the system in any given month of operation, who shall be bound to the terms and conditions of this Agreement. Licensor does not impose a limit on the number of Active Users accessing or registering to use the system.

1.2 "Available Date" means the date upon which Licensor notifies JSU that the Software may be accessed on the Licensor's ASP server and JSU may begin acceptance testing.

1.3 "Content" means any content provided by or through Active Users for use with the Software.

1.4 "Documentation" means the published user and technical manuals and documentation that Licensor makes generally available for the Software; the help files included within the Software, and any files containing presentation materials or manuals or other related materials to train and educate Licensee and the Active Users on the use of the Software.

1.5 "Enhancements" means the corrections, updates, upgrades or new versions of the Software or Documentation that Licensor may provide to Licensee under this Agreement.

1.6 "Licensee" means Jackson State University, its employees, secondary education faculty and students and any third party consultants or outsourcers engaged by JSU who have a need to know and who shall be bound by the terms and conditions of this Agreement.

1.7 "Licensor" means Instructure Inc., and its successors and assigns.

1.8 "Products" means the Software, Documentation, Corrections, Enhancements and any copy of the Software, Documentation, Corrections, or Enhancements provided by the Licensor.

1.9 "Services" means any on-line user access, customizations, interface development, consulting, education, ASP installation, system administration, training, maintenance, support, and Help Desk services provided by Licensor to Licensee.

1.10 "Software" means the machine-readable object code version of the computer programs whether embedded on disc, tape or other media used for the management of the web-based Learning Management System (LMS) and Supported Interfaces (and any Documentation and help files within the Software), including any Enhancements provided pursuant to the maintenance and support terms identified herein.

1.11 "Software Error" means a reproducible defect or combination thereof in the Software that results in a failure of the Software when used in accordance with the Documentation. Software Errors do not include those errors caused by (a) Licensee's negligence, (b) any unauthorized modification or alteration Licensee makes to the Software, (c) data that does not conform to Licensor's specified data format, (d) operator error, or (e) use not conforming to the Licensor's supported technical environment specified in the Documentation.

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

ARTICLE 2 PERIOD OF PERFORMANCE

2.1 Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect until the Licensor completes all tasks required herein pursuant to the project work plan, including services during the five (5) year hosting term. The web-based Learning Management System (LMS), as customized for the State of Mississippi, must be implemented; fully functional; accepted by JSU, and all tasks (excluding hosting) required herein, including but not limited to development of required interfaces and training, completed on or before June 30, 2017, unless a change in this date is mutually agreed to in writing by the State and the Licensor. At the end of the five (5) year initial ASP services term, the ASP services may, upon the written

agreement of the parties, be renewed under the same terms and conditions for an additional term. One hundred and eighty (180) days prior to the expiration of the initial hosting term or any renewal hosting term of this Agreement, Licensors shall notify JSU and ITS of the impending expiration and JSU shall have sixty (60) days in which to notify Licensors of its intention to either renew or cancel the ASP services.

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

ARTICLE 3 SCOPE OF SERVICES

3.1 The Licensors agree to provide to JSU an ASP based Learning Management System (LMS) and Services and associated deliverables required to provide, host and maintain a web based application for JSU as described in this Agreement. While the scope of work for this project is defined by the contract documents set forth herein in the article titled "Entire Agreement", a summary of such work is outlined in Article 3.5 below.

3.2 The Licensors acknowledge that JSU intends to be actively involved in the day-to-day progress of the project. The Licensors agree to (a) obtain JSU's approval of all tasks and the time schedule for completion of said tasks prior to commencing performance, if not already contained in the approved project work plan; (b) make available to the State project team members all project work papers and work-in-progress for review; (c) ensure that the Licensors Project Manager works closely together with the State Project Manager, (d) provide JSU access to the host website; (e) meet with JSU on a regular basis at a mutually agreeable time, and as otherwise requested by JSU, to discuss the status of the project, and (f) if required by JSU, submit written project status reports.

3.3 The parties understand and agree that the project shall be structured with interim deliverables as set forth in the agreed upon project work plan so as to allow JSU an opportunity to accept or reject the deliverables, including but not limited to, specifications, requirement definitions, process designs, data analyses, web layouts, screen layouts, and report layouts. The actual customizations shall not begin until after JSU has communicated its conceptual approval of the results the Licensors plans to provide. JSU shall have ten (10) business days to review interim materials, which review period can only be reduced by mutual agreement of the Licensors and JSU.

3.4 It is understood by the parties that the project work plan must be in place within fifteen (15) business days of execution of this Agreement and prior to any other work being performed. Once this mutually agreed upon project work plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project work plan will define the agreed upon period of performance. The parties acknowledge that the project work plan will evolve and change from time to time upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project work plan will take precedence over any prior plans.

3.5 Licensors shall be responsible for the following:

- A. Ensuring that all deliverables are complete and accepted by JSU pursuant to the mutually agreed upon project work plan;
- B. Ensuring that the host site complies with PriorityOne of the World Wide Web Consortium's (W3C's) Web Accessibility Initiative and guidelines in Section 508 of the Rehabilitation Act that are not covered in W3C Priority;
- C. Ensuring that the site, if separately paid for, is accessible through JSU's published universal resource locator ("URL") rather than through Licensor's site address;
- D. Reviewing with JSU the Content a minimum of once a quarter to ensure that the Content remains timely and accurate and reaching an agreement with JSU as to reasonable timelines for implementing Content updates delivered to the Licensor that will be posted on the site;
- E. Tracking date sensitive items to ensure timely updates;
- F. All Content provided by the Licensee and collected by the Software shall remain the sole and exclusive property of the Licensee. Upon the termination or expiration of this Agreement, Licensor shall provide such Content in its possession to the Licensee pursuant to a mutually agreed upon release schedule;
- G. Working with JSU to achieve access rates that meet JSU's needs;
- H. Providing security for the host site that is agreeable to JSU with Licensor responsible for all necessary equipment and software related to security;
- I. Maintaining the accessibility of the site twenty-four (24) hours a day, seven (7) days a week at an uptime rate of 99% or greater, subject to the limitations set forth in this Agreement, including but not limited to, those in Article 4.4;
- J. Completing daily backups of the site;
- K. Notifying JSU at least three (3) business days prior to any anticipated service interruption, with said notice containing a general description of the reason for the service interruption;
- L. Proposing and adhering to a disaster recovery plan and providing access to such plan to the State, all at Licensor's expense;
- M. Participating with JSU in disaster recovery planning and testing based on a mutually agreed upon schedule;
- N. Maintaining the confidentiality of the data entered;
- O. Upon request, providing JSU access to all of the technical information concerning operation of the site, including but not limited to, server specifications, Internet connection information, personnel requirements and software implementations;
- P. Identifying any commercially available software, by vendor and version number, integrated into the Products and describing the particular functionality of any software that is proprietary to the Licensor;
- Q. Maintaining the host site, with the cost for such support, maintenance, and hosting for years following the initial five (5) year period not increasing annually beyond five percent (5%) or the percent increase in the consumer price index for all Urban Consumers, US City Average (C.P.I.-U) for the preceding year, whichever is less;
- R. Providing 24x7x365 support of the web site, including sub-domain support;
- S. Providing redundant internet connections;
- T. Providing Dual T1 or greater connectivity;
- U. Providing FTP and remote configuration access;
- V. Providing SSL secure server support;
- W. Upon request, providing monthly reports containing access reports and system performance data to JSU;

- X. Maintaining sufficient bandwidth and server capacity to meet JSU and Active Users' demand as it may fluctuate and increase during the term of this Agreement, and
- Y. Upon termination or expiration of this Agreement, Licensor shall export courses from Canvas and place them in a secure storage location to be provided by JSU. Courses shall be exported in the Canvas Common Cartridge format. The export process would be completed within eight (8) weeks of notification of termination without charge to JSU. Also, during the term of this Agreement and for three (3) months after expiration or termination, JSU may export its content by using the export feature within the Software.

3.6 In the event Licensor creates any revisions to or upgrades of the system, Licensor shall provide Licensee release notes of such revision or upgrade, and shall, upon request of Licensee, furnish such revision or upgrade to Licensee free of charge as part of the ASP fees.

ARTICLE 4 SCOPE OF LICENSE AND HOSTING SERVICES

4.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable license to access the Software over the Internet and to use it for Licensee's business operations and use it on the Licensor's host server for the initial term of the Agreement and any subsequent renewal hosting terms in accordance with, and subject to, the terms and conditions set forth in this Agreement. Licensee and Active Users are granted access to the Software with an annual availability percentage of 99.9% over a trailing 365 day period (excluding scheduled outages, force majeure, and outages that result from any JSU or User technology issue). If JSU has been using the Software for less than 365 days, the preceding 365 days will be used and any days prior to JSU's use of the Software will be deemed to have had 100% availability. Any unavailability occurring prior to a successful credit claim cannot be used for any future claims.

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

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

4.4 JSU is eligible for a service credit if the annual availability percentage drops below 99.9% for the preceding 365 days from the date of a service credit claim. Maximum amount of the credit/refund is 1/12 of the annual subscription fee for a twelve (12) month period. For example, if a customer pays \$12,000 for its annual subscription fee and the availability falls below 99.9% in a certain month, the maximum amount of credit a customer shall receive is \$1,000.

To qualify for a service credit, JSU must send an email to Licensor at sla-request@instructure.com within the month JSU becomes eligible for the credit or 30 days after. JSU must also include the following information: (i) Licensor name and contact information, (ii) date and beginning/end time of the outage, (iii) a brief description and characteristics of the outage and (iv) the end user location and internet service provider used to access the Software. This credit is calculated by taking the number of hours that the Software was unavailable below the warranty, and multiplying it by 3% of 1/12 the annual subscription fee.

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

4.6 The use of the Software by Active Users will be governed solely by the terms and conditions of this Agreement and, to the extent they do not violate Mississippi law, the Terms of Use document on Licensors website. The parties agree that in the event of a conflict between the terms and conditions of this Agreement and the Terms of Use document on Licensors website, this Agreement shall prevail.

4.7 Licensors acknowledges that the Content is and shall remain the sole and exclusive property of Licensee. JSU grants Licensors the right to use the Content solely for the purpose of performing under this Agreement. Further, Licensors acknowledges that the Content may contain valuable trade secrets of Licensee and Licensors agrees to maintain the confidentiality of the Content and shall not make the Content publicly available except as may be necessary in performing the ASP Services.

4.8 Licensee acknowledges that the Software Products shall remain the exclusive property of Licensors. Licensee agrees that except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer any of the Software without the prior written consent of Licensors.

ARTICLE 5 DELIVERY; RISK OF LOSS, AND ACCEPTANCE

5.1 Licensors shall deliver, install, and make available the Software and Documentation to the Licensors hosting environment, except as otherwise specified, and pursuant to the delivery schedule mutually agreed to by the parties.

5.2 Licensors shall assume and bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout Licensors possession thereof.

5.3 JSU shall have thirty (30) calendar days after the Available Date to evaluate and conduct the final acceptance testing of the Software to confirm that it performs without any defects and performs in accordance with the requirements of this Agreement. JSU shall immediately thereafter notify Licensors of any defects in the Software, which must be corrected. Thereafter, Licensors shall have ten (10) business days in which to either repair or replace the defective Software unless both parties agree to extend this period, all at Licensors expense. In the event Licensors is unable to repair or replace the Software within this ten (10) day period, JSU may terminate this Agreement pursuant to the Termination Article herein.

ARTICLE 6 CONSIDERATION AND METHOD OF PAYMENT

6.1 The total compensation to be paid to the Licensors by JSU for all development, maintenance and ASP services, customizations, products, travel, performances and expenses under this Agreement shall not exceed the specified sum of \$891,416.00, and shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A.

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

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

ARTICLE 7 WARRANTY

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

7.2 Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 3692 and Licensor's Proposal, as accepted by the State, in response thereto.

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

7.4 During the term of this Agreement, the Licensor represents and warrants that its Services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such Services and

shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, Licensor shall perform the Services again, at no cost to the State, or if Licensor is unable to perform the Services as warranted, Licensor shall reimburse the State the fees paid to Licensor for the unsatisfactory Services.

7.5 Licensor represents and warrants that neither the Software, nor Enhancements shall contain a disabling code, lockup program or device. Licensor further agrees that it will not, under any circumstances including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Software, or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee's business. For any breach of this warranty, Licensor at its expense shall use commercially reasonable means to, within ten (10) business days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code, lockup program or device.

7.6 Licensor represents and warrants that neither the Software, nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Licensor at its expense shall use commercially reasonable means to, within five (5) business days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus, and shall be responsible for repairing, at Licensor's expense, any and all damage done by the virus to Licensee's site.

7.7 The Licensor represents and warrants that, upon completion of the project, the Licensor, and all subcontractors, if any, shall convey to JSU copies of all interim reports, cost records, data collection forms, and any working papers that support the final acceptance.

7.8 Licensor represents and warrants that it has obtained all necessary rights to permit use of the graphics on the site and that the Licensor shall provide JSU with evidentiary proof of graphic licenses and releases. Further, the Licensor represents and warrants that all Licensor-supplied graphics and content contains no scandalous or libelous material.

7.9 The Licensor represents and warrants that the deliverables provided to JSU under this Agreement, and their use by Active Users, will not infringe or constitute an infringement of any copyright, patent, trademark, servicemark, trade secret or other proprietary right of any person or entity. Licensee agrees that it will promptly notify Licensor in writing of any such claim or action of which it has knowledge, and that it will cooperate fully in the defense and investigation of the claim by supplying Licensor all relevant information currently available and in its possession, all at Licensor's expense. Licensor shall, to the extent authorized by Mississippi law, have sole control over the defense or settlement of any such claim or action. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or the State which involve the deliverables or other items provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages and judgment finally awarded against the State. If, in any such suit arising from such claim, the continued use of the items for the purpose intended is enjoined or threatened to be enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) procure for the State the right to continue using such items, or (b) modify or replace them with non-infringing items with equivalent functionality, or, to the extent

(a) or (b) cannot be done despite Licensor's commercially reasonable efforts, (c) refund to the State the fees previously paid by the State for the infringing Products. Said refund shall be paid within ten (10) business days of notice to the State to discontinue said use. In addition to the foregoing, the Licensor shall indemnify the State in accordance with the provisions of Article 18 herein.

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

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

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

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

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

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

7.16 FERPA Compliance Warranty: Licenser represents and warrants that it will comply with all applicable provisions of the Family Educational Rights and Privacy Act, as amended ("FERPA"), and other laws with respect to its activities under this Agreement, including without limitation, Licenser's obligations under FERPA as a "school official" and FERPA's "legitimate educational interests" limitation on use or disclosure of education records. Licenser will implement reasonable and typical administrative, technical, and physical safeguards to secure its facilities and systems from unauthorized access, and to secure the Licensee confidential information and data. Licenser agrees: to abide by FERPA's limitations on re-disclosure of personally identifiable information in education records; to not use or disclose education records created or received from, by, or on behalf of Licensee or its students for any purpose other than the purpose for which such disclosure is made; and to not use or disclose such education records except as permitted by this Agreement, as required by law, or as authorized by Licensee in writing.

ARTICLE 8 EMPLOYMENT STATUS

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

8.2 Licenser represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not

be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Licensee.

8.3 Any person assigned by Licensor to perform the Services hereunder shall be the employee of Licensor, who shall have the sole right to hire and discharge its employee. Licensee may, however, direct Licensor to replace any of its employees under this Agreement.

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

ARTICLE 9 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

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

ARTICLE 10 MODIFICATION OR RENEGOTIATION

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

ARTICLE 11 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

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

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

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

11.4 Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and

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

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

ARTICLE 12 AVAILABILITY OF FUNDS

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

ARTICLE 13 TERMINATION

13.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) calendar days written notice unless the breach is cured within said thirty (30) day period; (c) JSU may terminate the Agreement in whole or in part without the assessment of any penalties upon ten (10) calendar days written notice to Licensor if Licensor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) JSU may terminate this Agreement in whole or in part without the assessment of any penalties after giving thirty (30) calendar days written notice specifying the effective date thereof to Licensor in the event: (i) Licensor sells its company to another company without the prior written approval of JSU; or (ii) there are excessive instabilities in the Software, which are defined as complete inaccessibility of Software occurring for a consecutive twenty-four (24) hour period for more than two (2) separate times every calendar month or if the uptime annual availability percentage (calculated on a trailing 365 day period) drops below 95%. The provisions of this Article 13 do not limit either party's right to pursue any other remedy available at law or in equity.

13.2 In the event JSU terminates this Agreement, Licensor shall receive just and equitable compensation for Services rendered by Licensor and accepted by JSU prior to the termination.

Further, upon termination of this Agreement, Licensor shall refund any and all applicable unexpended prorated annual ASP fees previously paid by Licensee.

ARTICLE 14 GOVERNING LAW

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

ARTICLE 15 WAIVER

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

ARTICLE 16 SEVERABILITY

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

ARTICLE 17 CAPTIONS

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

ARTICLE 18 HOLD HARMLESS

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

ARTICLE 19 THIRD PARTY ACTION NOTIFICATION

Licensor shall notify JSU in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or JSU by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to JSU shall be considered a material breach of this Agreement and JSU may,

at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 20 AUTHORITY TO CONTRACT

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

ARTICLE 21 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Jackson State University's address for notice is: Ms. Emily Bishop, Director of Academic IT, Jackson State University, 1400 John R. Lynch Street, Jackson, Mississippi 39217. The Licensors address for notice is: Ms. Estelita Young, Senior Enterprise Director, Instructure Inc., 6330 South 3000 East, Suite 700, Salt Lake City, Utah 84121. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 22 RECORD RETENTION AND ACCESS TO RECORDS

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

ARTICLE 23 INSURANCE

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

ARTICLE 24 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Licensors and Licensee, shall be decided by the Executive Director of ITS or

his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 25 COMPLIANCE WITH LAWS

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

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

ARTICLE 26 CONFLICT OF INTEREST

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

ARTICLE 27 SOVEREIGN IMMUNITY

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

ARTICLE 28 CONFIDENTIAL INFORMATION

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

28.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders

thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for any such confidential exhibits so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

28.3 Confidential information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the confidential information. The Recipient may disclose confidential information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

28.4 The parties understand and agree that effective July 1, 2015, pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 29 EFFECT OF SIGNATURE

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

ARTICLE 30 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All Content collected by the Software shall be the property of Licensee. Licensor may use the Content only in the performance of this Agreement, unless otherwise agreed upon between the parties. Licensee acknowledges that the Products shall remain the exclusive property of Licensor and are excluded from this Article.

ARTICLE 31 NON-SOLICITATION OF EMPLOYEES

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

ARTICLE 32 ENTIRE AGREEMENT

32.1 This contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto, including all terms of any "shrink-wrap", "click-wrap" or "browse-wrap" license of the Software. The RFP No. 3692, and Licensor's Proposal, as accepted by the State, in response thereto are hereby incorporated into and made a part of this Agreement.

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

- A. This Agreement signed by the parties hereto;
- B. Any exhibits attached to this Agreement;
- C. RFP No. 3692 and written addenda, and
- D. Licensor's Proposal, as accepted by the State, in response to RFP No.3692.

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

ARTICLE 33 STATE PROPERTY

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

ARTICLE 34 SURVIVAL

Articles 7, 14, 18, 22, 27, 28, 30, 31, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 35 DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE 36 SPECIAL TERMS AND CONDITIONS

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

ARTICLE 37 STATUTORY AUTHORITY

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

ARTICLE 38 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

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

ARTICLE 39 SOFTWARE SUPPORT AND MAINTENANCE

As part of the Software support and maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in RFP No. 3692 and the Licensor's Proposal in response thereto. Licensor shall provide Licensee with Enhancements to the Software as they are made generally available from time to time. Notwithstanding any other provisions of this Agreement, Licensor shall provide support only with respect to the then-current generally available version of the Software. Licensor shall provide Premium support for the Service as set forth in the attached Exhibit B.

ARTICLE 40 FORCE MAJEURE

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

ARTICLE 41 LICENSEE RESPONSIBILITIES

JSU (a) is responsible for JSU Content and Active User activity in its account in the Service; (b) will use reasonable efforts to keep its passwords secure and confidential, and notify Licensor of any known unauthorized access; and (c) may use the Services only in accordance with applicable law and this Agreement.

ARTICLE 42 LICENSEE RESTRICTIONS

Licensee may not, and will take reasonable steps to see that each Active User does not:

- (a) sell, resell, rent or lease the Service;
- (b) use the Services, for non-Licensee educational purposes, to store or transmit infringing, unsolicited marketing emails, libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, or otherwise objectionable, unlawful or tortious material, or any other material in violation of a third-party right;
- (c) use the Services to harm or impersonate any person, or for any commercial purpose;
- (d) interfere with or disrupt the integrity or performance of the Service; or
- (e) attempt to gain unauthorized access to the Service or their related systems or networks.

ARTICLE 43 THIRD PARTY LINKS/SERVICE DISCLAIMER

The Service may contain links to third party web sites (including without limitation, links provided by instructors) or access third-party services (including without limitation, turnitin.com and Google docs). Such sites and services are not under the control of Licensor, and Licensor is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or services.

ARTICLE 44 PUBLICITY

JSU agrees to act as a reference account that will, upon Licensor's reasonable request, provide Service-related comments to the press, potential investors, and current or prospective customers and participate in Service-related case studies. JSU agrees to issue joint press releases with Licensor regarding the Service, as mutually agreed upon by Licensor and JSU. JSU agrees to allow Licensor to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with JSU's trademark guidelines and policies.

ARTICLE 45 LIABILITY

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

ARTICLE 46 TRANSPARENCY

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

Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

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

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

Instructure Inc.

By: _____
Authorized Signature

By: _____
Authorized Signature

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

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A

Item	Metric	Quantity	Price	Extended Cost
Annual Canvas Cloud Software License				
Year 1 (2/1/2017-1/31/2018)	FTE	8,500	\$13.00	\$110,500.00
Year 2 (2/1/2018-1/31/2019)	FTE	8,500	\$13.65	\$116,025.00
Year 3 (2/1/2019-1/31/2020)	FTE	8,500	\$14.33	\$121,805.00
Year 4 (2/1/2020-1/31/2021)	FTE	8,500	\$15.05	\$127,925.00
Year 5 (2/1/2021-1/31/2022)	FTE	8,500	\$15.80	\$134,300.00
Software License Subtotal:				\$610,555.00
Annual 24x7				
Year 1 (2/1/2017-1/31/2018)	20% of subscription fee			\$22,100.00
Year 2 (2/1/2018-1/31/2019)	20% of subscription fee			\$23,205.00
Year 3 (2/1/2019-1/31/2020)	20% of subscription fee			\$24,361.00
Year 4 (2/1/2020-1/31/2021)	20% of subscription fee			\$25,585.00
Year 5 (2/1/2021-1/31/2022)	20% of subscription fee			\$26,860.00
Hosting & Support Subtotal:				\$122,111.00
Tier 1 Support				
Year 1 (2/1/2017-1/31/2018)		8,500	\$3.50	\$29,750.00
Year 2 (2/1/2018-1/31/2019)		8,500	\$3.50	\$29,750.00
Year 3 (2/1/2019-1/31/2020)		8,500	\$3.50	\$29,750.00
Year 4 (2/1/2020-1/31/2021)		8,500	\$3.50	\$29,750.00
Year 5 (2/1/2021-1/31/2022)		8,500	\$3.50	\$29,750.00
Tier 1 Support Subtotal:				\$148,750.00
Total:				\$881,416.00

Item	Metric	Quantity	Price	Extended Cost
Canvas Cloud Software License				
Implementation		1	\$9,500.00	\$9,500.00
Tier 1 Support Setup		1	\$500.00	\$500.00
Total:				\$10,000.00
Other:				
Warranty			\$0.00	included
Maintenance			\$0.00	included
Training - online			\$0.00	included
Hosting and Technical Support			\$0.00	included
Total 5 Year Lifecycle Cost:				\$891,416.00

EXHIBIT B

SUPPORT PACKAGES

The Basic Support Package is included in the Canvas Cloud subscription fee. Advanced and Premium support packages are offered at additional cost. Table 1 describes and provides the pricing for Instructure's support packages. Note that Support Services may change, but the Support Services will not materially degrade during the term of the Agreement.

	BASIC	PREMIUM	PREMIUM + Tier 1
Tier 1 Support	Institution provides Tier 1 help desk for all users	Institution provides Tier 1 help desk for all users	Canvas provides Tier 1 help desk for all users.
Phone Support for LMS Admins	Admins can call Canvas Support from 6:00 a.m. – 6:00 p.m. local M- F. Admins can escalate Canvas Support tickets in Zendesk.	Admins can call Canvas Support 24/7/365. Admins can escalate Canvas Support tickets in Zendesk.	Admin can call Canvas Support 24/7/365. Tier 1 Support by Instructure's Support team provides first-line help desk support to address and resolve end user issues such as logging into Canvas, questions about Canvas features and functions, and resolving of the operational problems. All users can contact Instructure's Tier 1 Support staff 24/7 through online ticket submission, chat, e-mail, or phone. The institution's LMS administrator(s) have access to all end-user submitted tickets and monthly usage reports. Instructure's Tier 1 Support can be made accessible through the institution's own branded support portal. Customers are not charged on a per-ticket or per-incident basis. There are also no charges for overages.

	BASIC	PREMIUM	PREMIUM + Tier 1
Web Form/Email support – SLAS (80% within Time Show)	Two business days response time	Eight hours response time	One for webform / email tickets; 60 seconds for phone calls; 120 seconds for live chat
Number of Admins	One *	Three*	Three*
Online Canvas Help Center	24/7/365	24/7/365	24/7/365
Canvas Community Access	24/7/365	24/7/365	24/7/365
Cost	Included	20% of annual subscription fee or \$2,500 minimum	\$3.50 per FTE or Enrollment (or a minimum of \$2,500) \$500 one time setup fee

*More available at \$500 / license / year

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
February 16, 2017
Page 18 of 18

**14. USM – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AGREEMENT
WITH INSTRUCTURE, INC.**

The following document represents the approval of MS-ITS for the provision of a hosted Learning Management System for the University of Southern Mississippi (USM). The Attorney General's staff assigned to the MS-ITS reviews such agreements prior to execution. The Software License and Application Service Provider Agreement for Infrastructure's Canvas learning management system, related services and deliverables is between Instructure, Inc. and MS-ITS behalf of USM.

See next page.

Memorandum

To: Craig P. Orgeron, Ph.D.

Date: February 9, 2017

Re: Recommendation for the RFP No. 3692-43097 for the acquisition of Canvas Learning Management System for **UNIVERSITY OF SOUTHERN MISSISSIPPI (USM)** Office Of Online Learning

I. BACKGROUND

The University of Southern Mississippi (USM) has been a Blackboard client for the last six years. For the last few years, Blackboard has continued to add tools to their Learning Management System (LMS) while also increasing their fees.

USM has been searching for alternative solutions to reduce their cost for an LMS. In August 2012, ITS on behalf of the Mississippi Community College Board released RFP No. 3692 seeking a vendor to provide a hosted Learning Management System. In December 2012, the award was made to Instructure, Inc. ITS solicitations contain language that the State reserves the right to evaluate the awarded proposal along with resulting contractual terms, for possible use in future projects.

After extensive research including ease of use, available tools, third party integration, retention factors, and price, USM would like to migrate from Blackboard's LMS to Instructure's LMS Canvas. USM is requesting to enter into a contract with Instructure, Inc. for a period of five years.

USM has prepared the attached Business Case for this project.

II. RECOMMENDATION

The staffs of ITS and USM jointly recommend the selection of Instructure Inc. to provide the Canvas Learning Management System at a total 5-year lifecycle cost of \$1,440,047.41.

III. SOURCE OF FUNDS

The University will fund this project.

Jamekia Hilliard, Technology Consultant

Attachment: Business Case for IT Projects

BUSINESS CASE FOR IT PROJECTS

PROJECT IDENTIFICATION

Agency/Division	The University of Southern Mississippi/ Office of Online Learning
Project Manager	Tom Hutchinson
Project Number and Name	43097 - Canvas Learning Management System

BACKGROUND / CURRENT SITUATION / BUSINESS NEED FOR THE PROJECT

The University of Southern Mississippi (USM) has used the Blackboard Learning Management System (LMS) for six years. The current agreement with Blackboard will expire on September 30, 2017.

Due to increased pricing and additional fees in recent years, the University began researching other available LMS products and determined that the best option would be to migrate to the Instructure Canvas LMS. Decision factors included ease of use, available tools, third party integration with existing University software, retention factors, and price. The pricing for Canvas is an all-in-one solution; whereas, Blackboard tools are at an additional cost. The additional features include the ability to make global changes, analytics, adequate storage, and integrated voice tools.

Another key factor was retention and ease of transition for students. Mississippi Community Colleges have standardized by using the Canvas LMS and Southern Mississippi has a large number of transfer students. A majority of these students transfer from state community colleges. In addition to transfer students, many Mississippi high school students use Canvas for college credit courses and take courses offered by Mississippi State University's Research and Curriculum Unit. The use of Canvas should improve retention by removing the learning curve associated with becoming acclimated to a new learning management system.

PROPOSED SOLUTION

The University is requesting ITS approval to utilize the ITS RFP No. 3692 awarded contract with Instructure for Canvas LMS at a total cost of \$1,440,047.41 for five years.

The University has worked closely with the Canvas consulting team to determine the best solution and would like to purchase the standard Canvas package with the addition of Tier 1 support and course migration - based on 6,000 courses. This package will provide the additional tools needed to meet the expectations of the University administration for the growth and support of online learning. Additionally, the tools within Canvas will eliminate the need for manual customization and improve efficiency for the infrastructure support team, the students, and faculty.

PROJECT GOALS OR OBJECTIVES

The overarching goal is to eliminate manual processes, improve efficiencies, decrease cost, increase access to necessary tools for the improvement of student retention, and provide a stable

foundation for the full implementation of existing applications and additional third party tools in the future. This proposed solution would provide a more effective use of delivered functionality from the vendor, and eliminate numerous manual, customized processes requiring many hours of staff time.

CRITICAL SUCCESS FACTORS

Migration to a new learning management system will be challenging; however, the University will rely on the expertise of Instructure for the transition from Blackboard to Canvas, as well as the USM iTech Department for integration with other existing applications.

It is critical to the success of the project that the Canvas migration and implementation be completed with minimal impact on the students, faculty, and staff. Even though the current Agreement with Blackboard expires on September 30, 2017, the University anticipates the continued use of Blackboard until the Canvas implementation is complete.

RISKS

Risks include the inability to fully implement and integrate Starfish, software recently purchased by the University to be used for communication between students and faculty, advisors and administration, and tracking retention data on a regular basis. A secondary risk would be an eventual negative outcome if the project is not fully implemented by September 30, 2017, as this would result in an additional payment to Blackboard.

DEPENDENCIES

The University must continue to use and operate the Blackboard LMS until the Canvas LMS implementation is complete.

COLLABORATION

The University will utilize the contract awarded from RFP No. 3692 issued on behalf of the Mississippi Community College Board for the acquisition of a LMS for use throughout the Mississippi Community and Junior College system. The goal of this acquisition was to find the best provider to ensure that current, long-term, and strategic goals could be accomplished, and that total expenditures would decrease.

IMPACT IF NO ACTION TAKEN

In the event this request is not approved, efficiency and growth of online teaching and learning will be limited through the continuation of manual processes and manual customization of the existing product. The University expects that costs associated with the current LMS will continue to increase over the next five years. Additionally, the full implementation and integration of Starfish will not be possible, thereby creating additional manual processes and inefficiencies.

TECHNICAL ENVIRONMENT AND HOSTING

The University will utilize cloud-based hosting, which is in place and maintained by Instructure.

FUNDING

The University funds will pay for this project.

PROJECT COST / RESOURCE ESTIMATE SUMMARY

Description	Amount
One-time fee for Standard Implementation, Tier 1 Support Setup, Course Migration (6000 Courses)	\$18,500.75
Canvas Cloud Subscription, 24x7 Support, Tier 1 Support for Five Years	\$1,421,546.66
Total	\$1,440,047.41

The total cost of the current request is \$1,440,047.41 for five years.

COST BENEFIT ANALYSIS / RETURN ON INVESTMENT

Cost Savings:

The University has spent \$3,122,793.69 with Blackboard in the past six years. Compared to the proposed cost of \$1,440,047.41 for Canvas LMS for five years, The University anticipates a cost savings of approximately \$1,672,746.28.

Additional Benefits:

- Decrease staff time necessary to perform manual customization
- Increased ability to track student retention while maintaining current customizations
- Easier transition for students using Canvas LMS in Mississippi high schools and community colleges

ALTERNATIVES TO THE PROPOSED SOLUTION

Other Options Considered	Reasons for Rejecting Alternative Solution
Option 1: Continue the contract with Blackboard	<ul style="list-style-type: none">• Cost – Instructure Cost is approximately half the price of the Blackboard LMS• Student Transition – Mississippi Community Colleges currently use the Canvas LMS• Additional features – Analytics, integrated voice tools, ease of use, third party integration

**INCLUSION OR EXCLUSION OF CERTAIN CONTRACTUAL PROVISIONS
FOR**

43097 University of Southern Mississippi Canvas

TO BE COMPLETED BY CUSTOMER AGENCY:

Name (for Contract Notice): Paige Strickland Title: Director, Technology Finance & Administration
Telephone Number: 601-266-4007 E-Mail: paige.strickland@usm.edu

Please read the following statements, select one in each category, sign and date the form. Please note that not every provision is relevant to every contract. Discuss any questions with your staff attorney and/or your ITS Technology Consultant.

Return the completed form to Jamekia Hilliard

ITS/ISS, 3771 Eastwood Drive, Jackson, MS 39211

Phone: 601-432-8219, Fax: 601-713-6380, E-mail: Jamekia.Hilliard@its.ms.gov

Liquidated Damages:

☐ I do want to include a "Liquidated Damages" provision in our contract. The amount requested is \$_____ per day.

☒ I do not want to include a "Liquidated Damages" provision in our contract.

Performance Bond or Irrevocable Letter of Credit:

☐ I do want to require the vendor to post a "Performance Bond/Irrevocable Letter of Credit." The amount of the Performance Bond/Irrevocable Letter of Credit should be \$_____. Circle whether you want a performance bond or an irrevocable letter of credit.

☒ I do not want to require the vendor to post a "Performance Bond/Irrevocable Letter of Credit."

Hold Back:

☐ I do want to include a "Hold Back" provision in our contract. The amount of the retainage requested is _____% of each deliverable/milestone.

☒ I do not want to include a "Hold Back" provision in our contract.

Personnel Assignment Guarantee:

☐ I do want to include a "Personnel Assignment Guarantee" provision in our contract.

☒ I do not want to include a "Personnel Assignment Guarantee" provision in our contract.

Source Code Protection:

☐ I do want to include a "Source Code Protection" provision in our contract.

☒ I do not want to include a "Source Code Protection" provision in our contract.

Change Order Rate and Procedure:

☐ I do want to include a "Change Order Rate & Procedure" provision in our contract.

☒ I do not want to include a "Change Order Rate & Procedure" provision in our contract.

American Recovery & Reinvestment Act (ARRA) Funds

☐ YES: This project is funded in whole or in part by ARRA funds.

☒ NO: This project does NOT include ARRA funds.

Davis-Bacon Act

☐ YES: This project involves the construction, alteration, or repair of public buildings and federal funds are being used.

☒ NO: This project does NOT involve the construction, alteration, or repair of public buildings and federal funds are NOT being used.

Source of Funds/Special Terms

☐ YES: This project uses funds from a federal program or other source requiring special compliance terms, conditions or warranties. Please specify the source and attach a copy of any required compliance terms.

☒ NO: This project does NOT use funds from a federal program or other source requiring special compliance terms, conditions or warranties.

NOTE: ITS is NOT responsible for ensuring compliance with any guidelines, conditions, or requirements for any funding source.

Authorized Signature for Customer Agency: Steve Ballew

Printed Name: Steve Ballew

Title: Director of Procurement & Contract Services Date: 19 January 2017

EXHIBIT A-1

Item	Metric	Quantity	Price	Extended Cost
Annual Canvas Cloud Software License				
Year 1 (4/1/2017-3/31/2018)	FTE	13,283	\$13.50	\$179,321
Year 2 (4/1/2018-3/31/2019)	FTE	13,283	\$14.17	\$188,220
Year 3 (4/1/2019-3/31/2020)	FTE	13,283	\$14.89	\$197,784
Year 4 (4/1/2020-3/31/2021)	FTE	13,283	\$15.63	\$207,613
Year 5 (4/1/2021-3/31/2022)	FTE	13,283	\$16.41	\$217,974
Software License Subtotal:				\$990,912
Annual 24x7				
Year 1 (4/1/2017-3/31/2018)	20% of subscription fee	1	\$35,864	\$35,864
Year 2 (4/1/2018-3/31/2019)	20% of subscription fee	1	\$37,644	\$37,644
Year 3 (4/1/2019-3/31/2020)	20% of subscription fee	1	\$39,557	\$39,557
Year 4 (4/1/2020-3/31/2021)	20% of subscription fee	1	\$41,523	\$41,523
Year 5 (4/1/2021-3/31/2022)	20% of subscription fee	1	\$43,595	\$43,595
Hosting & Support Subtotal:				\$198,183
Tier 1 Support				
Year 1 (4/1/2017-3/31/2018)		13,283	\$3.50	\$46,491
Year 2 (4/1/2018-3/31/2019)		13,283	\$3.50	\$46,491
Year 3 (4/1/2019-3/31/2020)		13,283	\$3.50	\$46,491
Year 4 (4/1/2020-3/31/2021)		13,283	\$3.50	\$46,491
Year 5 (4/1/2021-3/31/2022)		13,283	\$3.50	\$46,491
Tier 1 Support Subtotal:				\$232,455
Total				\$1,421,550
Canvas Cloud Software License				
Implementation		1	12,000	\$12,000
Tier 1 Support Setup		1	500	\$500
Course Migration		1	6,000	\$6,000
Total				\$18,500
Other:				
Warranty			\$0.00	included
Maintenance			\$0.00	included
Training - online			\$0.00	included
Hosting and Technical Support			\$0.00	included
Total 5 Year Lifecycle Cost:				\$1,440,050

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Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

Board Policy §902, Initiation of Construction Projects

The Board must approve the initiation of a project for the construction of new facilities, repairs and renovations to existing facilities and requests for a capital outlay with a total project budget exceeding \$1,000,000 regardless of how the projects are financed. It is the intent of the Board that its appropriate staff under the direction of the Commissioner shall be involved in all phases of building projects requiring approval by the Board. All construction, repairs, and renovation projects with a total budget of \$1,000,000 or less may be approved by the Institutional Executive Officer. However, all projects utilizing any state bond funds, including Ayers funds, must be initiated with STAFF approval from the Office of Real Estate and Facilities. No further approvals are required by IHL staff for projects of \$1,000,000 or less unless the budget changes. All budget changes for these projects must be reported to the Office of Real Estate and Facilities.

Board Policy §904(A), Board Approval

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

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If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

Prior to the commencement of construction, the Board must approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project. This requirement applies to all buildings and facilities on an institution's property even if the land is leased to an institution's affiliated entity or a private developer.

Board Policy §905(A), Real Estate Management

Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Board approval prior to the execution of a contract for the sale of real property is required for all land sales, regardless of the sale price. Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Request for approval of land contracts shall include property descriptions, terms of purchase, lease, or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.

Board Policy §905(B), Real Estate Management

Prior to Board consideration of the purchase or acceptance of real estate from any source, a Phase I or more detail Environmental Report shall be completed by qualified personnel and submitted to the Board's Real Estate and Facilities Office. In the event hazardous substances are confirmed as having existed in the past or as presently existing, the Board reserves the right to cancel the transaction without liability, or to permit the other party or parties to remove the hazardous substances at its or their expense in a manner sufficient to receive a "no further action" letter from the State's Department of Environmental Quality.

Board Policy §917, Naming of Buildings and Facilities

Board approval must be obtained prior to naming or re-naming any institutional building or facility. However, assigning generic names which are descriptive of the functions served by a building – such as "University Athletic Training Facility" or "Chemistry Building"— does not require Board approval, unless the building has an existing non-generic name which is to be changed or modified. Board approval must also be obtained prior to naming or re-naming any

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building or facility built on university property leased to a university affiliated entity, a private developer or any other individual or entity.

Board Policy §919, Pre-requisites for Building Modification or Demolition

Prior to scheduling a building on an institution's property for restoration, improvement, construction, repair, renovation, rehabilitation, demolition or similar work, the institution shall secure an inspection and approval from the Mississippi Department of Environmental Quality and a permit or written permission from the Mississippi Department of Archives and History authorizing the requested building action. After obtaining approval from these two agencies, a request for the building modification or demolition shall be submitted to the Board for approval. The request to the Board must include documentation evidencing approval by the Department of Environmental Quality and the Department of Archives and History.

APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

IHL PROJECTS

1. ASU – IHL 201-253 – Student Housing

Project Request: Alcorn State University requests approval to initiate a project, Student Housing.

Proposed Design Professional: TBD through RFQ Process

Selection Method: The project budget is anticipated to exceed \$3M so the university is required to use the RFQ method for the selection of the design professional.

Purpose: Alcorn State University is seeking to initiate a new student housing project and begin the Request for Qualifications (RFQ) process to locate a design professional to oversee a student housing project to add 500 residential beds to campus. The university will return to the Board of Trustees at a later meeting seeking approval of the design professional once selected by the university.

Project Scope: Alcorn State University is intending to construct a new student housing complex that will add approximately 500 additional beds to the Lorman campus. The project budget and exact scope of the project will be further defined after the design professional is selected. ASU will return to the Board of Trustees at a future board meeting to define the exact scope of the project and to increase the project budget to reflect more accurate cost estimates.

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Alcorn State University is seeking to initiate the project in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: March 16, 2017

Date of Original Construction: New Construction

Date of Last Renovation: N/A

Proposed Project Budget: (*Design Fees Only*)

	<u>Estimated</u>
Construction Cost:	\$ 0.00
Architectural and Engineering Fees:	200,000.00
Misc. Project Costs:	0.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>0.00</u>
Total Project Budget	\$ 200,000.00

Proposed Funding Source(s): University Auxiliary Service Funds (\$200,000)

Staff Recommendation: *Board staff recommends approval of this item.*

2. UMMC – IHL 209-558 – Mississippi Integrated Public Safety Communications Center

Project Request: The University of Mississippi Medical Center requests approval to initiate a project, Mississippi Integrated Public Safety Communications Center, and to appoint Gensler Architecture, Design and Planning, P.C. as the design professional.

Proposed Design Professional: Gensler Architecture, Design and Planning P.C.

Selection Method: The project budget exceeds \$3M so the university used the RFQ method for the selection of the design professional.

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Purpose: The University of Mississippi Medical Center is seeking to initiate the project and appoint the design professional so the university can begin design work on the Mississippi Integrated Public Safety Communications Center.

Project Scope: This project will build a facility that will support the expansion of Mississippi MED-COM and the integration of an additional public safety communications center. The facility will house the educational, clinical and research divisions that will allow the Mississippi Center for Emergency Services (MCES) to improve and expand its telemedicine capabilities. Administrative offices for MCES will also be housed in the facility. This project will allow for the colocation of the UMMC transport teams to support education and research into the expanded use of broadband technology in delivering mobile care.

The University of Mississippi Medical Center is seeking to initiate the project and appoint the design professional in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: March 16, 2017

Date of Original Construction: New Construction

Date of Last Renovation: N/A

Proposed Project Budget:

	<u>Estimated</u>
Construction Cost:	\$ 8,100,000.00
Architectural and Engineering Fees:	700,000.00
Misc. Project Costs:	500,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>399,114.00</u>
Total Project Budget	\$ 9,699,114.00

Proposed Funding Source(s): Broadband Technology Opportunity Program (BTOP) (\$9,699,114)

Staff Recommendation: *Board staff recommends approval of this item.*

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**APPROVAL OF BUDGET INCREASES AND/OR CHANGES OF SCOPE/FUNDING
SOURCE(S)**

BUREAU OF BUILDING PROJECTS

3. UM – GS 107-308 – Student Union Addition and Renovation

Project Request: The University of Mississippi requests to modify the funding source of the project to include \$482,981 of additional funds from SB 3100, Laws of 2011 and to include funds in the amount of \$2,088,425 from SB 2913, Laws of 2013 as a new funding source to the project. The project budget will not increase from \$58,900,000 which was the project budget previously approved by the Board of Trustees in April of 2015.

Project Phase: Construction Phase

Design Professional: Eley Guild Hardy Architects

General Contractor: Roy Anderson Corp.

Purpose/Justification: The project is currently in the Construction phase. The University of Mississippi is requesting to change the funding sources to reflect an increase in funding from the State of Mississippi due to residual funds for completed Bureau of Building projects to be transferred into this project.

Project Scope: The existing 100,000 square foot Ole Miss Student Union has served as the center of campus life since opening in 1977. Student enrollment has more than doubled since that time resulting in a building that is overused and outdated. To provide better service to the student population, the project scope will include the reconfiguration of the existing Student Union with an addition to increase available space. The project will also include a significant renovation of the existing space in the student union.

The University of Mississippi is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget increases and changes in funding sources to the Board for approval. The project also complies with the University of Mississippi Master Plan.

Project Initiation Date: August 17, 2011

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Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 46,637,636.00
Architectural and Engineering Fees:	4,117,045.00
Misc. Project Costs:	1,098,255.00
Furniture & Equipment Costs:	4,758,300.00
Contingency:	<u>2,288,764.00</u>
Total Project Budget	\$ 58,900,000.00

Proposed Funding Source(s): SB 3100, Laws of 2011 (\$10,482,981); SB 2913, Laws of 2013 (\$2,088,425); Internal R&R Funds (\$35,635,394); Auxiliary Vendor Payments (\$1,500,000); Private Gifts (\$551,200); Student Capital Improvement Fee (\$8,642,000)

Staff Recommendation: *Board staff recommends approval of this item.*

IHL PROJECTS

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

Project Request: The University of Mississippi requests approval to increase the budget for the East Campus Electrical Modifications project. The budget will increase from \$1,300,000.00 to \$1,900,000.00, for an increase of \$600,000.00.

Project Phase: Design Phase

Design Professional: Corbett Legge & Associates

General Contractor: TBD

Purpose/Justification: The project is currently in the design phase. The project was initiated with the Board on November 17, 2016 with a project budget of \$1,300,000. This is the first budget escalation request made for this project by the university. The university is requesting to increase the project budget in order to account for routing the underground service in a manner that differs from the originally planned route. This is required to accommodate future building sites identified by the UM Master Plan.

Project Scope: The scope of this project includes the removal of overhead electrical poles and lines from the corner by old ticket office and all the way to the south, past

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the corner of the Vaught Hemingway Stadium. This project advances the University of Mississippi's mission to move all overhead, above ground electrical service below ground for a more reliable, safer, and secure electrical service.

The University of Mississippi is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget increases and changes in funding sources to the Board for approval.

Project Initiation Date: November 17, 2016

Proposed Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 950,000.00	\$ 1,390,982.00	\$ 440,982.00
Architectural and Engineering Fees	\$ 81,760.00	\$ 114,362.00	\$ 32,602.00
Miscellaneous Project Costs	\$ 155,250.00	\$ 255,250.00	\$ 100,000.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 112,990.00	\$ 139,406.00	\$ 26,416.00
Total Project Budget	\$ 1,300,000.00	\$ 1,900,000.00	\$ 600,000.00

Proposed Funding Source(s): Internal R&R (\$1,900,000)

Staff Recommendation: *Board staff recommends approval of this item.*

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APPROVAL OF OTHER REAL ESTATE REQUESTS

5. MSU – Award of Timber Sales - John W. Starr Memorial Forest

Project Request: Mississippi State University requests approval to advertise and award the sale to the highest and best bid for timber sales 17-03PT from the John W. Starr Memorial Forest.

Timber Sale No. 17-03PT, *Talking Warrior Unit, John W. Starr Memorial Forest* - The sale area is approximately 133 acres in size and is located in a portion of the W ½ and a portion of the E ½ of the NE ¼ of Section 6; and a portion of the N ½ of the NW ¼ of the SE ¼ of Section 6; all located in Township 17 North, Range 14 East in Oktibbeha County, Mississippi. This sale contains an estimated volume of 343,732 board feet of pine sawtimber, and 363 cords of pine chip-n-saw, 201 cords of pine pulpwood, 4,978 board feet of hardwood sawtimber, and 50 cords of hardwood pulpwood. All trees must be cut and removed by April 30, 2019.

Timber Sale Process: The timber sale process on the John W. Starr Memorial Forest, and other Mississippi State University owned lands, begins with the identification of the particular timber stand in need of thinning or a final harvest cut. This is identified by various means but mostly by directions taken from the Forest Management Plan. Other specific site characteristics may also dictate the need for the sale of timber. After the stand has been identified, the process of tree marking and sale identification begins. Once that is completed, the sale is computed and a bid prospectus is prepared and approved by the Dean of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. A request is made to the President of the university to advertise the timber sale for bid and to award the sale to the highest bidder who also satisfies all additional bid requirements. If/when the Board of Trustees approve that the sale may be advertised and awarded appropriately, a prospectus is sent to potential bidders with the vital details of the stand. Once the bids have been received in the Director of Purchasing office, a recommendation is made by the department to the President of the university to either accept or reject the bids. This recommendation has the approval of the Dean of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. If/when the President of the university concurs with the department's recommendation to accept the bid, a contract is executed between the university and the highest and best bidder for that sale. This process continues obtaining the Director of Purchasing's signature on the contract and then contacting the high bidder to set the closing. Finally, a meeting is set with the winning bidder to close the sale and to collect the remaining funds less the bid deposit amount.

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Mississippi State University is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales.

***Staff Recommendation:** The Attorney General's Office has reviewed and approved this item contingent upon submission to the Office of Attorney General a final executed agreement. Board staff recommends approval of this item.*

6. MSU – Approval to Lease Property to Starkville Oktibbeha Consolidated School District – 32.23 acres – Starkville, Mississippi

Project Request: Mississippi State University seeks approval to enter into a Ground Lease with the Starkville Oktibbeha Consolidated School District (SOCSD) whereby SOCSD will lease 32.23 acres, more or less, from MSU for constructing a model rural education school to serve sixth- and seventh-grade students of Oktibbeha County. Pursuant to Miss. Code Ann. § 37-7-104.3, a partnership between MSU and SOCSD for such purpose has been encouraged by the Mississippi Legislature as part of the Legislature's consolidation of the Starkville and Oktibbeha County school districts. In addition, a lease of property to SOCSD for the purpose of furthering the partnership was authorized by the Legislature during the 2016 regular session subject to Board approval.

Purpose: MSU and SOCSD are collaborating to construct, operate and maintain a Partnership School on the MSU campus that will serve as a model rural education school and research facility to improve rural education in the Starkville-Oktibbeha County community and the State of Mississippi. SOCSD will lease property on the MSU campus to construct and operate the Partnership School. Once constructed, the Partnership School will be used jointly by SOCSD and MSU for the dual purpose of educating sixth and seventh-grade students in the SOCSD school district and providing unique educational and research experiences for MSU faculty and students. Construction will be funded by a combination of SOCSD funds, state bond funding authorized by the Mississippi Legislature, and private funding raised by the MSU Foundation. In addition to collaborating with SOCSD regarding operation of the sixth- and seventh-grade school, MSU will have exclusive use of certain spaces in the Partnership School for faculty office space and other educational and research purposes. MSU also will have the right to use other portions of the facility for night and weekend courses and workshops.

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Terms: The Ground Lease grants a construction term for up to 3 years. Upon completion of construction, the initial term of the Ground Lease will be 30 years. Upon expiration of the initial term, the Ground Lease will renew for an additional 30 years unless the parties mutually agree to not exercise the renewal term or either party notifies the other party within 2 years of expiration of the initial term that it does not wish to exercise the renewal term.

Termination Options: The agreement can be terminated as follows:

- If SOCSO becomes insolvent or bankrupt.
- If SOCSO vacates, fails to construct, fails to adequately maintain, or fails to operate the Partnership School for a period of more than 90 days.
- If SOCSO transfers its interests in the lease.
- If SOCSO fails to perform or observe the material terms of the Ground Lease or the parties' operating agreement.
- If SOCSO is no longer recognized as a school district in the State of Mississippi.
- If SOCSO fails to work in coordination with MSU in operating of the Partnership School.

Contract Amount: SOCSO will pay MSU \$1 per year for the lease.

Mississippi State University is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales.

Staff Recommendation: The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.

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APPROVAL OF PERSONNEL ACTION REQUESTS

1. Sabbatical

MSU

Stamatis Agiovlasis, Associate Professor, Kinesiology, *from* salary of \$72,580.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$36,290.00 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

Theodore B. Atkinson III, Associate Professor and Director, English; *from* salary of \$68,494.00 per annum, pro rata (nine-month contract); E&G and Designated Funds; *to* salary of \$34,247 for sabbatical period; E&G and Designated Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Ioana Banicescu, Professor, Computer Science and Engineering; *from* salary of \$118,592.56 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$59,296.28 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Mary Kathryn Barbier, Associate Professor, History; *from* salary of \$71,502.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$35,751.00 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Stanley P. Brown, Professor and Head, Kinesiology; *from* salary of \$139,053.00 per annum, pro rata; E&G Funds; *to* salary of \$52,145.00 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

Amy Crumpton, Associate Professor, Interior Design; *from* salary of \$64,769.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$32,384.50 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Hai Dinh Dang, Professor, Mathematics and Statistics; *from* salary of \$96,363.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$48,181.50 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Jacqueline S. Edwards-Henry, Professor, Music, *from* salary of \$75,041.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$37,520.50 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

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Charles Taze Fulford III, Associate Professor, Landscape Architecture; *from* salary of \$70,594.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$35,297.00 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

Hans C. Herrmann, Associate Professor, School of Architecture; *from* salary of \$75,030.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$37,515.00 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

William Anthony Hay, Associate Professor, History; *from* salary of \$83,724.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$41,862.00 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

Shirley Ann James Hanshaw, Associate Professor, English; *from* salary of \$63,064.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$31,532.00 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

Carlen Henington, Professor, Counseling, Educational Psychology, and Foundations; *from* salary of \$79,084.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$39,542.00 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Shelley Renee Keith, Associate Professor, Sociology; *from* salary of \$75,003.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$37,501.50 for sabbatical period; E&G Funds; effective August 16, 2017 to May 15, 2018; professional improvement. 9 month.

James Bernard Kelley, Associate Professor, Arts and Sciences, Meridian Campus; *from* salary of \$57,229.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$28,614.50 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Seong-Gon Kim, Professor and Director, Physics and Astronomy; *from* salary of \$115,120.00 per annum, pro rata (nine-month contract); E&G and Designated Funds; *to* salary of \$57,560.00 for sabbatical period; E&G and Designated Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

Peter Crozier Messer, Associate Professor, History; *from* salary of \$70,577.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$35,289.00 for sabbatical period; E&G Funds; effective August 16, 2017 to May 15, 2018; professional improvement.

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Thomas William Miller, Jr., Professor, Finance and Economics; *from* salary of \$197,258.00 per annum, pro rata (nine-month contract); E&G and Designated Funds; *to* salary of \$98,629.00 for sabbatical period; E&G and Designated Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

Robert Jarrod Moss, Associate Professor, Psychology; *from* salary of \$73,157.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$36,578.50 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Judith Ridner, Associate Professor, History; *from* salary of \$70,020.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$35,010.00 for sabbatical period; E&G Funds; effective August 16, 2017 to May 15, 2018; professional improvement.

Donald Shaffer, Associate Professor, English/African American Studies, *from* salary of \$65,976.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$32,988.00 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

Brian Shoup, Associate Professor, Political Science and Public Administration; *from* salary of \$72,026.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$36,013.00 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

James William Sobaskie, Associate Professor, Music, January 1, 2018 to May 15, 2018, salary of \$55,426.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$27,713.00 for sabbatical period; E&G Funds; effective professional improvement.

Marian Swindell, Associate Professor, Arts and Sciences/Social Work, Meridian Campus; *from* salary of \$77,087.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$38,543.50 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

Kevin Donald Williams, Associate Professor, Communication; *from* salary of \$68,947.00 per annum, pro rata (nine-month contract); E&G and Designated Funds; *to* salary of \$34,473.50 for sabbatical period; E&G and Designated Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Joseph Witt, Assistant Professor, Philosophy and Religion; *from* salary of \$54,971.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$27,485.50 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

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Carlton Chenault Young, Associate Professor, Division of Business, Meridian Campus; *from* salary of \$110,147.00 per annum, pro rata (nine-month contract); E&G Funds; *to* salary of \$55,073.50 for sabbatical period; E&G Funds; effective August 16, 2017 to December 31, 2017; professional improvement.

Dongmao Zhang, Associate Professor, Chemistry; *from* salary of salary of \$82,616.00 per annum, pro rata (nine-month contract); E&G Funds; *to* \$41,308.00 for sabbatical period; E&G Funds; effective August 16, 2017 to May 15, 2018; professional improvement.

MUW

Julia Mortyakova, Associate Professor of Music and Chair of the Department of Music, College of Arts & Sciences; *from* salary of \$64,500 per annum, pro rata (ten and a half months); E&G Funds; *to* salary of \$32,250 for sabbatical period; E&G Funds; effective August 1, 2017 to December 20, 2017; professional development.

USM

Shahid Karim; Associate Professor of Biological Sciences; *from* salary of \$65,095.00 per annum, pro rata (nine-month contract), E&G funds, *to* salary of \$28,926.66 per annum for sabbatical period, E&G funds; effective August 16, 2017 to December 31, 2017; professional development.

2. **Other Action**

MSU

(Correction to salary and date for Sabbatical approved March 2016)

FROM: John William Bickle, Jr.; Professor and Head, Philosophy and Religion; *from* salary of \$138,000 per annum, pro rata; E&G Funds; *to* salary of \$51,750 for sabbatical period; E&G Funds; effective January 1, 2017 to May 15, 2017; professional development.

TO: John William Bickle, Jr., Professor and Head, Philosophy and Religion; *from* salary of \$139,842.00 per annum, pro rata; E&G Funds; *to* salary of \$52,441.00 for sabbatical period; E&G Funds; effective January 1, 2018 to May 15, 2018; professional improvement.

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1. **ASU – APPROVAL TO AWARD ONE HONORARY DEGREE**

The university requests approval to bestow one honorary degree at its May 2017 commencement ceremony. Supporting documents are on file at the Board Office.

Staff Recommendation: Board staff recommends approval of this item.

2. **DSU – APPROVAL TO AWARD TWO HONORARY DEGREES**

The university requests approval to bestow two honorary degrees at its May 2017 commencement ceremony. Supporting documents are on file at the Board Office.

Staff Recommendation: Board staff recommends approval of this item.

3. **JSU – APPROVAL TO AWARD TWO HONORARY DEGREES**

The university requests approval to bestow two honorary degrees at its May 2017 commencement ceremony. Supporting documents are on file at the Board Office.

Staff Recommendation: Board staff recommends approval of this item.

4. **MSU – APPROVAL TO AWARD TWO HONORARY DEGREES**

The university requests approval to bestow two honorary degrees at its May 2017 commencement ceremony. Supporting documents are on file at the Board Office.

Staff Recommendation: Board staff recommends approval of this item.

5. **MVSU – APPROVAL TO AWARD ONE HONORARY DEGREE**

The university requests approval to bestow one honorary degree at its May 2017 commencement ceremony. Supporting documents are on file at the Board Office.

Staff Recommendation: Board staff recommends approval of this item.

6. **USM – APPROVAL TO AWARD ONE HONORARY DEGREE**

The university requests approval to bestow one honorary degree at its May 2017 commencement ceremony. Supporting documents are on file at the Board Office.

Staff Recommendation: Board staff recommends approval of this item.

REGULAR AGENDAS

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1. SYSTEM – REQUEST FOR APPROVAL FOR FIRST READING FOR PROPOSED BOARD POLICY 713 – INSTITUTIONAL FINANCIAL SUSTAINABILITY

BOARD POLICY 713 – INSTITUTIONAL FINANCIAL SUSTAINABILITY

713.01 – STATEMENT OF PURPOSE FOR INSTITUTIONAL FINANCIAL SUSTAINABILITY

The mission of the Board of Trustees includes the fiscal management of the institutions of higher learning in Mississippi in order to see that the mission of the IHL System is accomplished. The Board of Trustees finds that this includes providing financial guidance and oversight so that the core functions of instruction, public service, and research can be accomplished in a financially sustainable manner for the long term benefit of Mississippi. Furthermore, while the Board has authority to manage institutional resources across institutions, the Board finds that it is in the best interest for each institution to operate within the resources available at the institution per Board Policy 301.0801(B). While many new opportunities to serve students, citizens, and patients arise from time to time, the Board wishes to ensure that each institution engages these opportunities from positions of financial sustainability. Therefore, the Board outlines in this section general guidelines for financial policy to be carried out by the Commissioner in coordination with Institutional Executive Officers to ensure that sustainable institutions continue to serve the state of Mississippi.

713.02 – ANNUAL BUDGET PLANNING

The Board of Trustees approves the Annual Operating Budget for each institution annually along with related escalations. Prior to the Board approving the Annual Operating Budget, the Institutional Executive Officer shall review the financial condition of the institution based on the most recent version of the Institutions of Higher Learning Financial Ratios. Upon review of an institution's financial condition, the Commissioner of Higher Education shall arrange a meeting with Institutional Executive Officers to obtain a basis to recommend approval of an institution's budget to the Board of Trustees in accordance with financially sustainable objectives. The Commissioner of Higher Education may recommend financial targets that take into account the size, mission, and current financial condition of the institution. These recommendations should be appropriate to the current financial capacity of the institution. Management of the institution for financial sustainability, including possible recommendations by the Commissioner of Higher Education, shall be a component of the Institutional Executive Officer's evaluation by the Commissioner and Board of Trustees as set out in Board Policy 301.0802.

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713.03 – MINIMUM CRITERIA FOR INSTITUTIONAL FINANCIAL SUSTAINABILITY

The minimum criteria for institutional financial sustainability shall cover the following areas: adequate financial reserves, adequate liquidity, and adequate coverage of annual debt payments. These ratios shall be prepared using annually audited accounting statements prepared under Governmental Accounting Standards Board guidelines and calculated in the manner prescribed in the most recent version of the Institutions of Higher Learning Financial Ratios. During Annual Budget Planning, the Commissioner of Higher Education may recommend target ratios to Institutional Executive Officers that address the current financial condition of institutions.

713.04 – MAJOR PROJECTS AND ENCUMBRANCES AND INSTITUTIONAL FINANCIAL SUSTAINABILITY

Because the Board of Trustees must maintain financially sustainable institutions, the Board may elect to postpone consideration of projects or activities that involve major commitments of expenditures or debt burden when an institution fails to meet the minimum criteria for institutional sustainability.

Staff Recommendation: Board staff recommends approval of this policy for First Reading.

2. SYSTEM- REQUEST FOR APPROVAL TO PURCHASE CYBER INSURANCE

Agenda Item Request: The Mississippi Institutions of Higher Learning's Executive Office (IHL) requests approval to purchase cyber liability and incident response insurance coverage with **Beazley**.

Contractor's Legal Name: **Lloyds of London – Beazley Syndicate (Beazley)**. Beazley will provide the cyber coverage and breach response services for the system. Beazley has an A.M. Best Rating of A XV.

History of Contract: This is a new insurance program for IHL.

Specific Type of Contract: This is a policy of insurance coverage. Cyber liability insurance will cover various cyber-related losses, including third party liability, first party liability, costs related to investigation and mitigation, and costs related to providing legally required notifications to persons potentially affected by a cyber event. Purchase of the insurance also includes expert assistance from the insurers breach response team. The purchased policy will be primary to other insurance so that it will protect the IHL Self-

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Insured Tort Plan in the instances where coverages overlap. The recommended quote includes the ability to “buy-up” our limits during the term at a pre-negotiated price.

Purpose: The purpose of the contract is to protect the IHL system from cyber liability risks through transferring some of that risk to an insurer.

Scope of Work: The insurer will provide cyber liability insurance coverage during the policy year in exchange for the payment of premiums.

Term of Contract: The contract is a one-year insurance policy beginning March 31, 2017, and terminating April 1, 2018.

Termination Options: IHL may cancel the policy with a 60-day notice. The insurer may cancel the policy by providing a 60-day written notice, except that only 10 days of advance written notice is required in the event of nonpayment of premium. Upon cancellation by either party, the insurer will return premium on a pro rata basis.

Contract Amount: The premium is approximately \$316,495 for the one-year policy. If IHL elects to expand its aggregate limits, then the additional premium will bring the total to \$376,448.

Funding Source for Contract: The IHL Self-Insured Tort Plan will pay the premium and allocate an appropriate premium share to each policy participant. The share for each participant other than UMMC will be built into the annual assessment of the Tort Plan. The Tort Plan will invoice UMMC for its share.

Contractor Selection Process: A competitive RFP process was utilized. The RFP was advertised in *The Clarion-Ledger* and by direct mail. A committee of IHL and University staff members selected an insurance broker, Alliant Insurance Services. Alliant approached insurance markets. Two insurers submitted multiple quotes, and others declined to quote. Feedback from IHL’s chief financial officers resulted in an additional option being quoted from the best and lowest insurer so that some of the larger universities were quoted higher coverage options to include sublimits of \$4.5 million each and 600,000 notifications. The following provides a brief comparison of quotes received, and the listed premium amount includes all fees.

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	Premium and University Sublimits	Aggregate Coverage
Beazley: Recommended Higher Limit System Option	\$ 316,495 Buy-Up Option adds \$5M more to the Policy Aggregate for \$59,953 more in additional Premium (to total a cost of \$376,448 if IHL elects to Buy-Up)	\$12.5 Million Aggregate Limits (\$17.5 Million Buy-Up Option); 4.8 Million notifications; SIRs vary by institution \$50K to \$250K; plus response services
Beazley: Option Low Limit System Option	\$ 260,617 Has per university sublimits at \$2.5M for USM, UM, MSU, and UMMC; recommended quote has sublimits at \$4.5M for those four universities.	\$12.5 M Aggregate Limits, plus 2,000,000 Notifications, SIRs at \$50K, except UMMC at \$100K; plus response services
Beazley: If priced individually by University w/ higher limits.	\$1,172,541 University sublimits vary	\$37 Million Total Limits; 8.6 Million notifications; SIRs vary from \$25K to \$500K; plus response services
Beazley: If priced individually by University w/ lower limits.	\$860,666 University sublimits vary	\$21.5 Million Total Limits; 5.5 Million notifications; SIRs vary from \$25K to \$500K; plus response services
CFC: System Group Discount	\$328,487, excluding UMMC University sublimits at \$5M	\$10M Aggregate Limits; SIRs varied between \$25K to \$250K
CFC: Priced Individually	\$583,976, excluding UMMC University sublimits at \$5M	\$10M Aggregate Limits; SIR varied between \$25K to \$250K

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Staff Recommendation: Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Office of the Associate Commissioner for Legal Affairs, Risk Management and Special Projects Officer. Board staff recommends approval of this item.

3. MSU – REQUEST TO INITIATE BOND PROCESS NOT TO EXCEED \$32 MILLION IN FIXED RATE BONDS FOR ADDITION AND RENOVATION TO DUDY NOBLE FIELD-POLK DeMENT STADIUM, TO APPROVE BOND COUNSEL AND UNDERWRITER, AND REVIEW FINANCIAL ADVISOR’S REPORT

Agenda Item Request: Mississippi State University requests approval to borrow funds, not to exceed \$32 million, through the Mississippi State University Educational Building Corporation (MSUEBC). The loan term will not exceed 30 years. Funds will be used to help finance the Addition and Renovation to Dudy Noble Field-Polk DeMent Stadium. Total project funding = \$55 million.

- \$30 million long-term fixed rate bonds issued by the MSUEBC.
- \$25 million MSU Foundation/Athletics/Bulldog Club

MSU also requests that the Board review and approve the financial advisor’s report provided by First Southwest.

Following are the professionals:

- Financial Advisor – First Southwest
- Bond Counsel – Jones Walker, LLP
- Underwriters – Morgan Stanley & Company, LLC and Raymond James & Associates, Inc.

Bond counsel will be compensated at \$1.15 per \$1,000.

History: The stadium addition and renovation project was initiated with IHL in May 2015. Schematic Design Documents were approved in October 2015. Approval of revised project budget was granted in April 2016.

Purpose: The project will upgrade and bring up to code the existing baseball facility to allow for more attendance and seating capacity. The expansion and renovation will include restrooms, concessions, dressing rooms and other amenities associated with the game day experience.

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Specific Type of Contract: Long-term bonds

Scope of Work: The bond issue includes funds for expanding and renovating Dudy Noble Field-Polk DeMent Stadium. First Southwest is the financial advisor. Bond Counsel is Jones, Walker, LLP, and the Underwriters are Morgan Stanley & Company LLC and Raymond James & Associates, Inc.

Term of Contract: Long-term bonds will be issued with maturities up to 30 years.

Contract Amount: MSU is expecting to issue up to a maximum of \$32,000,000 par value in fixed rate bonds. Proceeds from the bond issue will support the project fund (\$30 million), capitalized interest, cost of issuance and the underwriter's discount. Based on the Financial Advisor's report dated January 10, 2017, the proposed debt amortization will have an average annual debt payment of \$2,132,232 at an expected true interest cost of 5.05 percent. Taxable and tax-exempt options will both be considered.

Funding Source for Contract: Various Athletic revenues, including annual seat donations, capital gift agreements, philanthropic Athletic gifts, and other internally generated Athletic revenues.

STAFF RECOMMENDATION: Based on Board Policy 906 –

“The institution shall submit the report of the financial advisor(s) and the request for a project initiation to the Board for approval. The request must state the institution's intent, justify the need for the project and give an estimate of the total construction budget. The request must also include naming the design professionals, bond counsel and senior underwriter(s) selected by the board of the educational building corporation.

Following the Board's approval of the project initiation, the institution shall return to the Board at a subsequent meeting and present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations for the specific project.”

MSU has provided a financial advisor's report and named project professionals. A bond resolution and form of bond documents must be submitted for approval at a subsequent meeting.

Board staff recommends approval of initiation of bond process.

INFORMATION AGENDAS

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1. SYSTEM – REPORT ON EXISTING PROGRAMS NOW OFFERED ONLINE

- a. Alcorn State University is offering the Bachelor of Science Degree in Business Administration.*
- b. University of Mississippi is offering the Master of Arts Degree in Teaching.*

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

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

Board Policy §904(A), Board Approval

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

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.

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A L C O R N S T A T E U N I V E R S I T Y

1. **ASU– IHL 201-252 – Morris-Boykin Renovation**

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Durrell Design Group.

Approval Status & Date: APPROVED, February 7, 2017

Project Initiation Date: August 8, 2016

Design Professional: Durrell Design Group

General Contractor: TBD

Total Project Budget: \$1,777,500.35

J A C K S O N S T A T E U N I V E R S I T Y

2. **JSU– GS 103-277 – Library Envelope Repairs Phase II**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$9,216.00 and fifty-five (55) additional days to the contract of Mid State Construction Company, Inc.

Approval Status & Date: APPROVED, February 13, 2017

Change Order Description: Change Order #3 includes the following items: to repair fascia and gutters at Jones-Sampson Hall; install sod and dirt at the east side of the site; install a new shelf angle at the bottom of the west stair; and fifty-five (55) days to the contract.

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

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Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$45,864.80.

Project Initiation Date: February 20, 2014

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

General Contractor: Mid State Construction Company, Inc.

Phased Project Budget: \$1, 550,000.00

Total Project Budget: \$4,550,000.00

3. **JSU – GS 103-278 – School of Engineering Phase II**

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the amount of \$43,651.74 and one hundred eighty-five (185) additional days to the contract of Thrash Commercial Contractors, Inc.

Approval Status & Date: APPROVED, February 13, 2017

Change Order Description: Change Order #8 includes the following items: add electrical connections at Room 11; relocation of two previously installed desks at reception 226; add electrical connections of the Thread Power System at Room 108; eliminate light shelves located at the roller window shades, deduct for manufacturer's restocking fee; construct an access ramp; eliminate the existing floor mock-up in the JSU School of Engineering; install a bronze building plaque; and one hundred eight-five (185) days to the contract.

Change Order Justification: These changes are due to requirements or recommendations; user/owner requested modifications; and additional days for work as indicated herein.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$167,586.18.

Project Initiation Date: February 21, 2013

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

General Contractor: Thrash Commercial Contractors, Inc.

Total Project Budget: \$8,600,000.00

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4. **JSU- GS #103-281 – Alexander Center Renovation-Phase II (Elevator Improvement)**

NOTE: This is a Bureau of Building project

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on January 27, 2017 to approve the initiation and appointment of the design professional for the Alexander Center Renovation-Phase II (Elevator Improvement) project.

Approval Status & Date: APPROVED, January 27, 2017

Project Initiation Date: February 18, 2016

Design Professional: Foil-Wyatt Architects & Planners, PLLC

General Contractor: TBD

Total Project Budget: \$1,650,000.00

MISSISSIPPI STATE UNIVERSITY

5. **MSU– GS 105-355 – Engineering & Science Complex (Engineering Building)**

NOTE: This is a Bureau of Building project

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Hal Parker, Chair of the Real Estate and Facilities Committee on February 6, 2017 to approve the appointment of the design professional for the Engineering & Science Complex (Engineering Building) project.

Approval Status & Date: APPROVED, February 6, 2017

Approval Request #2: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Eley Guild Hardy Architects.

Approval Status & Date: APPROVED, February 7, 2017

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Project Initiation Date: June 18, 2015
Design Professional: Eley Guild Hardy Architects
General Contractor: TBD
Total Project Budget: \$34,000,000.00

6. MSU– IHL 205-278 – MSU nSPARC Data Center

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of \$28,501.03 and ten (10) additional days to the contract of Burks-Mordecai Builders, Inc.

Approval Status & Date: APPROVED, February 7, 2017

Change Order Description: Change Order #1 includes the following items: to increase the contract amount of \$28,501.03; changes to the access road and laydown yard locations; and ten (10) days to the contract.

Change Order Justification: This change is due to the user/owner concerns allowing construction access to the site through the existing parking lot and causing damage; and additional days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$28,501.03.

Project Initiation Date: November 20, 2014
Design Professional: Dale Partners Architects, P.A.
General Contractor: Burks-Mordecai Builders, Inc.
Total Project Budget: \$4,650,000.00

7. MSU – Property Donation & Naming of a Building as the “Mitchell Building”

(No Board Action Required): MSU alumnus Bill Mitchell and his wife, Ann Mitchell donated a building to the MSU Research and Technology Corporation, an affiliated entity, located at 521 34th street in Gulfport, Mississippi. The gift fully covers the cost of acquisition and MSU RTC will own and manage the building. MSU will also name this building the “Mitchell Building” in honor of Bill Mitchell and his wife, Ann Mitchell.

MSU plans to utilize the building as a hub for its unmanned aircraft systems research and development activities already underway in the region. The building will boost the

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university's overall research infrastructure, and further enhance its leadership of the FAA's Center of Excellence for Unmanned Aircraft Systems and the capacity and capabilities of the MSU-led alliance for System Safety of UAS through research excellence.

MISSISSIPPI UNIVERSITY FOR WOMEN

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

NOTE: This is a Bureau of Building project

Approval Request #1: Design Development Documents

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

Approval Status & Date: APPROVED, February 10, 2017

Project Initiation Date: June 18, 2015

Design Professional: Pryor & Morrow Architects

General Contractor: TBD

Total Project Budget: \$7,542,915.00

UNIVERSITY OF MISSISSIPPI

9. UM– GS 107-308 – Union Addition & Renovation

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of \$396,835.00 and thirty-eight (38) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, February 2, 2017

Change Order Description: Change Order #5 includes the following items: change dock lifts for dock levelers; revisions to feed service rough-ins; revisions to temporary storm

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lines; adding battery lowering to all five (5) elevators; soil nail wall claim; modifications of the temporary sanitary sewer routing; revisions to the permanent sanitary sewer routing; and thirty-eight (38) days to the contract.

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

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$435,636.00.

Project Initiation Date: August 18, 2011

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

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$58,781,426.00

Total Project Budget: \$58,900,000.00

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

Approval Request #1: Change Order #6

Board staff approved Change Order #6 in the amount of \$163,551.07 and one hundred twenty-two (122) additional days to the contract of Hooker Construction, Inc.

Approval Status & Date: APPROVED, February 2, 2017

Change Order Description: Change Order #6 includes the following items: installation of access controls (push buttons) for American Disability Act operators at all new restroom (12 locations); drywall finishing, prime & paint at expansion basement classroom layout revisions; sprinkler revision; relocation of data & power receptacles; additional light fixtures; ductwork revisions; reconfigure walls same area; surveying for landscape beds at the courtyard; install storm drainage at the landscape beds; data & power receptacles at nine (9) rooms for audio/visual equipment at the podiums & TVs; add four (4) access doors for ceilings to provide access for valves; door, frame, hardware & access controls for a new door as an additional egress door as a result of expansion of the basement classroom layout revisions; add 208v receptacles at the first floor data room for telecom equipment; add a control transformer & switch for chilled water pump #2; relocate the circuit for the water heater from the janitor's closet to the mezzanine mechanical room; relocate the water heater, pan & piping from the janitor's closet to the mezzanine mechanical room; add a 601 circuit for the server to the basement data room; add two (2) receptacles for the vending machines at the basement; add temporary chilled & heating water to the HVAC unit on the existing 2nd floor; reroute the existing gas line

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in the existing building to make room for the new electrical panels; install a trench drain at the service drive to divert water from entering at the Kappa Delta House; installation of drywall window pockets throughout the buildings; tear-off and reroof at the existing building; install new fascia & soffit at the roof of the existing building; and one hundred twenty-two (122) days to the contract.

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

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$694,707.20.

Project Initiation Date: June 20, 2013

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

General Contractor: Hooker construction, Inc.

Total Project Budget: \$6,900,000.00

11. UM– IHL 207-385R.1 – Manning – Practice Fields Enlargement REBID

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of \$147,878.87 and zero (0) additional days to the contract of Sports Turf Company, Inc.

Approval Status & Date: APPROVED, January 26, 2017

Change Order Description: Change Order #5 includes the following items: to clean up and replace the existing synthetic infill system.

Change Order Justification: This change was due to silt and water contaminating the turf from the off-site.

Approval Request #2: Change Order #6

Board staff approved Change Order #6 in the amount of \$5,610.00 and zero (0) additional days to the contract of Sports Turf Company, Inc.

Approval Status & Date: APPROVED, February 2, 2017

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Change Order Description: Change Order #6 includes the following item: removal of asphalt extension of concrete at the entrance to the practice fields.

Change Order Justification: This change was due to the asphalt needing to be replaced with concrete.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$421,209.83.

Project Initiation Date: June 19, 2014

Design Professional: Holcombe Norton Partners, Inc.

General Contractor: Sports Turf Company, Inc.

Phased Project Budget: \$4,782,530.00

Total Project Budget: \$5, 351.030.00

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

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$6,950.29 and ten (10) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, January 27, 2017

Change Order Description: Change Order #4 includes the following items: delete the door casing on all doors; add six (6) 2X2 lights; add a quartz top at the reception desk; add J hooks for the alternate data routing; modify the storage B02a; modify the east wall of B27; deduct for credit of unused controls allowance and ten (10) days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$151,491.00.

Project Initiation Date: January 22, 2015

Design Professional: Foil-Wyatt Architects & Planners, PLLC

General Contractor: Barnes & Brower, Inc.

Total Project Budget: \$2,394,739.00

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13. UM– IHL 207-401 – Wastewater Treatment Facility Expansion

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of \$3,228.94 and zero (0) additional days to the contract of Hemphill Construction Company, Inc.

Approval Status & Date: APPROVED, February 2, 2017

Change Order Description: Change Order #4 includes the following item: add conduit for the temporary fiber optic cable from the telecom equipment to the communication backboard in the lab building, and install the ground wire from the communication backboard to the electrical panel.

Change Order Justification: This change was due to errors and omissions in the plans and specifications.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$66,477.93.

Project Initiation Date: February 18, 2015

Design Professional: Engineering Solutions, Inc.

General Contractor: Hemphill Construction Company, Inc.

Total Project Budget: \$9,900,000.00

14. UM– IHL 207-411.1 – O-U Stadium (Swayze Field) Addition & Renovation – PH II

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Cooke Douglass Farr Lemons, LTD.

Approval Status & Date: APPROVED, January 26, 2017

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, January 26, 2017

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Project Initiation Date: November 19, 2015
Design Professional: Cooke Douglass Farr Lemons, LTD.
General Contractor: TBD
Phased Project Budget: \$17,216,333.04
Total Project Budget: \$18,975,750.00

15. UM – IHL 207-421 – Jackson Avenue Center Safe Room

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Shafer & Associates.

Approval Status & Date: APPROVED, February 7, 2017

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Shafer & Associates.

Approval Status & Date: APPROVED, February 7, 2017

Project Initiation Date: August 18, 2016
Design Professional: Shafer & Associates
General Contractor: TBD
Total Project Budget: \$1,100,000.00

16. UM– IHL 207-425 – Crosby Hall Boiler Replacement

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of \$766,260.00 to the apparent low bidder, Tri-Star Mechanical Contractors, Inc.

Approval Status & Date: APPROVED, January 18, 2017

Project Initiation Date: September 15, 2016
Design Professional: Corbett Legge & Associates, PLLC

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General Contractor: Tri Star Mechanical Contractors, Inc.
Total Project Budget: \$1,100,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #9

Board staff approved Change Order #9 in the amount of \$520,179.00 and zero (0) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, February 16, 2017

Change Order Description: Change Order #9 includes the following items: revisions to the 1st floor area; make revisions to the project building plaque; reconfigure the pile cap at the west plaza steps; delete the wood wall panels in a corridor to allow installation of the UMMC legacy wall; add a terrazzo cornice to the legacy wall; delete the wood wall panels in the vestibules of two (2) lecture halls; add gypsum board ceiling furr downs for two (2) projection screens in a dry lab; revise the electrical circuit for an exhaust fan from 120v to 480v; provide an overhead metal stud support for storefront “A” at the north entry vestibule; provide labor and materials for the new 2nd floor area multimedia services suite.

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

Total Project Change Orders and Amount: Nine (9) change orders for a total amount of \$613,279.00.

Project Initiation Date: June 16, 2011

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

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$65,742,205.00

Total Project Budget: \$66,000,000.00

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18. UMMC– IHL 209-539 – Lexington Hospital Renovations

Approval Request #1: Change Order #8

Board staff approved Change Order #8 in the credit amount of \$53,017.00 and zero (0) additional days to the contract of Flagstar Construction Company, Inc.

Approval Status & Date: APPROVED, January 26, 2017

Change Order Description: Change Order #8 includes the following items: reconciliation of hardware, signage and technology allowances.

Change Order Justification: These changes are due to user/owner requested modifications.

Total Project Change Orders and Amount: Eight (8) change orders for a total credit amount of \$210,495.95

Project Initiation Date: November 17, 2011

Design Professional: The McCarty Company

General Contractor: Flagstar Construction Company, Inc.

Total Project Budget: \$4, 479,107.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

19. USM– IHL 208-335 – Ross Boulevard Parking Project

Approval Request #1: Approval of Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Neel-Shaffer.

Approval Status & Date: APPROVED, January 26, 2017

Approval Request #2: Waiver of Design Development Documents

Board staff approved the Waiver of Design Development Documents as submitted by Neel-Shaffer.

Approval Status & Date: APPROVED, January 26, 2017

Approval Request #3: Contract Documents

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Board staff approved Contract Documents as submitted by Neel-Shaffer

Approval Status & Date: APPROVED, February 2, 2017

Approval Request #4: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, February 2, 2017

Project Initiation Date: May 19, 2016

Design Professional: Neel-Shaffer

General Contractor: TBD

Total Project Budget: \$1,350,000.00

20. USM – IHL 210-243 – Marine Education Center

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$76,720.00 and forty-six (46) additional days to the contract of Starks Construction Co., Inc.

Approval Status & Date: APPROVED, January 26, 2017

Change Order Description: Change Order #3 includes the following items: revision of the exterior doors to include additional break metal transom panels & flashing; upgrades to the security cameras and code blue rough-ins; additional conduit and fiber; and forty-six (46) days to the contract.

Change Order Justification: These changes are due to maintaining the design intent of the details i.e. ensuring the windows and openings course out with the siding and maintain the design intent; owner requested enhanced security and safety; extra conduit & fiber to support the above security camera and code blue phone rough-ins.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$100,174.75.

Project Initiation Date: August 21, 2008

Design Professional: Lake Flato

General Contractor: Starks Construction Co., Inc.

Total Project Budget: \$16,115,660.00

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21. ERC– GS 111-052 – Structural & Subsurface Repair

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of \$326,709.00 and seventy-five (75) additional days to the contract of Gregory Construction Services.

Approval Status & Date: APPROVED, February 10, 2017

Change Order Description: Change Order #3 includes the following items: installation of four (4) pole lights and twelve (12) up lights in the planting wells; repair beams in the crawl space; repair an exterior beam at the southeast corner of the building; install plant material, equipment & piping; repairs to the north parking lot; and seventy-five (75) days to the contract.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$500,983.50.

Project Initiation Date: August 21, 2008

Design Professional: JBHM

General Contractor: Gregory Construction Services

Total Project Budget: \$4,178,570.78

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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 Brunini, PLLC (statement dated 1/25/17) from the funds of Mississippi State University. (This statement, in the amount of \$100.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 100.00

Payment of legal fees for professional services rendered by Jones|Walker (statement dated 11/15/16) from the funds of Mississippi State University. (This statement, in the amount of \$90.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 90.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 1/11/17 and 2/7/17) from the funds of the University of Mississippi. (These statements, in the amounts of \$3,240.00 and \$3,360.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 6,600.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/14/16, 12/12/16, 12/12/16, 12/12/16, 12/12/16, 12/30/16, 1/5/17, 1/9/17, 1/12/17, 1/12/17, 1/12/17, 1/13/17, 1/13/17, 1/18/17, 1/20/17 and 2/6/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$710.50, \$196.00, \$3,993.50, \$634.50, \$1,568.00, \$6,174.00, \$1,543.50, \$612.50, \$859.42, \$2,229.50, \$1,078.00, \$4,876.59, \$1,984.50, \$21,927.50, \$7,016.90 and \$1,078.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 56,482.91

Payment of legal fees for professional services rendered by Hogan Lovells (statements dated 10/28/16, 11/30/16 and 12/22/16) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$47,108.40, \$28,444.61 and \$30,262.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 105,815.51

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Payment of legal fees for professional services rendered by Jones|Walker (statement dated 1/23/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$180.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 180.00

Payment of legal fees for professional services rendered by John T. Kitchens d/b/a Whitfield Law Group (statements dated 12/6/16, 12/6/16, 12/6/16, 12/6/16, 12/6/16, 12/6/16, 12/6/16, 12/20/16, 1/2/17, 1/2/17, 1/2/17, 1/2/17, 1/2/17, 1/2/17, 1/2/17 and 1/2/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$5,539.50, \$709.50, \$1,155.00, \$1,141.50, \$429.00, \$310.50, \$1,353.00, \$1,842.50, \$7,587.75, \$7,489.50, \$478.50, \$811.50, \$6,057.80, \$1,113.00, \$789.00 and \$1,830.00, respectively, represent services and expenses in connection with general legal/litigation advice.)

TOTAL DUE.....\$ 38,637.5

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 1/6/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$561.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.....\$ 561.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 2/1/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$28.51, \$70.46, \$1,500.00 and \$12.40, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.....\$ 1,611.37

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

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 12/9/16, 12/9/16, 12/9/16, 12/12/16, 12/19/16, 1/18/17, 1/18/17, 1/18/17 and 1/18/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Continuation Occidiofungin Patent Application" - \$1,328.50; "Engineering the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity against Fungal Species" - \$144.00; "Recombinant Fimbrial Protein of Aeromonas-hydrophila as Vaccine in Catfish" - \$1,200.00; "Listeria and Salmonella Assay Methods and Kits" - \$768.00; "Vibrio Assay Methods and Kits" - \$720.00; "Listeria and Salmonella Assay Methods and Kits" - \$1,080.00; "Engineering the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity against Fungal

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Species” - \$72.00; “Recombinant Fimbrial Protein of Aeromonas hydrophila as Vaccine in Catfish” - \$352.50 and “Detection of Antigenic Variants” - \$6,554.50, respectively.)

TOTAL DUE.....\$ 12,219.50

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 8/10/16, 8/10/16 and 2/2/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - \$130.00; “Occidiofungin, A Unique Antifungal Glycopeptide Produced By a Strain of Burkholderia Contaminans” - \$535.00 and “Occidiofungin, A Unique Antifungal Glycopeptide Produced By a Strain of Burkholderia Contaminans” - \$97.50, respectively.)

TOTAL DUE.....\$ 762.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 12/13/16) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Extruder Device” - \$480.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - \$1,998.50 and “Methods of Synthesizing Graphene from a Lignin Source” - \$1,824.00.)

TOTAL DUE.....\$ 4,302.50

Payment of legal fees for professional services rendered by Valauskas|Corder (statement dated 12/16/16) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Blue Stain System” - \$321.25.)

TOTAL DUE.....\$ 321.25

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 12/30/16, 12/30/16, 12/30/16, 12/30/16, 12/30/16, 12/30/16, 12/30/16, 12/30/16, 12/30/16, 12/30/16, 12/30/16 and 12/31/16) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Cannabidiol Prodrugs with Improved Bioavailability” - \$892.50; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$595.00; “Economic Process for MRSA Activities of Pure Cannabinoids” - \$595.00; “Economic Process for MRSA Activities of Pure Cannabinoids” - \$595.00; “Compositions Containing Delta-9-THC-Amino Acid Esters” - \$2,219.40; “Method of Treatment from Pneumocystis Pneumonia” - \$595.00; “Synergistic Analgesic Effects of Cannabidiol and Morphine” - \$595.00; “Highly Selective Sigma Receptor Ligands” - \$476.00; “Highly Selective Sigma Receptor Ligands” - \$476.00; “Highly Selective Sigma Receptor Ligands” - \$476.00; “Highly Selective Sigma Receptor Ligands” - \$476.00; “Highly Selective Sigma Receptor Ligands” - \$476.00;

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“Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$1,090.00 and
“Compositions Containing Delta-9-THC Amino Acid Esters” - \$3,859.16, respectively.)

TOTAL DUE.....\$ 13,416.06

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 12/13/16) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Stabilized Formulation of Triamcinolone Acetonide” - \$480.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$160.00 and “Longitudinal Gait Velocity Monitoring of Older Population” - \$38.00.)

TOTAL DUE.....\$ 678.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 7/26/16, 10/25/16, 12/15/16, 12/15/16, 1/24/17 and 1/24/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$972.00, \$700.00, \$416.50, \$311.50, \$38.00 and \$185.50, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.....\$ 2,623.50

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1. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL

The following items have been approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

- a. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. On February 10, 2017, Commissioner Glenn F. Boyce approved the request to enter into a lease agreement with Bernardo Caraballo Perez for a 4-bedroom, 1-bath residential property located at #100 Pole Ojea, Cabo Rojo, Puerto Rico, for the purpose of housing students, staff and faculty and storing research equipment used to conduct fisheries research funded by the Puerto Rico Department of Natural and Environmental Resources. The lease term is five years –March 1, 2017 through February 28, 2020, at a cost of \$600 per month (\$7,200 per year) to be prepaid annually on March 1st of each year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- b. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” Pursuant to Board Policy 707.03 Approval for Prepayment for Goods or Services, the Commissioner is authorized to approve certain prepayment/waivers on behalf of the Board. On February 23, 2017, Commissioner Glenn F. Boyce approved the request to amend the rental agreement with the City of Jackson for the purpose of renting Thalia Mara Hall in which to hold the March 17, 2017 UMMC Match Day Ceremony. The rental period is for one day at a total cost of \$700 to be prepaid in two installments as set out in the agreement. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- c. **UMMC** – In In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On February 28, 2017, Commissioner Glenn F. Boyce approved the request to enter into a Part-Time Space Occupancy License Agreement with Jackson Healthcare for Women, P.A. for approximately 184 square feet of exclusive and shared space located at 291 East Layfair Drive, Jackson, MS. The space is specifically defined in Exhibit A to the agreement. The cost of the agreement is \$120 per occupancy period (week) or \$5,760 annually (based on 48 occupancy periods per year). The term of the

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agreement is one year effective January 1, 2017. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

- d. **SYSTEM** – On March 2, 2017, Commissioner Glenn F. Boyce reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning October 1, 2016 and ending December 31, 2016. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions' submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.