

**BOARD OF REGENTS**  
*for*  
**KENTUCKY STATE UNIVERSITY**



**Quarterly Meeting of the Board of Regents**

Friday, July 15, 2022

12:00 p.m.

2nd Floor Julian M. Carroll

Academic Service Building

Frankfort, Kentucky 40601

**KENTUCKY STATE UNIVERSITY  
BOARD OF REGENTS  
QUARTERLY MEETING**

**\*\*\* Meeting Will be Conducted In-Person and by Teleconference\*\*\*  
Friday, July 15, 2022  
12:00 PM EDT**

Board of Regents' Room  
2nd Floor Julian M. Carroll Academic Services Building  
Frankfort, Kentucky 40601  
(Primary Physical Location)

**Zoom Link:** <https://kysu.zoom.us/j/92233383920>

**Webinar ID:** 922 3338 3920

**Phone One-Tap:** US: +13126266799,,92233383920# or +16468769923,,92233383920#

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**AGENDA**

- |  |   |
|--|---|
| <b>1. Call to Order</b>  | <b>Regent Dr. Gerald Patton</b><br>Board Chair  |
| <b>2. Swearing-In of Student Regent</b>  | <b>Ms. Elise Borne</b><br>Board Secretary   |
| <b>3. Roll Call</b>  | <b>Ms. Borne</b>  |
| <b>4. Approval of Agenda</b>   | <b>Chair Patton</b>   |
| <b>5. Officer Elections – Chair and Vice Chair/<br/>Appointment of Board Secretary</b> | <b>Attorney Lisa Lang</b><br>General Counsel  |
| <b>6. Ratification of Executive Committee</b>  | <b>Board Chair</b>  |
| <b>7. Presidential Quarterly Report</b>  | <b>Dr. Ronald A. Johnson</b><br>Interim President   |
| <b>8. Critical Areas</b>   |   |
| A. Approval Employee Evaluation Policy<br>and Process                                  | <b>Dr. Leroy Hamilton</b><br>Provost & VP of Academic Affairs<br><b>Ms. Candace Raglin</b><br>Director of Human Resources |
| B. Approval of Policy on Policies  | <b>Attorney Lang</b>  |
| C. Approval of Past and Pending Personnel Actions                                      | <b>Ms. Raglin</b>   |
| D. Approval of Registry Contract   | <b>Board Chair</b>  |
| E. Approval to Engage Project Management<br>Consulting Firm                            | <b>President Johnson</b>  |

F. Approval to Engage The Registry to Provide Interim Vice President for Student Engagement **President Johnson**

G. Approval of Fire Alarm Monitoring & Suppression **Dr. Gerald Shields**  
VP of Finance and Administration/CFO

**9. Consent Agenda** **Board Chair**

Approval of Minutes of Prior Meetings

A. April 27, 2022 Special Called Meeting

B. May 9, 2022 Special Called Meeting

C. June 3, 2022 Special Called Meeting

D. June 13, 2022 Special Called Meeting

E. June 27, 2022 Special Called Meeting

Miscellaneous

F. Approval of Renovation – Jackson Hall

G. Approval of Contract – ADP Renewal

H. Approval of Contract – Protiviti (Accounting Project Manager)

I. Approval of Contract – Athletic Training Services

J. Approval of Contract – McCarthy Strategic Solutions

K. Approval of Lease – Dell (Laptops)

L. Approval of Equipment Replacement – Rosenwald Center (HVAC System)

M. Approval of Renovation – Mobile Poultry Processing Building (Handicap Accessible Bathrooms)

N. Approval of Construction – Harold R. Benson Research and Demonstration Farm (Office Building)

O. Approval of Expenditure – AFX17 Hyperspectral Mounting Camera

P. Approval of Expenditure – Trinity F90 Drone

Q. Approval of Resolution – Aquaculture Mobile Classroom

R. Approval of Policy Rescission – Authorized Signature Policy

**10. Academic Affairs**

**Provost Hamilton**

Information Item(s)

- A. Provost Quarterly Report

Action Item(s)

- B. Approval of Anthology Contract Renewal

**11. Brand Identity**

**Dr. Clara Ross Stamps**  
SVP of Brand Identity & University Relations

Information Item(s)

- A. BREDS of the Quarter Recognition

**12. Finance and Administration**

**CFO Shields**

Information Item(s)

- A. CFO Quarterly Report
- B. Staff Holiday Calendar Update
- C. Internal Auditor Contract Update
- D. Student Housing and Facilities Update

Action Item(s)

- E. Approval of Expenditure – Research Properties
- F. Approval of Expenditure – New Residence Hall (Network Equipment)
- G. Approval of Expenditure – New Residence Hall (Security Cameras)
- H. Approval of Resolution – Kentucky River Thoroughbred
- I. Approval of Resolution – Old Federal Building
- J. Approval of Resolution – Authorized Signatory for Endowment

**13. Closed Session**

**Board Chair**

- Pending Litigation (KRS 61.810 (1)(c))

**14. Closing Remarks**

**Board Chair**

**Kentucky State University Board of Regents  
2022-23 Quarterly Meeting Dates**

July 15, 2022  
October 12, 2022  
January 11, 2023  
April 12, 2023



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 8A

### **ACTION ITEM:**

Approval of Employee Evaluation Policy and Process.

### **FACTS:**

House Bill 250 (hereinafter “HB250”), an act relating to Kentucky State University (hereinafter “KSU”), was signed into law on April 8, 2022. The Bill provided KSU with emergency funding of \$23 million to cover the University’s financial shortfalls. Additionally, HB250 set forth oversight measures for KSU, its Board of Regents, and the Council for Postsecondary Education (hereinafter “CPE”), respectively, in order to ensure KSU’s long-term recovery. Specifically, Section 1.(1)(g)1 and Section 1.(1)(g)2 of the HB250, which focused on the promulgation of increased effectiveness in the “institutional and operational performance” stipulates as follows:

(g) 1. ...[T]he Kentucky State University board of regents, in consultation with the Council on Postsecondary Education, shall develop a process to review all faculty and staff performance, including a post-tenure review for tenured faculty as described in subparagraph 2. of this paragraph. The process shall ensure a consistently high level of employee performance and shall include but not be limited to assessments by peers, students, and administrators. In addition to evaluating an employee's growth, accomplishments, and skills, the process shall be used to identify deficiencies and ineffectiveness and redirect employee efforts to improve or increase productivity. The process shall be used as a basis for decisions on continued employment, promotion, salary increases, tenure, and maintenance of tenure;

2. ...[T]he review process for tenured faculty shall include an evaluation of teaching effectiveness, research body of work, overall commitment to the mission of the university, and other criteria determined by the board and the council...

In an effort to initiate this process and to adhere to the mandates of HB250, KSU has succinctly outlined the attached policies and procedures related to employee evaluations to include post-tenure review.

### **BUDGETARY IMPLICATIONS:**

Not applicable.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State Board of Regents approve Staff Evaluation Policy and Process.

### **MOTION:**

Approve the Staff Evaluation Policy and Process.

## **MEMORANDUM**

**TO:** Dr. Ronald A. Johnson  
Interim Kentucky State University Board of Regents

**FROM:** Candace Raglin  
Director of Human Resources

**DATE:** July 15, 2022

**SUBJECT:** Kentucky State University Staff Performance Process

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### **INTRODUCTION**

House Bill 250 (hereinafter “HB250”), an act relating to Kentucky State University (hereinafter “KSU”), was signed into law on April 8, 2022. The Bill set forth oversight measures for KSU, its Board of Regents, and the Council for Postsecondary Education (hereinafter “CPE”), respectively, in order to ensure KSU’s long-term recovery. Specifically, Section 1.(1)(g)1 of the HB250, which focused on the promulgation of increased effectiveness in the “institutional and operational performance” stipulates as follows:

(g) 1. ...[T]he Kentucky State University board of regents, in consultation with the Council on Postsecondary Education, shall develop a process to review all faculty and staff performance...The process shall ensure a consistently high level of employee performance and shall include but not be limited to assessments by peers, students, and administrators. In addition to evaluating an employee's growth, accomplishments, and skills, the process shall be used to identify deficiencies and ineffectiveness and redirect employee efforts to improve or increase productivity. The process shall be used as a basis for decisions on continued employment, promotion, salary increases, tenure, and maintenance of tenure...

In an effort to initiate this process and to adhere to the mandates of HB250, KSU has succinctly outlined below the policies and procedures related to employee evaluations to include post-tenure review.

## **STAFF EVALUATION PROCESS**

The annual performance evaluation of staff members is a key component of an employee's development. **The evaluation is aligned with major job responsibilities and core competencies of each employee's position.** The annual performance review at KSU is intended to be a fair and balanced assessment of an employee's day-to-day job performance.

In ensuring the appropriate implementation of the expectations of HB250, KSU has developed a policy (Appendix A) along with a companion evaluation form (Appendix B) to be reviewed and approved by the Board of Regents at its upcoming Board Meeting as deemed appropriate and as timing allows. KSU's proposed policy is for each staff member, full-time and part-time, to have a performance evaluation annually. Appropriate training materials (Appendix C) will also be introduced and presented by the Office of Human Resources (hereinafter "OHR") campus-wide.

Previously, the evaluation process was completed fiscally; however, KSU has transitioned into an annual calendar year evaluation process. **The evaluation standards will include deadlines to establish annual goals, mid-year reviews, and end-of-year evaluations.** Furthermore, previous evaluations were completed in hard copy, paper format delivered through employee emails in the University's campus announcements. In the 2019-2020 academic year, the staff evaluation process transitioned to the newly implemented Human Resources Information System (HRIS). However, there were several challenges with the implementation and delivery process. For that reason, the evaluation process for staff reverted back to the hard copy process. Moving forward, the goal of the OHR is to work with KSU's vendor(s) well in advance to ensure that online evaluation is thorough and user friendly for both employees and supervisors. When done properly, annual evaluations strengthens the relationship between employee and supervisor, increases communication, clarifies expectations and appraises past performance.

**The Office of Human Resources is working to align the performance evaluation with the results of a salary band analysis and alignment of education and relevant experience. Upon recommendation and the approval of the President and the Board of Regents, the Office of Human Resources is requesting an outside third party consultant complete a study of appropriate salary bands that correlate with our respective job descriptions.**





## KENTUCKY STATE UNIVERSITY POLICIES AND PROCEDURES

**POLICY TITLE: PERFORMANCE EVALUATION**

**SECTION/NUMBER:**

**APPROVED BY: N/A**

**EFFECTIVE DATE: TBA**

**REVISED FROM: N/A**

**PURPOSE:** All University supervisors shall provide employees with a written performance evaluation complemented by an individual performance meeting each calendar year. The principal purpose of the performance evaluation process is to provide two-way communication between a supervisor and the employee about the employee's work performance and to establish goals for the upcoming calendar year. **The evaluation is shall be aligned with major job responsibilities and core competencies of each employee's position.**

### **POLICY STATEMENT:**

**PERFORMANCE EVALUATIONS:** Supervisors must conduct written performance evaluations annually using the University-approved system. All supervisors must also provide rigorous feedback, coaching, and at least one performance assessment meeting during the first 90 days of when the University hires, transfers, or promotes an employee. **In addition, the evaluation standards will include deadlines to establish annual goals, mid-year reviews, and end-of-year evaluations.**

There may be exceptional circumstances that preclude a supervisor from completing an annual written performance evaluation and meeting. Supervisors shall request an exception with the OHR if extenuating operational circumstances prevent the completion of an annual written

performance evaluation.

**ANNUAL PERFORMANCE EVALUTION PERIOD:** The performance evaluation period for employees follows the University's calendar year from January 1 to December 31 each year. Supervisors shall forward employee performance evaluations to the OHR by March 15 for the preceding year.

**ONGOING EVALUATION:** Supervisors should provide performance feedback throughout the year and should immediately address any issue through verbal or written notices as outlined in the University's Performance Improvement Plan Policy.

**COMPLETING THE PERFORMANCE EVALUTION:** Both the supervisor and employee must sign (electronically or physically) the evaluation acknowledging each has reviewed the document acknowledging only that the employee received the evaluation. If the employee disagrees with the ratings or comments made by the supervisor, the employee shall have the right to provide a written response to the evaluation. The employee must provide that written response within 30 days of the evaluation to the employee's supervisor and to the OHR. The OHR shall file the employee's written response to the evaluation with the employee's evaluation so that it will be part of the official record.

If a disagreement relating to the evaluation arises between the supervisor and the employee, the OHR shall resolve procedural disputes only.

**RECORDKEEPING:** The supervisor shall be responsible for forwarding the employee's Performance Evaluation to OHR. The OHR shall file annual performance evaluations in the employee's official file in accordance with the University Model Retention Schedule.

**ENTITIES AFFECTED:**

- All full-time and part-time staff
- Performance evaluations (for faculty and administrator) shall be governed by the Kentucky State University Faculty Handbook

## APPENDIX I: POLICY TEMPLATE

### **POLICY OWNER/INTERPRETING AUTHORITY:**

Human Resources

### **RELATED POLICIES/DOCUMENTS:**

Refer to the Staff Performance Evaluation Form

Probationary Period



# Kentucky State University Performance Evaluation and Yearly Review

<b>Review Period</b>	/ /	<b>to</b>	/ /
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Return completed evaluations, signed and dated, to the Office of Human Resources by: May 2, 2022.

Employee:		Supervisor:	
CWID:		Reviewer:	
Department:		Date of Last Review:	
Title:		Date of This Review:	

**PART I: INSTRUCTIONS**

**Employee:** Please complete the Employee Self-Assessment, Employee Development and Career Goals and the Evaluation portions of the Annual Review before meeting with your Supervisor or reviewer.

**Reviewer:** Please complete the Evaluation portion of the Annual Review. Once completed, with the employee, review the evaluation and create goals/objectives for the next year. Return completed review to the Office of Human Resources by May 2, 2022.

RATING SCALE:		
1	Significantly Needs Improvement	The employee does not meet any requirements.
2	Needs Improvement	The employee meets some, but not all requirements. Improvement is needed in some areas.
3	Meets Expectations	The employee meets the basic requirements.
4	Meets and Occasionally Exceeds Expectations	The employee meets all of the basic requirements and will go above and beyond at times.
5	Significantly Exceeds Expectations	The employee consistently goes above and beyond what is asked and excels in all requirements

## PART II: EMPLOYEE SELF-ASSESSMENT

Reflecting on this past year, January 1, 2021 to December 31, 2021, please answer the following questions:

1. What were your major achievements this year?

2. What two goals, within your department, do you expect to achieve during the next fiscal year?

3. What three topics would you like to discuss with your supervisor during your annual performance review?

## PART III: EMPLOYEE DEVELOPMENT/CAREER GOALS

Training & Development Opportunities:

In what areas, related to your current role, could you improve over the next year?

What training do you feel would be beneficial for you to successfully complete the requirements of your current role?

What additional training, skills or knowledge do you feel would help you to enhance your ability to obtain your next role within KSU?

Career Path Interest within KSU?
1.
2.
3.

Continuing Education Goals(if applicable): Please list any education goals you would like to achieve within the next few years (i.e. "complete bachelors degree", "earn certificate in certain field", etc).

**PART IV: REVIEW OF PERFORMANCE**

Core Competency	Definition (Expected Behaviors)	Employee Rating	Reviewer Rating	Comments
Knowledge of Organization	Employee strives to exemplify KSU's Mission, Vision and Core Values.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:
Commitment	Employee is committed to "getting it done" and works diligently, takes responsibility for and commits to achieving all required tasks and assignments for the betterment of the University.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:
Urgency	Employee has a "the time is now" mentality and seeks to accomplish all responsibilities in a timely manner.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:

Knowledge of Specific Role	Employee has a working knowledge of their specific job and their department goals, responsibilities and expectations.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:
Core Competency	Definition (Expected Behaviors)	Employee Rating	Reviewer Rating	Comments
Professionalism	Employee maintains a professional demeanor and strives to promote an ethical and moral standard in their department and on campus for all co-workers, supervisors, students and visitors.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:
Accountability and Dependability	Employee contributes to the effectiveness of the department and the mission, vision and core values of the University.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:
Initiative and Productivity	Employee performs work accurately, thoroughly and promptly.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:
Adaptability and Flexibility	Employee is open and willing to learn new ideas, programs, systems and structures.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:
Decision-Making and Problem-Solving	Employee makes sound and logical job-related decisions that are in the best interest of their department and KSU.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:

<b>Overall Performance</b>	Overall, the employee strives to be a positive influence for their department, co-workers, students and campus visitors and works to uphold the standards of Kentucky State University.	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	<input type="checkbox"/> Significantly Needs Improvement <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Meets and Occasionally Exceeds Expectations <input type="checkbox"/> Significantly Exceeds Expectations	Employee:  Reviewer:
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**PART V: OVERALL COMMENTS**

**EMPLOYEE OVERALL COMMENTS**

**EMPLOYER OVERALL COMMENTS**

Employee's Signature:	Date signed:
Reviewer's Signature:	Date Signed:
Supervisor's Signature: (If different than Reviewer)	Date Signed:



## EXPLANATION OF CORE COMPETENCIES

Knowledge of organization	<p>Employee strives to exemplify the KSU's Mission, Vision and Core Values.</p> <ul style="list-style-type: none"> <li>✓ Embraces respect</li> <li>✓ Upholds ethical standard</li> <li>✓ Fosters a "Change Agent" attitude</li> <li>✓ Upholds our student centered philosophy</li> <li>✓ Strives for excellence and innovation</li> <li>✓ Works to maintain their social responsibility</li> </ul>
Commitment	<p>Employee is committed to "getting it done" and works diligently, takes responsibility for and commits to achieving all required tasks and assignments for the betterment of the University.</p>
Urgency	<p>Employee has a "the time is now" mentality and seeks to accomplish all responsibilities in a timely manner.</p> <ul style="list-style-type: none"> <li>✓ Prioritizes important tasks and sets deadlines for completions.</li> <li>✓ Will ask for help or guidance when needed to stay on track.</li> <li>✓ Restructures procedures to stay on track or will revamp plan to achieve goal.</li> <li>✓ Sees there is an opportunity for improvement and compiles a plan to fix it.</li> </ul>
Knowledge of Specific Role	<p>Employee has a working knowledge of their specific job and their department goals, responsibilities and expectations.</p> <ul style="list-style-type: none"> <li>✓ Employee is able to complete the tasks asked of them with limited direction.</li> <li>✓ Employee can explain their role and what the expected outcome of their tasks should be.</li> <li>✓ Employee has or is working towards gaining the knowledge, skills and abilities required of their position.</li> </ul>
Professionalism	<p>Employee maintains a professional demeanor and strives to promote an ethical and moral standard in their department and on campus for all co-workers, supervisors, students and visitors.</p>
Accountability and Dependability	<p>Employee contributes to the effectiveness of the department and the mission, vision and core values of the University.</p> <ul style="list-style-type: none"> <li>✓ Can be trusted to complete assignments and other tasks when asked.</li> <li>✓ Comes to work when scheduled and on time.</li> <li>✓ Takes responsibility for their actions (both positive and negative).</li> </ul>
Initiative and Productivity	<p>Employee performs work accurately, thoroughly and promptly.</p> <ul style="list-style-type: none"> <li>✓ Prioritizes workload effectively.</li> <li>✓ Effectively organizes work to accomplish multiple responsibilities on time.</li> <li>✓ Willing to do more than requested.</li> </ul>
Adaptability and Flexibility	<p>Employee is open and willing to learn new ideas, programs, systems and structures.</p> <ul style="list-style-type: none"> <li>✓ Willing to take on new projects.</li> <li>✓ Quickly jumps on board with new role outs, policies or expectations.</li> <li>✓ Open to learning new ideas.</li> <li>✓ Embraces change.</li> </ul>
Decision Making and Problem Solving	<p>Employee makes sound and logical job-related decisions that are in the best interest of their department and KSU.</p>
Communication	<p>Employee has the ability to listen effectively and communicates efficiently, both orally and in writing.</p>
Working Relationships	<p>Employee proactively seeks to positively interact with all co-workers, supervisors and students while working to help foster a diverse, respectful and cooperative workplace.</p>



# Performance Evaluation Overview

January 2021

# Goal Setting and Planning

The evaluation standards should include deadlines that to establish annual goals.

**Employee:** Please complete the Employee Self-Assessment, Employee Development and Career Goals and the Evaluation portions of the Annual Review before meeting with your Supervisor or reviewer.

**Reviewer:** Please complete the Evaluation portion of the Annual Review. Once completed, with the employee, review the evaluation and create goals/objectives for the next year.

Return the completed review to the Office of Human Resources scheduled return date.

RATING SCALE:	
1. Significantly Needs Improvement	The employee does not meet any requirements.
2. Needs Improvement	The employee meets some, but not all requirements. Improvement is needed in some areas.
3. Meets Expectations	The employee meets the basic requirements.
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# Example

PART IV: REVIEW OF PERFORMANCE				
Core Competency	Definition (Expected Behaviors)	Employee Rating	Reviewer Rating	Comments
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# Goals should be:

## S.M.A.R.T.

- **S**pecific is the goal clearly defined to obtain the result or desired outcome to solve a problem, take advantage of an opportunity, or meet a challenge?
- **M**asurable does the goals demonstrate tangible progress towards a desired outcome?
- **A**ttainable Is the goal attainable or feasible given the resources available?
- **R**elevant/**R**ealistic does the goals align within the scope of the University's mission and values?
- **T**ime Bound Does the goal have a target date for completion? It must be achievable and realistic.

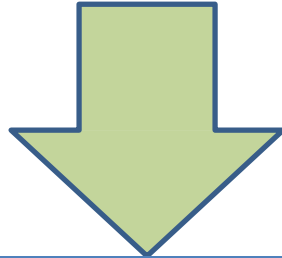


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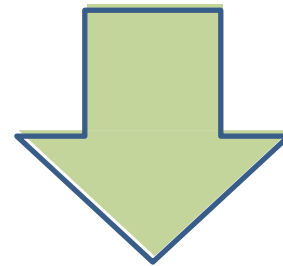
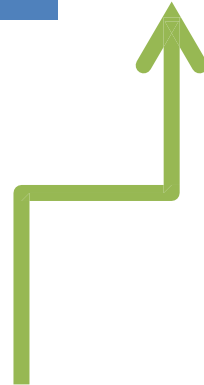
# FRAMEWORK

Plan your approach, craft your leadership communication, seek counsel from HR

Schedule appraisal meeting include rational and purpose



Have employee complete self-assessment



Conduct appraisal, set follow up meeting with employee, meet deadlines



## AVOID THESE COMMON ERRORS WHEN EVALUATING

**Central Tendency Effect**-An employee is consistently rated at or near the midpoint of the scales regardless of the actual level of performance the problem:

- a) there is organizationally no differentiation between good and bad performers.
- b) damage arises to high achievers because of lack of realistic appraisal

**Negative or Positive Leniency**- Employee is rated too hard to too lenient

**Halo Effect**- Generalizing (positively) from one aspect of performance to all aspects of performance.

**Halo Effect**- Generalizing (positively) from one aspect of performance to all aspects of performance.

**Devil Effect**-Opposite of Halo Effect, generalizing from one or two negative aspects to performance and becoming blind to the positive aspects.

**Similar-to-me-Effect**- Tendency to judge more favorably those people who you like or find comfort with. Appraise performance and behaviors, not personality or background similar to supervisor.



# Planning Performance Evaluations

## *In advance of the Annual Performance Review:*

- Ask employee to complete the self-assessment.
- Share what date you would like to have the self-assessment returned.

## *Prepare for the meeting:*

- Review employee's self-assessment document (if completed) and job description. **The evaluation should align with the employee's major job responsibilities and core competencies.**
- Review employee's previous year's goals, if applicable.
- Review employee's performance documentation.
- Prepare the Evaluation Form.
- Draft recommended goals to be discussed during the review.
- Prepare a list of expectations to discuss.
- Review and document University and department objectives.
- Share draft evaluation with your supervisor for input. (Recommended)





# Planning Performance Evaluations cont.

## ***The day of the Annual Performance Review:***

- Schedule a meeting with employee to review
- Bring two copies of the job description.
- Bring two copies of the Evaluation Form.
- Bring list of goals and objectives created during the last review, if applicable.
- Bring performance documentation for support.
- Bring list of expectations to be discussed.
- Draft and bring goals for next year.
- Be prepared to take notes.

## ***During the Annual Performance Review:***

- Explain the performance management process and the goals of the Annual Performance Review.
- Provide employee with a copy of the job description and Evaluation Form.
- Discuss employee's performance as it relates to the values, behaviors and expectations listed.
- Actively listen.
- Maintain decorum.
- Ask employee about any contributions that were not discussed.



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# Planning Performance Evaluations cont.

## ***During the Annual Performance Review: CONT.***

- are draft evaluation with your supervisor for input. (Recommended)
- Ask employee about obstacles or challenges toward progress.
- Verify employee has resources needed to be successful.
- Discuss expectations for the upcoming review period.
- Work with the employee to develop professional development goals
- Sign the Evaluation Form and have the employee sign acknowledging receipt of the evaluation.

## ***After the Annual Performance Review:***

- The employee has 5 days to add comments to the Evaluation form
- Ensure you have all required signatures
- If necessary, work with the OHR to update the job description
- Send the updated performance evaluation to the OHR.

Please direct any questions to the Office of Human Resources [human.resource@kysu](mailto:human.resource@kysu).



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Mr. Travis Powell  
Vice President and General Counsel  
Council on Postsecondary Education  
100 Airport Road, 2nd Floor  
Frankfort, KY 40601  
[Travis.Powell@ky.gov](mailto:Travis.Powell@ky.gov)

July 13, 2022

Dear Mr. Powell:

Thank you for your email feedback about the HB 250 mandate regarding the faculty evaluation process at Kentucky State University. I would also like to thank Dr. Janna Vice for her guidance in developing an evaluation process that will strengthen teaching and learning at KSU.

With the assistance of CPE, the proposed faculty evaluation process addresses the comments and feedback from your office. For this reason, attached kindly find the following revised documents and response table:

1. Exhibit 1 - Cover Letter
2. Exhibit 2 - Evaluation Rubric Scoring Sheet
3. Exhibit 3 - Faculty Evaluation Calendar
4. Exhibit 4 - Faculty Evaluation Point System
5. Exhibit 5 – Evaluation Policy of all Faculty 2022-23
6. Exhibit 6 – Post Tenure Review
7. Exhibit 7 - Responses to CPE Feedback on July 1, 2022
8. Exhibit 8 - Responses to CPE Feedback on July 11, 2022

Again, many, MANY thanks to the entire CPE team for your assistance. Let me know if you have questions.

With best wishes,

Dr. Leroy Hamilton, Jr.  
Provost and Vice President for Academic Affairs  
Kentucky State University

**IN ALL THINGS EXCELLENCE**

*Kentucky State University is an equal educational and employment opportunity/affirmative action institution.*

# RUBRIC EVALUATION SCORING SHEET

## CATEGORY I: TEACHING

<b>Instructions:</b> For the items below rate the faculty member from 1 to 4 according to the Item Rating Scale given to the right. <u>All items in the Teaching Category must be evaluated.</u> For each of the teaching roles A and B, an average will be computed. Please write these averages in the “Averages Column” for each respective teaching role.	<b>Item Ratings</b> Outstanding = 4 Above Satisfactory = 3 Satisfactory = 2 Need Improvement = 1  Unsatisfactory = 0	<u><b>Averages Column</b></u>
<b>A. Instructional Design</b> The extent to which the faculty member:		
1. Syllabi follow guidelines identified by University Guidelines.		
2. Assignments, projects, and exams are related to the outcome(s) identified for the course.		
3. Instructional activities are clearly related to the outcome(s) identified for the course.		
4. Course materials, including textbook, are clearly related to course outcome(s).		
5. Instructional materials are appropriate for the target student population.		
6. Uses “up-to-date” course materials.		
7. Prepares assignments, handouts, exams, and activities to promote student interest and enhance learning.		
8. Total successful credit hour production (grades > F) is greater than or equal to 2/3 faculty base salary and verified with student competencies per syllabus stated assessment reports.		
<b>Instructional Design Rating</b>		
<b>B. Content Expertise</b> The extent to which the faculty member:		
1. Demonstrates knowledge of discipline.		
2. Demonstrates competence with course content that is relevant and thorough.		
3. Instructional technology use is clearly related to the outcome(s) identified for the course.		
4. Instructional technology use promotes mastery of concept(s) or content of the course.		
<b>Content Expertise Rating</b>		

## RUBRIC EVALUATION SCORING SHEET

### CATEGORY II: SCHOLARLY ACTIVITY

<b>Instructions:</b> In the second column, item <b>mark required items with an “R”</b> . Items not so marked must not be evaluated. For the <b>marked items</b> below rate the faculty member from 1 to 4 according to the Item Rating Scale given to the right. For the scholarly activity category an average will be computed. Please write this average in the “Averages Column” at the bottom of the page for the “Scholarly Activity Rating.”	<b>Items to be Evaluated</b>	<b>Item Ratings</b> Outstanding = 4 Above Satisfactory = 3 Satisfactory = 2 Need Improvement = 1 Unsatisfactory = 0	<b><u>Averages Column</u></b>
1. Publishes papers in journals and conference proceedings within teaching field or area of specialization.	<b>R</b>		Scholarly Activity Rating
2. Writes books or chapters in books in teaching field or area of specialization.			
3. Presents papers in the teaching or related field for delivery at professional meetings.	<b>R</b>		
4. Devises, produces, or performs creative works related to one’s teaching or allied field.			
5. Designs, constructs, or produces technical applications or policy reports related to one’s teaching or allied field.			
6. Submits through University channels a grant proposal.			
7. Acquires funding for grants.			
8. Lends significant assistance to the author of a funded grant.			
9. Receives renewal of grants at the expected level.			
10. Serves as a paid consultant in one’s specialized area.			
11. Supervises research projects.	<b>R</b>		
12. Reviews manuscripts, books, journals and articles.			
13. Receives awards or recognition in one’s area of expertise.			

## RUBRIC EVALUATION SCORING SHEET

### CATEGORY III: PROFESSIONAL DEVELOPMENT AND SERVICE

<p><b>Instructions:</b> Some of the items below are required by the department, while others are selected by the faculty member for evaluation. In the second column, <b>mark required items with an “R”</b> and <b>mark selected items with an “S.”</b> Items not so marked must not be evaluated. For the <b>marked items</b> below rate the faculty member from 1 to 4 according to the Item Rating Scale given to the right. For the Professional Development and Service category an average will be computed. Please write this average in the “Averages Column” at the bottom of the page for the “Professional Development and Service Rating.”</p>	<b>Items to be Evaluated</b>	<p style="text-align: center;"><b>Item Ratings</b></p> <p style="text-align: center;">Outstanding = 4</p> <p style="text-align: center;">Above Satisfactory = 3</p> <p style="text-align: center;">Satisfactory = 2</p> <p style="text-align: center;">Need Improvement = 1</p> <p style="text-align: center;">Unsatisfactory = 0</p>	<u><b>Averages Column</b></u>
1. Participates in meetings, symposia, seminars, or colloquia and attends enhancement courses on or off campus.	<b>R</b>		Professional Development and Service Rating
2. Studies towards a higher degree or acquires additional training.			
3. Receives fellowships related specifically to professional field.			
4. Assists in organizing meetings, symposia, seminars, or colloquia.			
5. Holds membership in professional organizations.	<b>R</b>		
6. Holds leadership position(s) in professional organizations.			
7. Reviews grant proposals.			
8. Renders professional assistance (in one’s area of expertise) to educational or other agencies.			
9. Receives professional recognition through awards and honors.			

# RUBRIC EVALUATION SCORING SHEET

## CATEGORY III: UNIVERSITY SERVICE

<p><b>Instructions:</b> Some of the items below are required by the department, while others are selected by the faculty member for evaluation. In the second column, <b>mark required items with an “R”</b> and <b>mark selected items with an “S.”</b> Items not so marked must not be evaluated. For the <b>marked items</b> below rate the faculty member from 1 to 4 according to the Item Rating Scale given to the right. For the University Service Category, an average will be computed. Please write this average in the “Averages Column” at the bottom of the page for the “University Service Rating.”</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Items to be Evaluated</b></p>	<p style="text-align: center;"><b>Item Ratings</b></p> <p style="text-align: center;">Outstanding = 4</p> <p style="text-align: center;">Above Satisfactory = 3</p> <p style="text-align: center;">Satisfactory = 2</p> <p style="text-align: center;">Need Improvement = 1</p> <p style="text-align: center;">Unsatisfactory = 0</p>	<p style="text-align: center;"><u><b>Averages Column</b></u></p>
1. Participates in College committees.	<b>R</b>		
2. Participates in School committees.	<b>R</b>		
3. Participates in university-wide committees.	<b>R</b>		
4. Assists with University sponsored activities.	<b>R</b>		
5. Procures resources for the University.			
6. Participates in student recruitment activities.	<b>R</b>		
7. Advises student organizations or mentors students or groups of students to enhance the quality of campus life	<b>R</b>		
8. Provides or plans lectures or workshops.	<b>R</b>		
9. Receives awards or honors.	<b>R</b>		
10. Advises all assigned students with proficiency.			
11. Attends required meetings associated with one’s school.	<b>R</b>		
12. Attends required meetings associated with one’s College.	<b>R</b>		
13. Attends required meetings associated with the University.	<b>R</b>		
14. Volunteers to serve as worker, supervisor, or administrator for any organization, such as a civic, political, charitable, medical, ethnic, environmental, or religious one, that serves a designated community			
<b>University Service Rating</b>			



## HB 250 ALL FACULTY EVALUATION CALENDAR 2022-2023

<b>Date</b>	<b>Day</b>	<b>Description</b>
August 15, 2022	Monday	Faculty Required Return to Campus
September 1, 2022	Thursday	Unit Peer Review Committee formed
September 15, 2022	Thursday	Faculty deadline to submit dossier materials into Interfolio for Peer Review Committee
October 14, 2022	Friday	Peer Review Committee deadline to complete results/reviews to forward to Chairperson
January 13, 2023	Friday	Chair deadline to complete review of findings from Peer Review Committee with faculty member
February 1, 2023	Wednesday	Chair deadline to complete review and submit Chair non-reappointment/reappointment decision and dossier materials to Dean
February 15, 2023	Wednesday	Dean deadline to notify Chair of Dean's review and decision of non-reappointment/reappointment and send dossier materials to Provost
March 1, 2023	Wednesday	Provost deadline to send response to Dean regarding non-reappointment/reappointment of faculty member
March 15, 2023	Wednesday	Provost deadline to send notification to President of non-reappointments with no appeals
March 30, 2023	Thursday	Provost deadline to send notification to President of non-reappointments with appeals

# **KENTUCKY STATE UNIVERSITY**

## Faculty Evaluation Process Point System

## Table of Contents

<b>1.0</b>	<b>Areas of Evaluation</b>	<b>2</b>
2.1.	Category I: Teaching	2
2.2.	Category II: Research-Scholarly Activity and Grantsmanship	5
2.3.	Category III: Professional Development and Service	8
2.4.	Category IV: University Service	10
<b>2.0</b>	<b>Post-Tenure Review Requirements</b>	<b>13</b>
3.1.	Evaluation and Percentage Scoring by Rank	13
3.2	Requirements by Rank	13
<b>3.0</b>	<b>Presentation of Documentation</b>	<b>15</b>
<b>4.0</b>	<b>Post -Tenure Review Candidates' Requirements</b>	<b>15</b>

## **1.0 AREAS OF EVALUATION**

### **1.1 Category I: Teaching**

**[Evaluation is required of all items in this category.]**

#### **A. Instructional Design**

##### **1. Syllabi follow university common syllabus template**

4 points – All items follow syllabus guidelines.

3 points – A majority (n = 18) of the items (75%) follow guidelines.

2 points – Most (n = 14) of the items (60%) follow guidelines.

1 point – Less than 60% (n = <14) of the items are followed. Syllabi need to be brought into compliance.

##### **2. Assignments, projects, and exams are linked to the outcome(s) identified for the course**

4 points – Assignments, projects, and exams show a high qualitative relationship to course outcomes.

3 points – Assignments, projects, and exams are fully related to the outcome(s) identified for the course.

2 points – Assignments, projects, and exams are sufficiently related to the outcome(s) identified for the course

1 point – Assignments, projects, and exams are insufficiently related to the outcome(s)

##### **3. Instructional activities are linked to the outcome(s) identified for the course**

4 points – Instructional activities show a high qualitative relationship to course outcomes.

3 points – Instructional activities are clearly related to the outcome(s) identified for the course.

2 points – Instructional activities are sufficiently related to the outcome(s) identified for the course.

1 point - Instructional activities are insufficiently related to the outcome(s) identified for the course.

**4. Course materials, including textbook(s), are clearly related to course outcome(s).**

- 4 points – Course materials show a high qualitative relationship to course outcomes.
- 3 points – Course materials, including textbook(s) are fully related to course outcomes.
- 2 points – Course materials, including textbook(s) are satisfactorily related to course outcomes.
- 1 point - Course materials, including textbook(s) are unsatisfactorily related to course outcomes. (Consider using “not satisfactorily” here.)

**5. Instructional materials are appropriate for the target population.**

- 4 points - Activities for the target population show an outstanding level of appropriateness to course outcomes.
- 3 points – Instructional materials are fully appropriate for the target population.
- 2 points – Instructional materials are sufficiently appropriate for the target population.
- 1 point – Instructional materials are insufficiently appropriate for the target population.

**6. Up-to-date” course materials are used**

- 4 points – Course materials represent best practices.
- 3 points – Materials are established, created, or revised within the last two years.
- 2 points – Materials are established, created, or revised within the last three years.
- 1 points – Materials need an update.

**7. Prepares assignments, handouts, exams, and activities to promote student interest and enhance learning.**

- 4 points – Assignments, handouts, exams, and activities help students to prepare for research or projects presented on and off campus.
- 3 points – Multiple and varied assignments, handouts, exams, and activities are used to promote student interest and enhance learning.
- 2 points – Multiple and similar assignments, handouts, exams, and activities are used to promote student interest and enhance learning.
- 1 point – Limited and duplicative/similar assignments, handouts, exams, and activities are used to promote student interest and enhance learning.

**8. Total successful credit hour production (grades > F) is greater than or equal to 2/3 faculty base salary and verified with student competencies per syllabus stated assessment reports.**

- 4 points – Credit hour production (grades > F) is greater than or equal to 2/3 faculty base salary
- 3 points – Credit hour production (grades > F) is greater than or equal to 1/2 faculty base salary
- 2 points – Credit hour production (grades > F) is greater than or equal to 1/3 faculty base salary
- 1 points – Credit hour production (grades > F) is greater than or equal to 1/4 faculty base salary

**B. Content Expertise**

**1. Demonstrates knowledge of the discipline**

- 4 points – Demonstrates knowledge added to the discipline
- 3 points – Demonstrates extended knowledge of the discipline
- 2 points – Demonstrates current and general knowledge of the discipline
- 1 point – Demonstrates limited knowledge of the discipline

**2. Demonstrates competence with course content that is relevant and thorough**

- 4 points - Demonstrates superior competence with course content that is relevant and thorough.
- 3 points – Demonstrates high competence with course content that is relevant and thorough
- 2 points – Demonstrates adequate competence with course content that is relevant and thorough
- 1 point - Demonstrates low competence with course content that is relevant and thorough

**3. Instructional technology use is clearly related to the outcome(s) identified for the course.**

- 4 points – Instructional technology use is innovatively linked to course outcomes
- 3 points – Instructional technology use is clearly linked to course outcomes
- 2 points – Instructional technology use is sufficiently linked to course outcomes
- 1 point - Instructional technology use is insufficiently linked to course outcomes

#### **4. Instructional technology promotes mastery of concept(s) or content of the course**

- 4 points – Instructional technology promotes extended mastery of concept(s) or content of the course.
- 3 points – Instructional technology promotes strong mastery of concept(s) or content of the course.
- 2 points – Instructional technology promotes sufficient mastery of concept(s) or content of the course.
- 1 point – Instructional technology promotes insufficient mastery of concept(s) or content of the course

### **1.2 Category II: Research - Scholarly Activity and Grantsmanship**

**The University requires evaluation of items 1, 3 and 11. Each department may require additional items. Other items may be selected by the faculty member. Maximum points equal the total of University requirements, departmental requirements and candidate selection of items. Documentation should include the last three years of employment at Kentucky State University.**

#### **1. Publishes papers in journals and conference proceedings within teaching field or area of specialization**

- 4 points – Two or more refereed journal articles or refereed conference proceedings published or presented
- 3 points – Any refereed journal article with proper supporting documentation of acceptance or provisional status for publication.
- 2 points – Published refereed or non-refereed conference proceedings from an international, national or regional meeting
- 1 point – Paper or non-refereed journal article receives full or conditional acceptance

#### **2. Writes or co-authors books or chapters in books in teaching field or area of Specialization**

- 4 points – Authors a scholarly book
- 3 points – Co-authors a scholarly book
- 2 points - Authors a chapter in a scholarly book
- 1 point – Co-authors a chapter in a scholarly book

**3. Presents papers in the teaching or related field for delivery at professional meeting or conference**

- 4 points – Two or more presentations of scholarly papers at an international or national professional meeting or conference
- 3 points – Presentation of a scholarly paper at an international or national professional meeting or conference
- 2 points – Presentation of a scholarly paper at a regional or local professional meeting or conference
- 1 point – Presentation of a scholarly paper at a faculty forum

**4. Devises, produces, or performs creative works related to one's teaching or allied field**

- 4 points – Plans and produces two or more works of art or cultural activities that are related to one's teaching or allied field.
- 3 points – Plans and produces a work of art or a cultural activity that is related to one's teaching or allied field
- 2 points – Assists with planning and producing a work of art or a cultural activity that is related to one's teaching or allied field
- 1 point – Receives awards or recognition for planning and producing a work of art or a cultural activity that is related to one's teaching or allied field

**5. Designs, constructs, or produces technical applications or policy reports related to one's teaching or allied field**

- 4 points – Authors two or more technical applications or policy reports related to one's teaching or allied field.
- 3 points – Authors a technical application or policy report related to one's teaching or allied field
- 2 points - Assists with a technical application or policy report related to one's teaching or allied field
- 1 point – Contributes to a technical application or policy report related to one's teaching or allied field

**6. Submits a grant proposal through university channels**

- 4 points – Submits more three or more properly documented grant proposals
- 3 points – Submits at two properly documented grant proposals



- 2 points – Submits one documented grant proposal
- 1 point – Submits a grant proposal as a co-author

**7. Acquires funding for grants**

- 4 points – Awarded sources of grant funding greater than \$50,000
- 3 points – Awarded sources of grant funding up to \$50,000
- 2 points – Awarded sources of grant funding up to \$25,000
- 1 point – Awarded sources of grant funding up to \$10,000

**8. Lends significant assistance to the author of a funded grant.**

- 4 points – Conducts research, writing, and student mentoring on a grant project.
- 3 points – Conducts research and student mentoring on a grant project.
- 2 points – Conducts research on a grant project.
- 1 point – Conducts student mentoring on a grant project.

**9. Receives renewal of grants at the expected level**

- 4 points – Receives grant renewal(s) valued greater than \$50,000
- 3 points – Receives grant renewal(s) valued up to \$50,000
- 2 points – Receives grant renewal(s) valued up to \$25,000
- 1 point – Receives grant renewal(s) valued up to \$10,000

**10. Serves as a paid consultant in one's specialized area. Faculty members may select this item to be evaluated as scholarly activity or as professional service but NOT in both categories**

- 4 points - Serves as a paid consultant for four or more, contracts, collaborative agreements or grants
- 3 points - Serves as a paid consultant for three contracts, collaborative agreement, or grant
- 2 points - Serves as a paid consultant for two contracts, collaborative agreements or grants
- 1 point - Serves as a paid consultant for one contract, collaborative agreement or grant

## **11. Supervises research projects with students**

- 4 points – Participation in mentoring two student who presents research results at a professional meeting.
- 3 points – Participation in mentoring one students with results at a professional meeting.
- 2 points – Participation in mentoring a student who writes a paper on research results
- 1 point – Supervision of student projects that are not part of a scheduled class activity

## **12. Reviews manuscripts, books, journals, and articles.**

**Faculty members may select this item to be evaluated**

- 4 points – Two or more reviews of manuscripts, books, journals, or articles
- 3 points – A review of a refereed journal or a book
- 2 points – A review of a published article in a refereed journal
- 1 point – Any solicited/unsolicited review

## **13. Receives awards or recognition in one's area of expertise. Faculty members may select this item to be evaluated**

- 4 points - Receives more than two awards from international or national professional organization
- 3 points – Receives awards from international or national professional organizations in one's area of expertise
- 2 points – Receives awards from regional professional organizations in one's area of expertise
- 1 point – Receives awards from local professional organizations in one's area of expertise

### **1.3 Category III: Professional Development and Service**

#### **1. Participates in meetings, symposia, seminars, or colloquia**

- 4 points – Participates in more than two meetings, symposia, seminars, or colloquia at the national, regional, and state level
- 3 points – Participates in at least two meetings, symposia, seminars, or colloquia at the national, regional, or state level
- 2 points – Participants in one or more meetings, symposia, seminars, or colloquia

at the national, regional, and state, or local level Please review this one.

1 point – Participates in at least three University-sponsored meetings, symposia, seminars, or colloquia

## **2. Studies towards a higher degree or acquires additional training**

4 points – Obtains a higher degree or another degree

3 points – Studies towards a higher degree or certification

2 points – Acquires additional training

1 point - Documents extensive reading or self-study activities

## **3. Receives fellowships related specifically to professional field**

4 points –Receives fellowships related specifically to professional field at the national or regional level

3 points – Receives fellowships with at least two related specifically to professional field at the state or local level

2 points – Receives fellowships related specifically to professional field at the state or local level

1 point – Receives fellowships related specifically to professional field at the University

## **4. Assists in organizing meetings, symposia, seminars, or colloquia**

4 points – Assists in organizing more than two meetings, symposia, seminars, or colloquia at the national, regional, or state level

3 points –Assists in organizing at least two meetings, symposia, seminars, or colloquia at the national, regional, or state level

2 points – Assists in organizing at least two meetings, symposia, seminars, or colloquia at the national, regional, state, or local level Please review.

1 point – Assists in organizing at least two meetings, symposia, seminars, or colloquia at the University level

## **5. Holds memberships in professional organizations**

4 points – Holds memberships in a national organization

3 points – Holds a membership in a regional organization

2 points – Holds a membership in a state organization

1 point – Holds membership in a University sponsored/supported organization

**6. Holds leadership position(s) in professional organizations**

- 4 points – Holds leadership position(s) in professional organizations at the national level
- 3 points – Holds leadership position(s) in professional organizations at the regional level
- 2 points – Holds leadership position(s) in professional organizations at the state or local level
- 1 point – Holds leadership position(s) in professional organizations at the University level

**7. Reviews grant proposals**

- 4 points – Reviews grant proposals at the national or regional level
- 3 points – Reviews grant proposals at the state or local level
- 2 points – Reviews University sponsored grant proposals
- 1 point – Assists in reviews of University-sponsored grant proposals

**8. Renders professional assistance (in one's area of expertise) to educational or Agencies**

- 4 points – Renders professional assistance to two or more national/regional agencies
- 3 points – Renders professional assistance to one national or regional agency
- 2 points – Renders professional assistance to one state or local agency
- 1 point – Renders professional assistance to a University-sponsored project

**9. Receives professional recognition through awards and honors**

- 4 points – Receives two or more professional recognitions at the national/regional Level
- 2 points – Receives professional recognition at the national or regional level
- 3 points – Receives professional recognition at the state or local level
- 4 points – Receives professional recognition from the University

## **1.4 Category IV: University Service**

### **1. Participates in College committees**

- 4 points – Chairs two or more College committees
- 3 points – Chairs a committee or participates in two or more committees
- 2 points – Contributes or participates in a committee
- 1 point – Provides assistance to a committee as a nonmember

### **2. Participates in school committees**

- 4 points – Chairs a committee and actively participates in one or more committees
- 3 points – Actively participates in two or more committees
- 2 points – Contributes or actively participates in a committee
- 1 point – Provides assistance to a committee as a nonmember

### **3. Participates in university-wide committees**

- 4 points – Chairs two or more university-wide committees
- 3 points – Chairs a committee or participates two or more committees
- 2 points – Contributes or actively participates in a committee
- 1 point – Provides assistance to committee as a nonmember

### **4. Assists with University-sponsored activities**

- 4 points – Leads in two or more University-sponsored activities
- 3 points - Leads in one University-sponsored activity.
- 2 points – Assists in one or more University-sponsored activity
- 1 point -Attends one or more University-sponsored activity

### **5. Procures resources for the University (scholarships, endowments, donations, equipment, collaborative agreements, contracts, endowed chair, etc.)**

- 4 points – procures resources valued at \$1000 or higher
- 3 points – Procures resources valued up to \$1000
- 2 points – Procures resources valued up to \$500
- 1 point – Procures resources value up to \$250

**6. Participates in student-recruitment activities**

- 4 points – Leads more than two recruitment activities
- 3 points – Leads a recruitment activity
- 2 points - Assists with at least two recruitment activities
- 1 point - Assists with recruitment activities

**7. Advises student organization(s) or mentors students or group(s) of students to enhance the quality of campus life**

- 4 points – Serves as advisor or mentor for two or more student organizations
- 3 points – Serves as advisor or mentor for a student organization
- 2 points – Serves as consultant of a student organization
- 1 point – Assists as consultant of a student organization

**8. Provides or plans lectures or workshops**

- 4 points – Provides or plans two or more lectures or workshops
- 3 points – Provides or plans lectures or workshops
- 2 points – Assists with providing or planning two or more lectures and workshops
- 1 point – Attends two or more lectures or workshops provided or planned by peers

**9. Receives awards or honors**

- 4 points – receives two or more national, regional, or state awards or honors
- 3 points – receives a national or regional award
- 2 points – receives a state or University-sponsored award
- 1 point – receives a local award

**10. Advises all assigned students with proficiency.** (Documentation may include copies of e-advising entries): Education Plan, course schedule, public/private notes with names removed, emails, etc.)

- 4 points – Addresses students' academic, career, professional, and personal concerns
- 3 points – Promotes student progression through the curriculum
- 2 points - Communicates to the student the purpose of the curriculum and provides suggested course load
- 1 point - Assists students to register for courses each semester

**11. Attends required meetings associated with one's School.**

- 4 points – Attends four School meetings
- 3 points – Attends three School meetings
- 2 points – Attends two School meetings
- 1 point – Attends one School meeting

**12. Attends required meetings associated with one's College.**

- 4 points – Attends four College meetings
- 3 points – Attends College school meetings
- 2 points – Attends two College meetings
- 1 point – Attends one College meeting

**13. Attends required meetings associated with the University.**

- 4 points – Attends four University meetings
- 3 points – Attends three University meetings
- 2 points – Attends two University meetings
- 1 point – Attends one University meeting

**14. Volunteers to serve as worker, supervisor, or administrator for any organization, such as a civic, political, charitable, medical, ethnic, environmental, or religious one, that serves a designated community.**

- 4 points - Serves as an officer, chair, or coordinator for two or more organizations
- 3 points – Serves an officer/chair/coordinator for an organization
- 2 points – Serves as a member or volunteer
- 1 point – Serves as a participant

## 2.0 POST TENURE AND REVIEW REQUIREMENTS

### 2.1 Evaluation Points and Percentage Scoring by Rank

The scoring system is used to evaluate the candidate's post-tenure review report of evidence and performance in the areas of **Teaching, Research, and Service for the last three years of employment at Kentucky State University based upon or incorporating the annual faculty evaluations of the last three years.**

**2.1.1** In the area of Teaching, evaluation is required of all seven criteria items of Instructional Design and all four criteria items of Content Expertise.

**2.1.2** In the area of Research, which includes scholarly activity and grantsmanship, the maximum number of points is the total number of points of the criteria items required by the University, the department, and the candidate's selection. This calculated total must include the requirement of item number 6, "Submits a grant proposal."

**2.1.3** In the area of Service, the maximum number of points available is 10.

### 2.2 Requirements by Rank

**2.2.1** A percentage scoring is used to evaluate the candidate's performance in each Category: Teaching, Research, and Service based on rank.

#### **2.2.2 Assistant Professor**

At the assistant professor level, the faculty member must obtain a **minimum score of 75 percent of the total points** allocated to teaching, research, and service on the Teaching Faculty Evaluation Instrument during the last three years of employment at Kentucky State University when the faculty member was an instructor. (This category is being instituted for those instances in which an assistant professor was granted tenure.)

#### **2.2.3 Associate Professor**

At the associate professor level, the tenured faculty member must obtain a **minimum score of 80 percent of the total points** allocated to teaching, research, and service on the Teaching Faculty Evaluation Instrument during the last three years of employment at Kentucky State University.



#### **2.2.4 Professor**

At the professor level, the tenured faculty member must obtain a **minimum score of 85 percent of the total points** allocated to teaching, research, and service on the Teaching Faculty Evaluation Instrument during the last three years of employment at Kentucky State University.

#### **2.2.5 Summary: Rank and Score Percentage**

<b>Rank</b>	<b>Minimum Percentage</b>
<b>Assistant Professor</b>	<b>75</b>
<b>Associate Professor</b>	<b>80</b>
<b>Professor</b>	<b>85</b>

### **3.0 PRESENTATION OF DOCUMENTATION**

- 3.1 Faculty must submit a report electronically including the elements indicated in the 2022 HB 250 Faculty Productivity Policy including evidence supported by the last three annual faculty evaluations.
- 3.2 The report should provide a highly descriptive introductory narrative. Documentation should be limited to the most recent three years of service at Kentucky State University.
- 3.3 Instructions and any additional documentation needed by the committee to access the electronic report will be determined by each department at the University.

### **4.0 POST TENURE REVIEW CANDIDATE REQUIREMENTS**

- 4.1 The post tenure review candidate should be familiar with the policies and procedure governing post tenure review as detailed in the 2022 HB 250 Faculty Productivity Policy.
- 4.2 The post tenure review candidate should be familiar with policies and procedures established by their department.
- 4.3 If the post-tenure review is unsatisfactory, faculty have the right to appeal.



Academic Regulation: 2.xx  
Responsible Office(s): Provost,  
Deans, Schools  
Effective: July 15, 2022

## Academic Regulation: Evaluation of all Faculty 2022-23

### Statement

Kentucky State University (KSU), as a matter of principle, complies with the American Association of University Professors (AAUP) 1989 “Statement on Procedural Standards in the Renewal or Nonrenewal of Faculty Appointments” and with the AAUP and the Association of American Colleges and Universities “1940 Statement of Principles on Academic Freedom and Tenure.”

These AAUP statements address policy and procedural expectations for a wide variety of institutions of higher education. With these statements in mind, KSU has established criteria and processes by which all faculty will be evaluated. KSU’s new policy addressing HB 250 ensures that processes are clearly articulated and published and are available to all persons in the university community.

KSU’s policy for evaluation of all faculty beginning during the year 2022-2023 includes tenured, tenure-track, and non-tenured faculty respects the uniqueness of disciplines within the University and provides for appropriate professional flexibility at College and School levels. This policy is adapted from the faculty evaluation processes of several peer institutions in Kentucky to support the above values.

### Entities Affected

- College and University-level Administrators
- Schools
- Tenured Faculty
- Non-Tenured Tenure-Track Faculty
- Provost

## Principles

1. The School shall have the primary responsibility for evaluating its tenured and non-tenured tenure-track and non-tenure track faculty. Throughout the evaluation process, School evaluations shall be given the weight that appropriately reflects this responsibility.
2. The recommendations in the decision-making process shall be based on documented and verifiable evidence and the review process shall be transparent.
3. Throughout the process, the principle of confidentiality shall be respected.
4. Review processes at each level shall include appropriate evaluations of performance in teaching, scholarship, and service. The instrument for conducting the review (rubric) is appended to this policy (see below). These evaluations shall become part of the individual evaluation file housed in the Office of Academic Affairs.
5. Review processes at each level shall be limited to professionally relevant considerations and shall include documented evidence of performance from the faculty member, students, other faculty, and College- and University-level administrators. The documented evidence shall be part of the individual evaluation dossier.
6. The justification for or against reappointment shall be clearly stated in writing and maintained in the faculty member's evaluation dossier at every step in the process.
7. The School and College procedures not determined by Policy, Evaluation of Non-Tenured Tenure-Track Faculty, and Tenured Faculty shall be developed and approved by tenure-track faculty comprising these Schools. Such procedures shall be made available to the faculty in these Schools.

## Criteria

Faculty shall be evaluated annually. This annual review process, which will include all faculty, tenured track and tenured faculty, and will replace past post-tenure review processes for faculty at KSU during 2022-2023. Recommendations and decisions for reappointment shall be based on the evaluation of performance in teaching, scholarly/creative activities, and service with specific reference to successful student credit hour production (SCHP) using program economics for program-related viability metrics, weighted SCHP will be based upon percentage defined in contract for teaching (as it varies across 12 and 9 month faculty, and those will additional university service/grant attainment).

In reviewing all areas, collegiality shall be considered as will faculty appointments that are totally or predominantly Research or Extension appointments. Academic discipline areas may articulate expectations that go beyond the minimums (score of 3 or higher as the University default expectation) to meet professional accrediting and/or certification criteria. If these are in addition to the university rubric metrics, these additional measures would also need to be present to the Dean and Provost levels for approval to be added to any evaluation metrics.

## Procedures

### **Conducting Annual Evaluations for Tenured, Non-Tenured, and Non-Tenured Tenure-Track Faculty**

General Guidelines for Evaluations:

1. All evaluations shall be conducted in an ethical manner, with recommendations and justifications based upon relevant, documented, and verifiable information.
2. A record of meetings of the annual Elected Peer Review School committee shall be maintained in the Chairperson's office and will include names of attending members and a record of the vote count. Further reference to this committee hereafter will be noted as "EPS committee." The EPS committee will be elected by the School/Unit from the full time faculty members.
3. All annual Elected Peer Review School committee (EPS) recommendations shall be based on secret ballot and majority vote. A tie vote is considered a negative vote on the recommendation.
4. Administrative reviewers (Chair, Dean, and Provost) should ensure that annual evaluation recommendations are consistent with the goals and needs of the University, as well as, the areas within their scope of responsibility.
5. The Chairperson and the College Dean, in conjunction with the chairpersons of the respective Elected Peer Review School annual committees, shall ensure that the membership of annual evaluation committees does not pose a conflict of interest in evaluating and voting upon applicants. If such a conflict exists, the Chair shall arrange for an elected alternate at the School level and the Dean shall arrange for an elected alternate at the College level.
6. Chairpersons shall not serve as members on annual evaluation committees. Furthermore, the Chairperson shall not be present during committee deliberations unless requested by the School policy.

## **2022/23 Initial Review of All Faculty**

1. The faculty shall submit dossiers and curricula vitae via Interfolio in accordance with deadlines stated herein for the instructional period of Fall Semester 2019 until Spring Semester 2022, if the faculty member was at KSU over this time period otherwise new hires will be considered accordingly. These will be reviewed by the EPS committee utilizing the KSU Rubric Evaluation Scoring Sheet. The evaluations rubric contains three categories that are Teaching (including Instructional Design and Content Expertise measures), Scholarly Activity, and Professional Development and Service. Evaluation Item Ratings rating are scored as Outstanding (4), Above Satisfactory (3), Satisfactory (2), Needs Improvement (1) or Unsatisfactory (0). Teaching is weighted at 60%, Scholarly service at 30%, and Service at 10% for the overall scoring of the rubric scoring sheet for faculty. However, faculty with predominately research of Extension appointments will be weighted accordingly and some adjustments in rubric categories where appropriate.
2. The Elected Peer School Committee shall submit dossiers and the Evaluation Rubric Scoring Sheet tally sheet (scored below 2 in any category shall be considered as meeting the threshold for consideration of non-reappointment) and the evaluation recommendations (reappointment or non-reappointment) to the Chairperson in accordance with the deadlines stated herein. The Chair in the area will review the submitted materials and share with the faculty member when submitted by the EPS committee.
3. The Chair shall meet with all reviewed faculty members no later than January 15. The Chair shall provide an evaluation of the faculty member's performance during the past three academic years to date, including review of the submitted dossier and scoring using the Evaluation Rubric Scoring tally sheet. The Chair evaluation shall include a recommendation regarding reappointment from the first level of administrative perspective. For those faculty members who have less than three years of service to the University, the number of years employed at KSU will be reviewed only. The Chair will also forward the recommendation of the Elected Peer School Committee to the Dean.
4. The faculty member may respond to the evaluations and the recommendations by performing one of the following:
  - a. Accepting the evaluations and recommendations. The report is then forwarded to the Dean.
  - b. Filing a statement, including supporting documentation, to be appended to the evaluation. This statement shall be submitted to the Chair within five days of receipt of the evaluation report.

5. No later than February 1, the Chair shall forward the evaluation (including the curriculum vitae, the recommendations and rubric tally sheets, and, if applicable, the faculty member's appended statement and any supporting documentation) to the Dean with a finding of a satisfactory or unsatisfactory rating of the evaluation with a recommendation of reappointment or non-reappointment.
6. The Dean shall review the material provided by the Chairperson and make a recommendation regarding reappointment. If the Dean does not concur with the Chairperson, the Dean shall state in writing the reasons for the differing recommendation.
7. No later than February 15, the Dean shall notify the faculty member in writing of the Dean's recommendation.
8. **All** recommendations and the evaluation files shall be forwarded to the Provost.
9. The Provost shall review the evaluation documents and recommendations. If the Provost does not concur with the recommendations of the Chair and/or the Dean, the Provost shall state in writing the reasons for the differing decision.
10. No later than March 1, the Provost shall return the signed evaluation to the Dean, who shall notify the faculty member of the recommendation, with a copy to the Chair. The Dean shall provide a copy of the final report to the faculty member. The faculty member shall sign the last page of the report acknowledging receipt of a copy of the report.
11. Appeals of a non-reappointment decision shall follow the procedure below.

**IN THE YEARS FOLLOWING 2023, THE FOLLOWING PROCEDURES APPLY TO NON-TENURED AND TENURED FACULTY:**

**School/Unit Annual Elected Peer Evaluation Committee:**

School/Unit Annual Elected Peer Evaluation Committee (EPS) shall be composed as determined by the full-time tenure-track and tenured faculty of the School, in accordance with the following guidelines:

1. The Elected Peer School Committee shall consist of no fewer than three voting members, who shall be elected from among full-time tenured faculty. If a School is too small to provide such a committee, the School may select a full-time tenured faculty member outside the School with the advice of the Dean of the College.

2. The maximum number of members shall be determined by the School policy. The School procedures shall provide for an alternate who shall serve throughout the year. If the School cannot comply with this provision because of the size of the School or other unique circumstances, the procedure in the above shall be followed.
3. The committee shall be elected no later than September 1<sup>st</sup> of the year in which it is to function.

The School Promotion and Tenure Committee may serve as the annual evaluation committee for non-tenured and tenure-track faculty. The School, by majority vote, shall determine whether to use the School Promotion and Tenure Committee or to use a separate committee for non-tenured and tenure-track faculty.

### **Evaluation Procedures**

All faculty, including non-tenured, tenure-track, and tenured faculty, shall be evaluated on an annual basis, and shall be assessed on their professional performance since their last evaluation, including responsiveness to previous evaluations.

Non-tenured, tenure-track, and tenured faculty shall submit a dossier that consists of all documentation for the annual evaluation. Evaluation of all faculty members shall include EPS committee recommendations for the evaluation.

### *Faculty Member*

1. The faculty member shall submit a dossier that shall include a narrative analysis of the faculty member's professional performance for the previous academic year based on School benchmarks and current professional expectations in the faculty member's field (after the initial HB 250 review in 2023).

In all cases, the faculty member shall provide accurate and complete details of any potentially relevant, documented, and verified information. The faculty member shall assemble the following documents for the evaluation file:

- a. Terms of Initial Appointment
- b. Copy of a current curriculum vitae
- c. Copies of previous annual evaluation reports by evaluators
- d. Submit a dossier
- e. Supporting documentation

The faculty member shall submit a dossier and supporting materials to the Chair, and EPS Committee in accordance with published University deadlines in Interfolio (or other management system utilized for storage of faculty materials).

## *College*

Currently Kentucky State University has two Colleges, the College of Humanities, Business and Society and the College of Agriculture, Community, and the Sciences.

## *Schools*

Currently, the KSU College of Agriculture, Community, and the Sciences contains five Schools:

School of Agriculture, Communities, and the Environment  
School of Aquaculture and Aquatic Sciences  
School of Science, Technology, Engineering, and Mathematics  
School of Education, Human Development, and Consumer Sciences  
School of Nursing

The KSU College of Humanities, Business and Society contains the six Schools:

School of Public Administration and Political Science  
School of Business  
School of Behavioral and Social Sciences  
School of Social Work  
School of Criminal Justice  
School of Humanities and Performing Arts

## *Unit*

Currently, Blazer Library is the only academic support unit. It falls under the College of Humanities, Business and Society.

## *Elected Peer School Evaluation Committee*

1. The Elected Peer School Committee shall review the evaluation file and all supporting materials required by the University. The committee may request additional materials to clarify the submitted material as necessary.

The School Evaluation Committee shall consider the following for each faculty member:

- a. Performance in the areas of teaching, scholarly/creative activities, and service
- b. Formal student evaluations
- c. Perspectives of students, colleagues, and supervisors



- d. Total student earned credit hour production out of the total possible tuition earning hours per course will be calculated as a measure of program economics and productivity. The student grade (A,B,C,D, and P) will be divided by the total credits enrolled in each course.
  - e. Registrar records whether the faculty member submitted midterm grades for each course as required by KSU.
  - f. Data provided by the Chair
2. The School Evaluation Committee shall draft a written recommendation, stating reasons for or against reappointment, and shall complete the appropriate recommendation form(s) for reappointment. Average Rubric ratings for University Service Rating below 2, would be cause for non-reappointment. Members of the committee shall sign the form(s), indicating the report's accuracy and approval by the majority of the committee. Again, teaching is weighted at 60%, Scholarly service at 30%, and Service at 10% for the overall scoring of the rubric scoring sheet for faculty. However, faculty with predominately research of Extension appointments will be weighted accordingly and some adjustments in rubric categories where appropriate.
  3. The evaluation file, the written recommendation, and the signed form(s) shall be submitted to the Chair.

### *Chair*

1. The Chair shall review the evaluation file and the School committee's recommendations. The Chair may consult with the School committee and/or the faculty member prior to making a recommendation. If the Chair concurs with the committee's recommendation, the Chair will write a separate recommendation regarding reappointment.

If the Chair does not concur with the committee's recommendation, the Chair shall write a separate recommendation with justifications for the differing recommendation.

2. The faculty member shall be notified in writing by the Chair of the recommendations of the committee and of the Chair, with justification for these decisions.

3. The Chair shall meet with the faculty member and review the recommendations, provide the faculty member with a copy of the report (and all addenda), and secure the faculty member's signed acknowledgment of receipt of the report.
4. The faculty member may request reconsideration of the School committee's recommendation, the Chair's recommendation, or both within ten (10) calendar days of notification.
5. The School committee, the Chair, or both shall reconsider the faculty member's evaluation considering the request for reconsideration. The request for reconsideration should only address concerns raised by the School Committee and/or the Chair and may include additional information submitted by the faculty member in support of that clarification.
6. The faculty member shall be notified in writing by the Chair of the results of reconsideration. The reconsideration report shall be included in the evaluation file.
7. The recommendation and the evaluation file shall be forwarded to the Dean of the College.

#### *College Dean*

1. The Dean shall review the evaluation and recommendations. The Dean may consult with previous decision-makers and/or the faculty member prior to making a recommendation. The Dean shall provide a separate recommendation regarding reappointment. If the Dean does not concur with the recommendations of the School Committee, the Chair, or both, the Dean shall state in writing the reasons for the differing recommendations.
2. The Dean shall notify the faculty member in writing of the Dean's recommendation, with justification for the recommendation.
3. The recommendation and the evaluation file shall be forwarded to the Provost.

#### *Provost*

1. The Provost shall review the evaluation and recommendations. The Provost may consult with previous decision-makers and/or the faculty member prior to making a decision. The Provost shall provide a separate decision regarding reappointment.

If the Provost does not concur with the recommendations of the Department committee, the Chair, the Dean, or all three, the Provost shall state in writing the reasons for the differing decision.

- 2 . The Provost shall return the signed evaluations to the Dean, who shall notify the faculty member, with a copy to the Chair. The Dean shall provide a copy of the final report to the faculty member. The faculty member shall sign the last page of the report acknowledging receipt of a copy of the report.
- 3 . Appeals of a non-reappointment decision shall follow the procedure below.

## **NON-REAPPOINTMENT**

1. The Provost shall notify the President of non-reappointment recommendations, including the results of any appeals, in sufficient time to comply with the deadlines below.
2. University Faculty

Faculty members in their first year of a non-tenured, tenure-track, or tenured appointment at KSU shall receive official notification of non-reappointment from the President no later than March 15, unless an appeal has been filed, in which case the deadline is March 30. Faculty members in the second year of a non-tenured, tenure-track, or tenured appointment at KSU shall receive official notification of non-reappointment from the President no later than December 15.

Faculty members in their third through the sixth year in a non-tenured, tenure-track, or tenured appointment at KSU shall receive official notification of non-reappointment from the President at least twelve months prior to the faculty member's termination of employment at the University.

## **Appeals**

1. In the event of a negative decision by the Provost, the faculty member may appeal the decision. Acceptable grounds for requesting such an appeal are the following:
  - a. Decision is arbitrary, capricious, or not supported by factual data
  - b. Violation of procedural due process
2. The faculty member will submit a written request for appeal to the Provost within ten (10) calendar days of notification of the Provost's decision, with a copy to the Dean of the College. The request shall state the grounds for an appeal, and shall provide relevant, documented, and verified evidence not previously submitted in support of such grounds.

3. The Provost shall convene the Faculty Appeals Committee (FAC) to review the appeal. The Provost shall meet with the faculty member upon appeal of a non-reappointment decision if such a meeting is requested by the faculty member.
4. The FAC shall evaluate the body of evidence as it relates to the grounds for appeal. The FAC may meet with decision-makers, meet with the faculty member, or consult with others as necessary to evaluate the grounds for appeal. Based on its findings, the FAC may recommend a reconsideration of the Provost's original decision. The FAC shall report its findings and recommendations to the Provost— with a copy to the faculty member, the Chair, and the Dean— within fourteen (14) calendar days of receipt of the appeal, except in extenuating circumstances.
5. Possible actions by the Provost could include, but are not limited to the following:
  - a. Affirming his/her original decision, with written justification
  - b. Reversing his/her original decision, with written justification
  - c. Reconvening the FAC to meet with appropriate decision makers and report additional findings.
6. The Provost shall notify the faculty member in writing of the appeal decision, with a copy to the Dean and the Chair. All appeal decisions are final.

## Definitions

**Calendar Day:** Throughout this document calendar day shall be interpreted to mean no later than the specified number of calendar days following the day of notification. If the final calendar day occurs on a weekend or holiday, the due date shall be on the first day on which University administrative offices are open. The time for response may be extended upon agreement by both parties.

**Collegiality:** It is the ability of an individual to interact with colleagues with civility and professional respect; to engage in shared academic and administrative tasks productively with faculty, students, and staff, Collegiality should not be confused with sociability or likability but rather is the professional criterion relating to teaching, scholarly/creative activities, and service.

**Confidentiality:** It is the principle of limiting access to information or documents only to those persons authorized to have such access. Documents and communications in the evaluation, tenure, and promotion processes will be kept confidential to the extent permitted by law.

**Full-time Tenure-Track Faculty:** This term describes faculty employed full-time who are tenured, eligible for tenure, or in a pre-tenure probationary period.

**Provost:** This term refers to the Provost or his/her designee.

**Dean:** This term refers to an administrative faculty member who oversees a college where schools are housed, and who reports to the Provost.

**Chair:** This term refers to an administrative faculty member who oversees a school where majors and program are housed, and who reports to the respective college Dean.

**Unit/School:** This term refers to the programs/majors that reside under one chairperson within one college

## Responsibilities

### Chair/ School Head

At a minimum, the Chair is responsible for

- providing the School committee with such documentation and data as policy and committee needs require
- informing the faculty of policies, procedures, and criteria for annual evaluation.
- making a recommendation regarding reappointment.

### Evaluation Committee

At a minimum, the School Evaluation Committee is responsible for

- providing the appropriate professional interpretations for the discipline
- ensuring that the criteria applied in the evaluation are consistent with department criteria
- writing the evaluation report and make a recommendation regarding reappointment.

## College Dean

At a minimum, the College Dean is responsible for

- making decisions on the reappointment of non-tenured, tenure-track, and tenured faculty
- notifying faculty in writing of such decisions
- ensuring all evaluation materials are submitted to the Provost in a timely manner.

## Faculty Appeals Committee

At a minimum, the Faculty Appeals Committee is responsible for

- ensuring appeals are reviewed only on the grounds stated in this policy
- reviewing the appeal and the evidence submitted by the faculty member
- submitting findings and recommendations to the Provost

## Faculty Member

At a minimum, the faculty member being evaluated is responsible for

- knowing and adhering to the principles and criteria set forth in this policy
- submitting a dossier and other applicable materials by the established University deadline.

## Provost

At a minimum, the Provost is responsible for

- making decisions on the reappointment of non-tenured, tenure-track faculty
- ensuring that the criteria applied in the evaluation are consistent with the terms of agreement established in writing at the faculty member's initial appointment in a tenure-track position.

- meeting with faculty members who appeal a non-reappointment decision, if such a meeting is requested by a faculty member.
- making decisions on appealed cases.

## HB 250 ALL FACULTY EVALUATION CALENDAR 2022-2023

<b>Date</b>	<b>Day</b>	<b>Description</b>
August 15, 2022	Monday	Faculty Required Return to Campus
September 1, 2022	Thursday	School Peer Review Committee formed
September 15, 2022	Thursday	Faculty deadline to submit dossier materials into Interfolio for Peer Review Committee
October 14, 2022	Friday	Peer Review Committee deadline to complete results/reviews to forward to Chairperson
January 13, 2023	Friday	Chair deadline to complete review of findings from Peer Review Committee with faculty member
February 1, 2023	Wednesday	Chair deadline to complete review and submit Chair non-reappointment/reappointment decision and dossier materials to Dean
February 15, 2023	Wednesday	Dean deadline to notify Chair of Dean's review and decision of non-reappointment/reappointment and send dossier materials to Provost
March 1, 2023	Wednesday	Provost deadline to send response to Dean regarding non-reappointment/reappointment of faculty member
March 15, 2023	Wednesday	Provost deadline to send notification to President of non-reappointments with no appeals
March 30, 2023	Thursday	Provost deadline to send notification to President of non-reappointments with appeals





Academic Regulation: 2.xx1

Responsible Office(s): Provost, Deans,  
Chairs

Effective: TBA

## **Academic Regulation: 2.xx1**

### **Post-Tenure Review**

#### **Statement**

After an initial review of all faculty members at Kentucky State University in 2023, the Post-Tenure Review process below will be followed where tenured faculty are reviewed once every three years following the receipt of tenure. Tenured faculty members share the responsibility to maintain an appropriate level of teaching, scholarly/creative activities, and service as a Annual Review of Tenured Faculty, all Schools will establish performance standards and procedures for the review of tenured faculty. The Post-Tenure Review policy is intended to be a final opportunity to improve deficient performance. The University may choose to use the Post-Tenure process in lieu of immediate dismissal for cause.

The Post-Tenure Review policy does not go into effect until at least one of the following conditions apply:

1. Refusal to participate in the annual review process
2. A “below standards” rating in teaching in the Year Three Review and in the review in the subsequent year as evaluated
3. A “below standards” and “insufficient progress” rating occurring in the same area of deficiency in two consecutive review cycles or
4. A recommendation from the Chair, the Dean, and the Provost to activate the process in lieu of immediate dismissal for cause.

Refusal of the faculty member to participate in any part of the post-tenure review process will result in sanctions as described in this policy. The post-tenure review process may be used no more than twice for the same faculty member.

## Entities Affected

- Colleges
- Schools
- Faculty
- Provost Office

## Procedures

### **Establishing the Post-Tenure Review Committee**

The University will establish a Post-Tenure Review Committee by carrying out the following procedure:

1. No later than May 1 prior to the year the Post-Tenure Review Committee is to function, each College will elect two tenured faculty, one member and one alternate, from within the College to comprise a University pool of eligible members for the Committee.
2. In the event post-tenure review is activated, the Post-Tenure Review Committee shall consist of four members from the University pool excluding the member from the School of the faculty member under review. The faculty member under review shall select the fifth member of the Committee from any tenured faculty member within or outside his/her School. The faculty member under review shall have 10 business days from receipt of the Post-Tenure Review Activation Form to submit the name of the fifth member of the Committee to the Provost. If the faculty member does not submit a name within the 10 business days, the elected representative from the faculty member's college will serve on the Post-Tenure Review Committee.
3. The Chair of the Post-Tenure Review Committee shall be elected from the active members.

### **Post-Tenure Review Procedures**

1. The Chair shall notify the faculty member in writing of the intent to activate post-tenure review process.
2. The tenured faculty member will have an opportunity to respond in writing within 10 calendar days of notification of the post-tenure review process being activated.
3. A Chair will activate the post-tenure review process by submitting the Post-Tenure Review Activation Form and all supporting materials to the Provost, indicating the condition that is activating the process to the Post-Tenure Review.
4. Within 10 calendar days, the Provost will establish the Post-Review Committee as described above and shall forward the Post-Tenure Review Activation Form and all supporting materials to the Chair of the Committee.
5. Within 10 calendar days of receipt of the materials, the Post-Tenure Review Committee shall state in writing whether they concur with the recommendation for post-tenure review. If the Committee does not concur with the recommendation for post-tenure review, the Committee shall state in writing the reasons for the differing

recommendation. The Committee shall forward the Post-Tenure Review Activation Form and all supporting materials to the Dean of the faculty member's college.

6. Within 5 calendar days, the Dean shall state in writing whether he/she concurs with the recommendation for post-tenure review, If the Dean does not concur with the recommendation for post-tenure review, the Dean shall state in writing the reasons for the differing recommendation. The Dean shall forward the Post-Tenure Review Activation Form and all supporting materials to the Provost.
7. If the Provost concurs that there is sufficient basis for a recommendation of post-tenure review, the faculty member under review and the Chair shall be notified in writing within 5 calendar days.
8. Within 10 calendar days of receiving notification, the faculty member and the School Third Year Review (TYR) Committee shall create a development plan to address the deficiencies. All development plans must be approved by the Chair, Dean, and Provost.

### **The Development Plan**

Development plans shall be for a maximum of one year. In extenuating circumstances, an additional year may be granted with the approval of the Chair, Dean, and Provost.

The development plan shall

1. Identify specific concerns to be addressed;
2. Define specific outcome objectives to remedy the concerns that are reasonable and measurable;
3. Outline the activities required to achieve the objectives;
4. Set timelines, with specific milestones throughout the plan, for achieving the objectives;
5. State the criteria for progress reviews and for completion of the plan; and
6. Identify sources of funding required to implement the plan, if necessary.

### **Assessment of the Development Plan**

1. At each milestone in the development plan, the TYR Committee shall assess the achievement of the stated objectives. If a milestone objective has not been satisfactorily met, the TYR shall notify the Chair in writing. The Chair may recommend the faculty member continue with the development plan or may recommend a sanction. If a sanction is recommended, the Chair shall forward the recommendation and the report of the TYR Committee to the Post-Tenure Review Committee. The recommendation of sanction shall then follow steps 5-8 below.
2. Within 30 calendar days of the conclusion of the development plan, the TYR Committee shall assess the achievement of the stated objectives and shall write a report indicating how each objective was achieved or not achieved. The committee can make one of two findings:
  - a. the faculty member has fulfilled the development plan objectives and the review period has been completed with an overall satisfactory rating, or
  - b. the faculty member has continued performance deficiencies.

3. The TYR Committee shall submit the report to the Chair.
4. If the Chair concurs with a finding that the development plan has been fulfilled, the faculty member will resume the normal annual review cycle. If the Chair does not concur with a finding that the development plan has been fulfilled or concurs with a finding that the faculty member has continued performance deficiencies, within 10 calendar days, the Chair will indicate in writing with a justification and a recommendation of a sanction. The Chair will forward his/her recommendation, the TYR Committee's report, and all supporting materials to the Post-Tenure Review Committee.
5. Within 10 calendar days, the Post-Tenure Review Committee shall state in writing whether they concur with the recommendation for sanction, If the Post-Tenure Review Committee does not concur with the recommendation for sanction, the Committee shall state in writing the reasons for the differing recommendation. The Committee shall forward the TYR Committee report, all recommendations, and all supporting materials to the Dean of the faculty member's college.
6. Within 10 calendar days, the Dean shall state in writing whether he/she concurs with the recommendation for sanction, If the Dean does not concur with the recommendation for sanction, the Dean shall state in writing the reasons for the differing recommendation. The Dean shall forward the TYR Committee report, all recommendations, and all supporting materials to the Provost.
7. Within 10 calendar days, the Provost shall notify the faculty member in writing, with a copy to the Dean, the Chair, and the Chair of the Post- Tenure Review Committee, whether he/she concurs with the recommendation for sanction, If the Provost does not concur with the recommendation for sanction, the Provost shall state in writing the reasons for the differing decision.
8. The faculty member may appeal the Provost's decision to the Faculty Evaluation Appeals Committee within 10 calendar days of notification of the Provost's decision.

## **SANCTIONS**

Sanctions may include reassignment of duties, a salary freeze, a reduction in rank, a leave of absence, or other appropriate measures, including dismissal as provided in Policy 4.6.16, Dismissal of Faculty.

## **APPEALS PROCESS**

1. Following notification of the Provost's recommendation of sanction, the faculty member may appeal to the Provost, who shall convene the Faculty Appeals Committee (FAC). Acceptable grounds for requesting such an appeal are:
  - a. decision is arbitrary, capricious, or not supported by factual data
  - b. violation of procedural due process
  - c. violation of academic freedom

2. The faculty member will submit a written request for appeal to the Provost within ten (10) calendar days of notification of the Provost's recommendation, with a copy to the Dean, the Chair, and the Chair of the Post-Tenure Review Committee. The request shall state the grounds for an appeal and shall provide evidence in support of such grounds.
3. The FAC shall evaluate the body of evidence as it relates to the grounds for appeal. The FAC may meet with decision makers, meet with the candidate, or consult with others as necessary in order to evaluate the grounds for appeal. The FAC shall report its findings and recommendations to the President—with a copy to the faculty member, the Chair, the Dean, the Provost, and the Chair of the Post-Tenure Review Committee— within fourteen (14) calendar days of receipt of the case, except in extenuating circumstances.
4. The President shall make a decision on the appeal within fourteen (14) calendar days of receiving the findings of the FAC, except in extenuating circumstances. Possible actions by the President could include, but are not limited to:
  - a. Upholding the recommendation of the lower level(s)
  - b. Reversing the recommendation of the lower level(s)
  - c. Reconvening the FAC to meet with appropriate decision makers and report additional findings. The FAC should meet with the faculty member prior to reporting additional findings to the President.
  - d. The President shall notify the faculty member in writing of the appeal decision. All appeal decisions are final.

## Responsibilities

### □ College Dean

At a minimum, the Dean is responsible for

- making recommendations regarding activation of the post-tenure review process
- approving a post-tenure review development plan
- making recommendations regarding sanctions resulting from post-tenure review

### □ Chair

At a minimum, the Chair is responsible for

- notifying the faculty member of the intent to activate the post-tenure review process
- submitting materials for the activation of post-tenure review
- approving a post-tenure review development plan
- making recommendations regarding sanctions resulting from post-tenure review

### □ Faculty Appeal Committee

The Faculty Appeals Committee is responsible for

- ensuring appeals are reviewed only on the grounds stated in this policy
- reviewing the appeal and the evidence submitted by the faculty member
- submitting findings and recommendations to the President

- Post-Tenure Review Committee
  - At a minimum, the Post-Tenure Review Committee is responsible for
    - making recommendations regarding activation of the post-tenure review process
    - making recommendations regarding sanctions resulting from post-tenure review
- Provost
  - At a minimum, the Provost is responsible for
    - making recommendations regarding activation of the post-tenure review process
    - approving a post-tenure review development plan
    - making recommendations regarding sanctions resulting from post-tenure review
- Tenured Faculty Member
  - The tenured faculty member is responsible for knowing and complying with this policy.
- Third Year Review Committee
  - The Third Year Review Committee from the tenured faculty member's School is responsible for
    - working with the tenured faculty member to create a post-tenure review development plan
    - assessing the achievement of milestones in the post-tenure review development

<b>Regulation Adoption Review and Approval</b>
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**Regulation Revised**  
**DATE**

**ENTITY**

**ACTION**

**Regulation Issued**  
**DATE**

**ENTITY**

**ACTION**

Side By Side Response to the email from CPE of July 1, 2022:

Feedback	Response	Old	New
<p><b>Overall</b> Per HB 250, the performance review of faculty and staff must be completed within 1 year of the effective date of the Act, or April 2023 with some exceptions for tenured faculty if there isn't enough information available. We understand that this policy must extend beyond that time frame, but that directive should be recognized in each policy. After this first review we can move to the more regular review schedule, but we must first meet the requirements of HB 250.</p>	<p>In an effort to create a process that accurately assesses faculty performance we are proposing a new policy independent of the past KSU Handbook evaluation policy.</p>	<p><a href="https://www.kysu.edu/documents/faculty-senate/faculty_handbook_august_2019_update.pdf">https://www.kysu.edu/documents/faculty-senate/faculty_handbook_august_2019_update.pdf</a></p>	<p>All faculty performance/review appendices and sections are removed and revised with current professional expectations by discipline following EKU's model as recommended. Faculty discipline committees will research and provide artifacts of updated publications/scholarly refereed benchmarks by September 15<sup>st</sup>.</p>
<p>Faculty evaluation in teaching must include an assessment of credit hour production and other performance</p>	<p>In our new performance policy there will be an equation assessing the total number of students earning credit out of total</p>		

<p>metrics. These, and other recommendations can be found in the findings of the Gray Associates program analysis and internal faculty productivity findings into the comprehensive evaluation of academic offerings previously provided to the institution by CPE.</p>	<p>possible tuition earning hours per course, credit production based on the minimum of a credit bearing grade or above, and cost of instruction based on professor salary – grant related salary savings. This will be provided to the to the faculty member for inclusion in their evaluation form.</p>		
<p>Some sort of peer review should occur annually, or at least in this first year, to meet the requirements of HB 250 for faculty of all ranks.</p>	<p>There will now be annual peer review of the teaching, scholarly work, and service for each faculty member including but not limited to annual review dossier, classroom observations, review of Blackboard (LMS) course shell, and external review of course materials in LMS using Quality Matter rubrics/ACUE standards.</p>		
<p>Professional Activity criteria must be fleshed out more. For example, what is considered a “publication”?</p>	<p>Professional activity would include a publication by discipline for example:</p> <ul style="list-style-type: none"> <li>○ Publication of articles in refereed scholarly journals</li> </ul>		



	<p>during the probationary period.</p> <ul style="list-style-type: none"> <li>○ Publication of a peer-reviewed book (or books) by a reputable publisher.</li> <li>○ Publication of chapters in peer-reviewed books and related projects.</li> <li>○ Publication of edited books and related projects.</li> <li>○ Application for and acquisition of external research grants as Principal Investigator or Co-Principal Investigator.</li> <li>○ Other types of relevant scholarly publications contributing to the candidate's standing.</li> </ul>		
<p>More specificity could be added to the Service area as well.</p>	<ul style="list-style-type: none"> <li>● Examples of service that would be considered would include: <ul style="list-style-type: none"> <li>○ University Level Committee</li> </ul> </li> </ul>		

	<ul style="list-style-type: none"> <li>○ College Level Committee</li> <li>○ Unit/School Level Committee</li> <li>○ Faculty Advisor for Student Club/Organization</li> <li>○ Uncompensated professional assignments</li> <li>○ Profession related Community at Large Service</li> <li>○ University Administrative Service</li> <li>○ Number of major advisees</li> </ul>		
<p>“Curriculum development” is included in both Service and Teaching and should most likely be removed from Service.</p>	<p>Curriculum development is no longer in service.</p>		
<p>We were unable to locate the Student Evaluation of Instruction instrument, Form ST-1</p>	<p>Please find attached to the policy an example of the current Student Evaluation tool that is completed online by students.</p>	<p>IDEA tool has been utilized since 2014 in different modalities. Administration tool has varied with low consent rates.</p>	<p>Revived advertising for completion of student teaching evaluations. Depending on cost, could return to paper classroom administration. Potential to add incentive for student completion. New Student Satisfaction with Faculty Advising surveys will also be</p>

			administered and considered in this metric area.
Why would student written comments not be used as part of the faculty members evaluation and only for self-development? As long as they are properly considered, they can give some helpful context that scores cannot provide.	We will now take into consideration student comments as well as total scores in our new policy.	Chairperson read all evaluations, including comments.	Faculty will address formally all student comments in the negative as a part of their narrative for self-evaluation in their annual performance review dossier.
For tabulation of scores, it states that the faculty member and the unit administrator will agree on the ratings to be given.	Why would the faculty member evaluated be given input here? We will no longer be using these forms and will be using a tool derived from the EKU assessment form.		Faculty will be required to sign off as to having received a copy of the evaluations provided and have the opportunity to provide rebuttals/appeal documentation per new policy 2.xx.
Failure to meet expectations in one or more area should trigger more than a monitoring plan toward remedy. Failure at some level should trigger a determination on removal and if the decision is not to remove, the rationale should be put forward	The new evaluation plan includes peer, Chair, Dean, and Provost review. During this process, recommendations could lead to the Provost notifying the President of faculty non-reappointment recommendations.		Failure to perform at the minimum default University Faculty Expectations metrics will trigger non-reappointment consideration recommendations.

along with the plan to remedy.			
Student advising is mentioned in the teaching section. Does this expectation align with the institution's current model of advising?	KSU has implemented a 2+2 advising model where Juniors and Seniors are advised by faculty; this activity would be counted under Service in annual evaluations.		Student career and curriculum advising is divided equally among unit faculty by discipline. Specific University Faculty Expectations Metrics of Service will be the default if discipline specific committees fail to meet the pre-stated deadline above.
Student and peer evaluations are used in the review of faculty. How so? Is there a metric to achieve? Is it evaluated in comparison to all other faculty members? Or, subject matter difficulty? (For example, General Chemistry is less likely to be viewed positively in comparison to General Psychology).	Faculty will provide and analyze results of evaluation of their teaching, including student opinion of instruction. Faculty must achieve a rating of 3 or above from Students in each discipline.	IDEA tool provided comparison metrics within unit, college, university, and professional discipline. This tool takes into account difficulty of the material by discipline.	
Student advising is mentioned in the teaching section. Does this expectation align with the institution's current model of advising?	KSU has implemented a 2+2 advising model where Juniors and Seniors are advised by faculty; this activity would be counted under Service in annual evaluations.		

Additional Recommendations:			
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**Responses to the Comments from Mr. Travis Powell and Dr. Janna Vice in the Email of July 11, 2022:**

Comment	KSU Response
<p>The rubric is not referenced anywhere in the policy/Academic Regulation. There is nothing that I could find in the policy that addressed the criteria upon which faculty would be evaluated beyond the following: “Recommendations and decisions for reappointment shall be based on the evaluation of performance in teaching, scholarly/creative activities, and service with specific reference to successful student credit hour production using program economics for program-related viability metrics.” What are the standards for reappointment, performance improvement, etc.? The side by side document says that faculty must achieve a rating of 3 or above from Students in each discipline, but I could not find that captured anywhere.</p>	<p>A description of Rubric metrics has been added to pages 3 and 4 and the rating system used. It is now clearly stated on page 2 and 7 that the “Average Rubric ratings for University Service Rating below 2, would be cause for non-reappointment recommendations.” It is stated that a score of 3 or higher as the University default expectation. Specific reference is given to successful student credit hour production (SCHP) using program economics for program-related viability metrics, weighted SCHP will be based upon percentage defined in contract for teaching (as it varies across 12 and 9 month faculty, and those will additional university service/grant attainment).</p>
<p>What is a “Unit, College, or a School?” All capitalized terms should be defined. Also, once they are defined make sure the appropriate references are there</p>	<p>The terms College and Schools at KSU are now defined on pages 6 and 7. Unit does not appear in the policy document. Unit is used only to refer to library faculty members. The library falls under the College of Humanities, Business and Society.</p>
<p>Any references to advising have been removed from the rubric and the policy. The side by side document states that it will be counted in Service but that is not captured anywhere.</p>	<p>This has been added back in to service in the rubric.</p>
<p>The side by side document references a “new performance policy” using an equation for credit hour production. I haven’t seen that document and I am unclear how that will be incorporated into this process.</p>	<p>This equation on page 7, is additional information for the Committee to consider in addition to the evaluation rubric. We have now added further clarification to the definition.</p>
<p>The timeline in the Policy mentions “Peer review” and the side by side document fleshes out a bit what that entails, but there is no reference to it in the substantive portions of the Policy.</p>	<p>We have added to the policy on page 3 and 5, that the Elected Peer School committee is critical to the evaluation policy.</p>
<p>There should be more detail to support the criteria for evaluation in the rubric, or at least some process for determining those at the department level.</p>	<p>All faculty would be measured by the rubric included as minimum expectations for a faculty member. It is now stated on page 2 that if these are in addition to the university rubric metrics, these additional measures would also need to be present to the Dean and Provost levels for approval to be added to any evaluation metrics.</p>

Name the evaluation committee and then use the name consistently.	The annual Elected Peer Review School committee is now used.
Also be consistent when referring to “schools” and “departments.”	Schools is the term used consistently now.
Explain how the rubric is incorporated into the evaluation:	See below.
a. How much weight does the average scores carry in the overall evaluation?	On page 4 it is now state that the Elected Peer School Committee shall submit dossiers and the Evaluation Rubric Scoring Sheet tally sheet (scored below 2 in any category shall be considered as meeting the threshold for consideration of non-reappointment) and the evaluation recommendations (reappointment or non-reappointment) to the Chairperson in accordance with the deadlines stated herein.
b. How do the schools/departments add their criteria to the evaluation?	On page 3 it is now stated that “If these are in addition to the university rubric metrics, these additional measures would also need to be present to the Dean and Provost levels for approval to be added to any evaluation metrics.”
c. Are all of the scored items of equal importance, which is implied by the “average score”? For example, how does “submitting a grant” compare with “receiving a grant”?	There are several subcategories that are scored separately, but in the case of the grant example given, the answer would be yes in this specific case.
d. How does the rubric address a faculty member’s currency in the courses, the faculty member teaches, not only in the discipline?	There is a rubric for using “up-to-date” course materials.
e. If serving on a university committee is required, do all faculty members (especially new faculty) have the opportunity to serve at an institutional level?	Yes, all faculty members have the opportunity to serve on Faculty Senate committees if they volunteer to do so.
f. Is Advising part of Teaching? Or of Service? Faculty groups often have differing perspective about the nature of advising.	No, it has been moved to the service area.
g. How is advising evaluated and reflected in the rubric?	It is evaluated by evidence that the faculty member advises all assigned students with proficiency.
h. Where is one-on-one student/faculty engagement (other than in research) reflected in the rubric? Do faculty in freshmen English, for example, have the same opportunity as business, nursing, or education faculty (just a few examples) to oversee an authentic project	This could still be considered research or be captured in the metrics that evaluate “Devises, produces, or performs creative works related to one’s teaching or allied field” and possibly “Presents papers in the teaching or related field for delivery at professional meetings.”
<u>Principles, p. 2</u> Criteria, p. 2 Credit-hour production is one factor of faculty workload. How is this factor reflected on the rubric? Does the policy	The sentences has been edited as recommended. Tenure processes will continue this year. The credit-hour production has been included in the rubric and a description included in the Criteria.

<p>identify an “expected” faculty workload for all faculty? (Is this the role of the rubric?) How/when does the school/department determine the workload for each faculty member (building on the University guidelines)?</p>	<p>On pages 2 and 8 it is stated that “ Teaching is weighted at 60%, Scholarly service at 30%, and Service at 10% for the overall scoring of the rubric scoring sheet for faculty. However, faculty with predominately research of Extension appointments will be weighted accordingly and some adjustments in rubric categories where appropriate.”</p>
<p><u>General Guidelines for Evaluation, p. 3.</u> What is the name of this "committee"? This item is the first reference to an evaluation committee. A lead-in sentence introducing the use of a school/departmental (e.g., Annual Faculty Peer-Evaluation Committee) would add clarity. The statement could note that further reference to this Committee hereafter could be simply "Evaluation Committee."</p> <p>How are these members selected? What is the process? What are the criteria for membership? Although details may be provided further in the policy, a modifier such as “elected peers” might suffice here. Instead of “areas,” reference the goals and needs of the University as well as the areas within...</p>	<p>The committee name is now: Elected Peer Review School committee (EPS).</p> <p>A summary of how the committee is elected is now included.</p>
<p><u>2022/23 Initial Review of All Faculty, p. 3.</u> "These" may be identified more specifically later. But what documentation is the "Committee" reviewing? What are the options to be recommended?</p> <p>What clarifying and/additional criteria does the School/Department consider in evaluating the faculty member beyond the rubric? What are the options to be considered for recommendations?</p>	<p>The review on the dossier with the rubric sheets is now described as is the options that can be consider by the School committee for recommendations.</p> <p>Added.</p>
<p><u>2022/23 Initial Review of All Faculty, p. 4 (Continued).</u> Who completes the rubric? Did the Evaluation Committee arrive at the average scores? Does the Chair? Does the Chair weigh in on the rubric? As asked earlier, what clarifying and/additional criteria does the School/Department consider in evaluating the faculty member?</p>	<p>The document now states that the School Committee scores the rubric that the Chair only reviews the dossier and the rubric sheet, as well as the recommendation, in making their recommendation.</p>



<p>Will the 2022-2023 evaluation be over the past three academic years? Is a caveat needed regarding faculty who have joined KSU more recently than 2019-2000? Will newer faculty be at a disadvantage when the rubric is scored?</p> <p>At this point in the process, there could be two evaluations and two recommendations (i.e., the Evaluation Committee's and the Chair's) Is this "evaluation" and "recommendation" the one the chair reached after reviewing the Evaluation Committee's work?</p> <p>What does "provide" mean? Shall "communicate"? Shall also conduct?</p> <p>Is the rubric included in the forwarded recommendation? What details of the evaluation are shared with the Dean?</p> <p>Insert "the faculty member's" appended statement.... What are the contents of the file shared with the Provost?</p> <p>...notify the faculty member "of the recommendation" with a copy....</p>	<p>It is now stated that the review will be of the last three years of work. It is now stated that the review will be for the instructional period of Fall Semester 2019 until Spring Semester 2022, if the faculty member was at KSU over this time period otherwise new hires will be considered accordingly.</p> <p>There would be two evaluations at that point. It is now stated that the Chair will also forward the recommendation of the Elected Peer School Committee to the Dean.</p> <p>All additional edits on information forwarded up were accepted.</p>
<p><u>The same type of review is needed for consistency and clarification for the following policy/procedures:</u></p>	<p>Edits were accepted. A definitions section was added for clarification of terms in the document.</p>



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 8B

### **ACTION ITEM:**

Approval of Policy on Policies.

### **FACTS:**

As part of Governor Beshear's Executive Order issued on or about July 20, 2021 and House Bill 250, an act relating to Kentucky State University, signed into law on or about April 8, 2022, the Council for Postsecondary Education (CPE) has been tasked with the oversight of KSU in the coordination of a management and improvement plan. In response and in collaboration, KSU and CPE have adopted seven (7) distinct areas for review, one of which being the comprehensive cataloging and review of university policies and procedures.

As such and in compliance with House Bill 250, the proposed Policy on Policies outlines procedures for developing, revising, and implementing all internal University policies. A Policy on Policies is essential for any large organization with multiple policies governing multiple areas of operation to provide transparency, consistency, and accountability. CPE staff has reviewed the policy and supports its adoption by the Board. This Policy will be an important part of the on-going policy cataloging effort by the University.

### **BUDGETARY IMPLICATIONS:**

Not applicable.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the Policy on Policies.

### **MOTION:**

Approve the Policy on Policies.



# KENTUCKY STATE UNIVERSITY POLICIES AND PROCEDURES

**POLICY TITLE: POLICY ON POLICIES**

**NUMBER, VOLUME, & SECTION: 1.0 VOLUME 5 - GOVERNANCE**

**APPROVED BY: BOARD OF REGENTS [DATE]**

**EFFECTIVE DATE: [DATE]**

**REVISED FROM: N/A**

**PURPOSE:**

Kentucky State University, through the practice of shared governance, aims to formally develop, approve, disseminate, implement, and maintain policies in a uniform process as defined in its Policy on Policies. The Policy on Policies further defines and provides a format for the development, revision, approval, and dissemination of all university policies. Additionally, it describes the responsibilities of the parties involved in the formulation and adoption of university policies. The Policy on Policies is intended to ensure a transparent process for the creation, approval, review, and revision of university policies, and to facilitate broader community awareness of and engagement with such policies while increasing compliance, and to promote institutional consistency in presentation.

Kentucky State University will be guided by the following principles:

- Policies and procedures will:
  - Support the University’s mission, values, initiatives, and strategic goals;
  - Align ownership with authority, responsibility, and accountability;
  - Comply with applicable federal and state and local laws and regulations as well as accrediting standards; and
  - Be consistent with other university policies;
  - Be transparent;
  - Honor shared governance by seeking participation from stakeholders; and
  - Have a mechanism for evaluation and improvement in a timely manner; and minimize bureaucratic gridlock.

The implementation of a Policy on Policies enables Kentucky State University to manage its body of policies effectively and efficiently. While certain practices existed,

ALL POLICIES ARE SUBJECT TO AMMENDMENT

no previous written policy concerning the formulation and adoption of policies existed.

## **POLICY STATEMENT:**

Pursuant to Kentucky Revised Statutes 164.350(2), each university Board has the power and duty to, “adopt bylaws, rules, and regulations for the governance of” the institution. In synchrony to KRS 164.350(2), *The Gold Book: Bylaws of Kentucky State University Board of Regents*, Article II, Section 2(k) reiterates that, “[the Board acts] as a policy-making body by adopting policy statements of governance and operations of the University”.

As such, the Board of Regents at Kentucky State University (University) has declared that the University shall be governed by Board-adopted Policies (“policies”) and University-adopted procedures (“procedures”). It is the expectation of the Board of Regents that the President and University administration will develop a system of procedures/processes that will aide in implementation of policies that manage routine operations of the University. By way of this Policy on Policies, the Board of Regents hereby establishes the process for the development, adoption, and management of all University policies. The Board retains full policy-making authority and delegates to the President the authority to approve internally developed procedures. Only those policies approved in accordance with this Policy will have the force of University Policy.

## **RELATED PROCEDURES:**

### **Procedures for Developing and Implementing Policies**

#### Policy Template

All new policies must use the policy template [\[insert hyperlink\]](#) [See Appendix I], and legacy policies undergoing revision must adopt the new template. The policy template components include the following:

- Policy Title: What is the name of the policy?
- Number, Volume, & Section<sup>1</sup>: What is the policy number and assigned unit section?
- Approved By: What entity approved the policy?
- Effective Date: What date does the policy become effective?
- Revised From: Is there a previous version of the policy?
- Purpose: What is the brief summary/abstract of the policy?
- Policy Statement: What is the policy?
- Related Procedure: What are the detailed steps for implementation and/or adherence to the policy?
- Definition: What are the key terms contained within the policy, and what are

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<sup>1</sup> See Appendix II

their meanings?

- Entities Affected: To whom does this policy apply, and/or to what?
- Policy Owner/Interpreting Authority: What entity does policy belong to?/What entity provides guidance on compliance?
- Related Policies/Documents: Are there any other related policies and/or forms?
- Statutory or Regulatory References: Does the policy reference any federal, state statutes, or regulations?

### Creation and Approval

- A. Each proposed policy/procedure must be sponsored by at least one (1) administrator who is a member of the President's Council, including, but not limited to Vice-Presidents, General Counsel, and the Athletics Director, or at the request of the university President and/or Board of Regents.
- B. The sponsoring administrator, or his/her designee(s), are responsible for authoring a draft, and circulation, when appropriate, within his/her respective units for feedback.
  - This process should include consulting with colleagues and bodies whose perspectives are relevant to the policy's substance and to affected constituencies.
    - Such bodies may require inclusion of representative governance structures (e.g. Student Government Association, Faculty Senate, Staff Senate, etc.).
  - This process of engagement should be both interactive and iterative, with the sponsor or his/her designee circulating new policy drafts that incorporate the received input.
- C. Sponsored draft policies, which have completed the initial review process, shall then be submitted along with a completed Policy/Procedure Proposal Form **[insert hyperlink]** [See Appendix III] to the University Policies Committee (hereinafter "Committee") for review. The Committee will work with the policy/procedures sponsor to confirm the need for the new policy/procedures, or revisions thereto, and the appropriate categorization, as outlined below:
  - University Policy: Policy that applies institutional-wide and is directly tied to the legal compliance of the University.
  - Academic Policy: Policy that applies specifically to academic matters of the University, including faculty-related issues, and require the approval of the Faculty Senate and Provost/Vice President for Academic Affairs pursuant to Appendix E - Academic Policy Approval Process, prior to submission before the Committee.

ALL POLICIES ARE SUBJECT TO AMMENDMENT

- Administrative Procedures: Operational guidelines that apply institutional-wide and require approval only from University Counsel and the President.
- D. Once reviewed and approved by the Committee, the proposed policy/procedures shall be submitted to General Counsel for legal review to ensure compliance with current laws, regulations, other existing/conflicting policies, and best practice.
- E. Thereafter, the proposed policy/procedures will be forwarded by the General Counsel to the President who may:
1. Submit to President's Council for advisement and/or to others identified in the policy process for further review, drafting, or stakeholder feedback; OR
  2. Not approve or not recommend approval for submission to the Board of Regents; OR
  3. Recommend approval and submit to the Board of Regents for adoption; OR
  4. Approve policy/administrative procedure where Board of Regents is not required. In cases where Board of Regents approval is not needed, is the final signatory authorizing university policy; OR
  5. Take other action(s), as the President deems appropriate.
- F. Once a policy/procedure is formally adopted, it will be posted on the University Policy webpage.

### Periodic Review of Policies

University policies should be reviewed on a periodic basis (a three (3) year cycle is recommended) by the origination sponsor and/or his designee from the originating unit to ensure the currency and accuracy of the policies. Policies will be reviewed for the following:

- Continued relevance to the University mission and values;
- Consistency with other University policies;
- Reflection of changes in laws, regulations, accreditation standards, educational goals/practices, university practices, etc.;
- Errors in fact or in language; and
- Other potential problems.

If changes in the policy are deemed necessary, the appropriate process (revising, updating, or repealing) should be initiated.

### Revision

ALL POLICIES ARE SUBJECT TO AMMENDMENT

Substantive policy revisions may arise by necessity, or as a result of the regular, recommended three (3) year policy review. Substantive revisions must follow the standard procedures set forth in the *Creation and Approval* portion of this policy. Non-substantive revisions to a policy do not require any review beyond the policy sponsor. Non-substantive changes may take many forms, including but not limited to: grammar or spelling corrections, technical revisions, updated names of pertinent offices or departments, or re-organized policy sections, etc.

### *Establishing an Interim Policy*

Under extenuating circumstances, policy sponsors may request interim university policies when new or substantial revision to a policy is necessary within a time-period that does not allow for complete Creation and Approval process as outlined in this policy. Extenuating circumstances include external compliance deadlines, issues relating to the potential safety or well-being of the university community, or as needed to facilitate orderly and efficient campus operations.

The policy sponsor and/or his/her designee may draft a policy and seek approval directly from the President on an interim basis after review by university counsel.

An interim policy must carry an expiration date and will expire without additional action, or will be extended for a specific period upon special permission from the President, or will be replaced by a standard University Policy that is vetted through the process as stated within this policy.

### *Repealing a Policy*

If a policy is identified as no longer relevant or necessary, the same process as stated in the Creation and Approval process will be followed to repeal the policy.

### *Archiving a Policy*

If a policy is updated, revised, superseded, or repealed, the older version of the policy will be archived on the Policy Webpage.

## **DEFINITION:**

**Academic Policy:** A policy where scope of enforcement primarily affects the faculty mem alone.

**Administrative Procedures:** Operational guidelines that apply institutional-wide and require approval only from University Counsel and the President.

**Interim Policy:** This is a provisional Policy issued when a University Policy is

needed before the standard process can be completed. An Interim Policy must carry an expiration date and will be allowed to expire without additional action, be extended one more time for a specified period upon special permission from the President, or be replaced by a standard University Policy.

**Non-substantive Policy Revisions:** A revision that, as implemented, would be limited in scope to either a small number of employees or would be insignificant in the operations of a particular department. A revision that does not have a material effect on the behavior of employees or operations of the university. Examples would be grammatical clarifications, changes to employee titles or contact information, corrections of misspellings, or website/link corrections.

**Policy Template:** Document that sets the standard for how all policies will be written and organized.

**Policy/Procedure Proposal Form:** Document to be completed by the policy-sponsoring administrator and/or his/her designee describing the justification for developing/revising a policy and the impact of such on the University.

**President's Council:** The executive body of the University's governance system and the advisory body to the President. Members may include, but is not limited to Vice-Presidents, General Counsel, and the Athletics Director.

**Shared Governance:** As it relates to this Policy, a joint effort of the university community for the development of University Policies.

**Sponsoring Administrator and/or Policy Sponsor:** A member of the President's Cabinet with a direct reporting line to the President whose authority covers the subject matter of the policy.

**Substantive Policy Revisions:** A revision that, as implemented, would result in a significant material change to university operations or the nature of behavior of a significant number of employees.

**University:** Kentucky State University

**University Policy:** Policy that applies institutional-wide and is directly tied to the legal compliance of the University.

**University Policies Committee:** A working committee in which the members are selected with approval and input from the President, representing stakeholders campus-wide, including but not limited to: Academic Affairs, Finance and Administration, Student Engagement, Brand Identity and University Relations, Athletics, etc. The Committee is tasked with facilitating the development, revision, and accessibility of policies and/or procedures to ensure uniformity, consistency and appropriate guide operations in a legal and principled manner

ALL POLICIES ARE SUBJECT TO AMMENDMENT



**ENTITIES AFFECTED:**

All employees, students, individuals affiliated with the University by contract (including non-employees, such as vendors and independent contractors), and visitors.

**POLICY OWNER/INTERPRETING AUTHORITY:**

Board of Regents/Office of the General Counsel

**RELATED POLICIES/DOCUMENTS:**

Policy Proposal Form [\[insert hyperlink\]](#)

**STATUTORY OR REGULATORY REFERENCES:**

KRS 164.350

DRAFT



# KENTUCKY STATE UNIVERSITY POLICIES AND PROCEDURES

**POLICY TITLE:**

**SECTION/NUMBER:**

**APPROVED BY:**

**EFFECTIVE DATE:**

**REVISED FROM:**

**PURPOSE:**

**POLICY STATEMENT:**

**RELATED PROCEDURES:**

**DEFINITION:**

**ENTITIES AFFECTED:**

**POLICY OWNER/INTERPRETING AUTHORITY:**

**RELATED POLICIES/DOCUMENTS:**

**STATUTORY OR REGULATORY REFERENCES:**



## KENTUCKY STATE UNIVERSITY POLICIES AND PROCEDURES

<b>VOLUME #</b>	<b>VOLUME CATEGORIZATION</b>
<b>1</b>	<b>Academic Affairs</b>
<b>2</b>	<b>Athletics</b>
<b>3</b>	<b>Brand Identity &amp; University Relations</b>
<b>4</b>	<b>Finance and Administration</b>
<b>5</b>	<b>Governance</b>
<b>6</b>	<b>Student Engagement and Campus Life</b>



## Policy/Procedure Proposal Form

**Date Submitted \***

1/27/2022

**Requestor name \***

**Requestor email \***

**Policy Type \***

New  Revised

**Proposed Policy/Procedure Name \***

**1. Policy Statement/Procedure Description \***

*Description of the actual policy covering topics which include duties assigned to responsible parties and other parties as necessary; other information specific to a particular policy or procedure subject as needed; and a description of the compliance review process.*

**2. Entities Affected \***

*Bulleted list of areas of the University that are affected by the policy or the procedure.*

**3. Policy Owner/Interpreting Authority \***



## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

### ACTION ITEM 8C

#### **ACTION ITEM:**

Approval of Past and Pending Personnel Actions.

#### **FACTS:**

House Bill 250 (hereinafter "HB250"), an act relating to Kentucky State University (hereinafter "KSU"), was signed into law on April 8, 2022. The Bill requires that the Council approve all KSU expenditures over \$5,000. To carry out this responsibility, the Council adopted a KSU Expenditure Approval Policy, which required all personnel actions to be approved by the KSU Board of Regents or designated Committee before resulting expenditures will be approved.

In conformity with CPE's Expenditure Approval Policy and Article II, Section 2(e) and 2(f) of *The Gold Book, Bylaw of Kentucky State University Board of Regents*, KSU has provided past and pending personnel actions since the last quarterly board meeting, including positions and salary/salary range for Board approval.

#### **BUDGETARY IMPLICATIONS:**

All proposed positions have been approved by Kentucky State University Budget Office, Office of Human Resources, Vice-President of Finance and Administration, and the President's Office.

#### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State Board of Regents approve past and pending personnel actions.

#### **MOTION:**

Approve past and pending personnel actions.

### NEW HIRES

Title	DOH	Title	Department	Salary	Funding Source
Sheila Warfield	4/25/2022	Administrative Assistant I - Upward Bound	Upward Bound	\$29,250	100% E & G
Jordan Moore	4/28/2022	Housekeeper	Student Engagement	\$29,250	100% E & G
Anuj Chilual	5/2/2022	Assistant Professor of Agronomy	Research	\$80,000	100% Grant
Sherrri Bridgewater	5/2/2022	Finance Operations Coordinator	Finance and Administration	\$50,000	100% E & G
David Peery	5/2/2022	Extension Assistant Livestock Programming	Research	\$38,766	100% Grant
Ray Lang	5/30/2022	Help Desk Technician	Information Technology	\$29,250	100% E & G
Nicole Swinson	6/1/2022	SNAP-Ed Coordinator	Family and Consumer Sciences	\$62,000	100% Grant
Tina Faircloth	6/1/2022	Payroll Manager	Payroll	\$68,000	100% E & G
Morgan Wemmer	6/6/2022	Extension Assistant Livestock Programming	Research	\$38,766	100% Grant
Joshua Back	6/13/2022	Webmaster	Information Technology	\$65,000	100% E & G
Christopher Wood	6/13/2022	Farm Technician	Research	\$35,100	100% Grant
Kenneth Holbrook	6/13/2022	Research Assistant Apiculture	Research	\$38,766	100% Grant
Eileen Butts	6/21/2022	Head Men's/Women's Volleyball Coach	Athletics	\$58,000	100% E & G
Cameron Sellers	6/21/2022	Assistant Coordinator Extension Program Support	Extension	\$35,997	100% Grant
Zachary Scott	6/27/2022	Research Assistant	School of Ag, Comm & Sciences	\$38,766	100% Grant

## REQUEST TO FILL

<b>Staff Positions Title</b>	<b>Salary Range</b>	<b>Funding</b>
4-H Youth Development Extension Area Agent	\$38,766	100% Grant
Accounting Manager	\$56,037	100 % E & G
Administrative Assistant III/Nursing	\$39,995	100 % E & G
APRN	\$80-\$91,000	100% E & G
Assistant Coordinator Extension Program Support	\$32,000 - \$36,000	100% Grant
Assistant Coordinator Research Program Support	\$32,000 - \$36,000	100% Grant
Assistant Director of Communications	\$45,000 - \$65,000	100% E & G
Assistant Vice President for Student Success	\$95,000 - \$105,000	100% Grant
Associate Director Career Services	\$59,094	100% Grant
Bus Drivers (Part-Time)	\$15,600 x 3	100% E & G
Cheerleading Coach( Part-Time)	\$20,000	100% E & G
Chief of Staff	\$180,000	100% E & G
Community Sustainability Coordinator	\$45,000 - \$50,000	100% Grant
Controller	\$85-\$101,000	100% E & G
Coordinator of Dual Credit	\$52-\$62,000	100% E & G
Custodian Housekeeping	\$31,782.40	100% E & G
Director Career Services	\$70,000	100% Grant
Director of Student Success and Retention	\$67,000 - \$75,000	100% Grant
Estension Associate Forestry Natural Resources	\$45,000 - \$50,000	100% Grant
Executive Administrative to the President	\$59,000-\$70,000	100% E & G
Extension Agent Family Consumer Sciences Kenton County	\$45,000 - \$48,000	100% Grant
Extension Agent Horticulture (Jefferson County)	\$45,000 - \$48,000	100% Grant
Extension Area Agent Family and Consumer Sciences(West Region)	\$45,000 - \$48,000	100% Grant
Extension Area Agent FCS (Franklin and Shelby Counties)	\$45,000 - \$48,000	100% Grant
Extension Assistant in Food Safety and Microbial Quality	\$38,766	100% Grant
Extension Assistant in Poultry Processing and Food Safety	\$38,766	100% Grant
Extension Associate Aquaculture	\$45,000 - \$50,000	100% Grant
Extension Coordinator Nutrition Kitchen	\$40,000 - \$50,000	100% Grant

Extension Program Support Coordinator (West Louisville)	\$40,000 - \$45,000	100% Grant
Extension Program Support Coordinator (West Region)	\$40,000 - \$43,000	100% Grant
Extension Sr Assistant for Small Farms	\$45,000 - \$50,700	100% Grant
Finance and Operations Manager	\$55,000-\$60,000	100% Grant
Football Coach	\$95,000	100% E & G
Grant Accounting Manager	\$56,037	100% E & G
Grant Accountant I	\$40-\$45,000	100% Grant
Grants and Compliance Specialist	\$55,000 - \$70,000	100% Grant
Grants and Operations Specialist	\$55,000 - \$70,000	100% Grant
Grants Budget Analyst	\$70,000 - \$80,000	100% Grant
Livestock Manager	\$40,000 - \$50,000	100% Grant
Local Food Systems Justice Coordinator(West Louisville)	\$45,000 - \$55,000	100% Grant
Media and Communications Assistant	\$39,994-49,998	100% Grant
Nutrition Education Extension Asst (West Louisville)	\$40,000 - \$45,000	100% Grant
Paralegal	\$45,000-\$55,000	100% E & G
Police Lieutenant	\$55,000-\$65,000	100% E & G
Program Assistant EFNEP(Fayette County)	\$29,796	100% Grant
Program Assistant EFNEP(Jefferson County)	\$29,796	100% Grant
Program Coordinator County Operations	\$40,000 - \$43,000	100% Grant
Purchasing Buyer (Land Grant Support)	\$36,000	100% Grant
Research and Extension Assistant Horticulture	\$38,766	100% Grant
Research and Extension Assitant Forestry and Natural Resources	38,766	100% Grant
Research and Extension Associate Forestry	\$45,000 - \$50,000	100% Grant
Research and Extension Associate in Animal Science	\$45,000 - \$50,000	100% Grant
Research and Extension Associate Organic Agriculture	\$45,000 - \$50,000	100% Grant
Research Assistant Livestock	\$38,766	100% Grant
Research Associate	\$45,000 - \$50,000	100% Grant
Residence Hall Director (2)	\$35,568 X 2	100% E & G
Retention Specialist	\$38,000 - \$42,000	100% Grant
Science and Technology Editor	\$50,000	100% Grant



Small Farm Area Agent (Frankfort)	\$45,000 - \$48,000	100% Grant
Small Farm Area Agent (West Region)	\$45,000 - \$48,000	100% Grant
SNAP-ED Program Assistant	\$29,766	100% Grant
Sr. Extension Associate/Coordinator Land Grant Program Affairs	\$55,000 - \$60,000	100% Grant
Sr. Research and Extension Associate Forestry	\$55,000 - \$60,000	100% Grant
Staff Attorney/Board Liaison	\$70-\$80,000	100% E & G
Staff Writer	\$30,000 - \$45,000	100% E & G
State Specialist in Community Resources Development	\$60,000 - \$65,000	100% Grant
State Specialist in Entrepreneurship	\$60,000 - \$65,000	100% Grant
Technician Environmental Education Center	\$35,100	100% Grant
Title IX Coordinator	\$65,000-\$85,000	100% Grant
University College Academic Advisor	\$35,568.00	100% Grant
Urban Agriculture Extension Agent (Jefferson County)	\$45,000 - \$48,000	100% Grant
Video Production Specialist	\$55,000 - \$65,000	100% Grant
<b>FACULTY POSITIONS</b>		
Assistant Professor of Developmental English	\$45,000	100% E & G
Assistant Professor of English	\$42,000	100% E & G
Assistant Professor of History	\$55,000-\$75,000	100% E & G
Assistant/Instructor of General Psychology	\$40,963-\$49,654	100% E & G
Assistant/Associate Professor of Multicultural Psychology	\$55,000-\$75,000	100% E & G
Assistant Profess of Music	\$46,500	100% Grant
Assistant Professor Forestry	\$75-80,000	100% Grant
Assistant Professor Urban Argriculture	\$75-\$80,000	100% Grant
Assistant Professor of Sustainable Systems	\$75-\$80,000	100% Grant
PCA Faculty	\$2,900	100% Grant
Assistant Professor of Nursing	\$70,000	100% E & G
Assistant Professor of Nursing	\$70,000	100% E & G
Assistant Professor of Nursing	\$70,000	100% E & G
Dean, College of Humanities, Business, and Society (Add-On)	\$30,000	100% E & G

Assistant Professor of Computer Science and Cybersecurity	\$50,000- \$60,000	100% E & G
Assistant Professor of Computer Science in Data Science and AI	\$50,000 - \$60,000	100% E & G
Assistant Professor of Physical Education and Health	\$50,000 - \$60,000	100% E & G
Assistant Professor of Elementary and Secondary Education	\$50 - \$60,000	100% E & G
Piano Accompanist	\$45-\$48000	100% Grant
Professor of High Brass/Assistant Director of Bands	\$60,000	100% E & G
Assistant Professor Fermentation and Distilled Spirits Business and Marketi	\$65-\$70,000	100% E & G
Assistant Professor of Social Work	\$60,000	100% E & G
Associate Professor of Accounting	\$80-\$100,000	100% E & G
Adjunct Computer Science	\$2,700	100% E & G
Assistant Professor of Mathematics	\$45-\$55000	100% E & G
Assistant Extension Professor/4-H Youth Development Program Leader	\$60,000 - \$66,225	100% Grant
Director of Field Education/Assistant Professor of Social Work	\$75-\$80,000	100% E & G
Associate Research Director and Associate/Full Professor	\$100,000-\$125,000	100% E & G
Assistant Professor of History	\$55-\$75,000	100% E & G
Assistant Professor of Nursing	\$70,000	100% E & G

## Pending Personnel Action

Title	Department	Salary	Funding	Notes
Cash and Collections Coordinator	Bursar	\$43,000	100 % E & G	Promotion to Cash and Collections Coordinator
Chair	Land Grant Program	\$6,923	100% Grant	Interim Chair of School of Agriculture 2/15/2022-6/30/2022
Grants Budget Analyst	Land Grant	\$112,074 >> \$80,000	100% Grant	Moving from one position to Grants Budget Analyst
Grants and Operations Specialist	Land Grant	\$65,000	100% Grant	Promotion to Grants and Operations Specialist
Grants and Contract Compliance Specialist	Land Grant	\$46,000 --> \$56,000	100% Grant	Promotion to Grants and Contract Compliance Specialist
4-H Youth Development Extension Area Agent	Cooperative Extension	\$46,868	100% Grant	New hire
Co-PI/Mentor	College of Agriculture, Community and the Sciences	\$4,386	100% Grant	Stipend for Co-PI/Mentor on STEM grant
Co-PI/Mentor	College of Agriculture, Community and the Sciences	\$4,836	100% Grant	Collaborating on grant - one month's salary
Research and Extension Associate	College of Agriculture	\$50,000	100% Grant	New hire
Co-PI/Mentor	College of Agriculture, Community and the Sciences	\$4,611	100% Grant	Stipend for Co-PI/Mentor on STEM grant
Co-PI/Mentor	College of Agriculture, Community and the Sciences	\$6,833	100% Grant	Stipend for Co-PI/Mentor on STEM grant
Temporary Research Associate	College of Agriculture, Community and the Sciences	\$45,000	100% Grant	New hire
Content Video Editor	Land Grant Program	\$50,000	100% Grant	Promotion
Content Creator/Writer	Land Grant Program	\$50,000	100% Grant	Promotion
Assistant Professor of Urban Agriculture	Land Grant	\$78,000	100% Grant	New hire
Local Food System Justic Coordinator	Land Grant	\$55,000	100% Grant	New hire
Assistant Coordinator Research Program Support	Land Grant	\$18.46	100% Grant	New hire
Assistant Coordinator Research Program Support	Land Grant	\$18.46	100% Grant	New hire
Director of Counseling Center	Mental Health	\$80,000	100% Grant	Promotion to Director of Counseling Center
Mental Health Counselor	Mental Health	\$60,000	100% Grant	Promotion to Mental Health Counselor
Family and Consumer Sciences (Kenton County)	Cooperative Extension	\$48,000	100% Grant	New hire
Residence Hall Director	Resident Life/Student Engagement and Campus Life	\$35,568	100 % E & G	New hire
Residence Hall Director	Resident Life/Student Engagement and Campus Life	\$35,568	100 % E & G	New hire
Organic Research and Extension Assoc	College of Agriculture, Community and the Sciences	\$46,000	100% Grant	New Hire
Organic Research and Extension Assoc	College of Agriculture, Community and the Sciences	\$46,000	100% Grant	New Hire
Associate Professor	College of Agriculture, Community and the Sciences	\$76,651 --> \$92,000	100% Grant	Salary increase
FCS Agent West Region	College of Agriculture, Community and the Sciences	\$46,000	100% Grant	New Hire
Extension Program Support Coord W Louisville	College of Agriculture, Community and the Sciences	\$45,000	100% Grant	New Hire
Research and Extension Associate Forestry	College of Agriculture, Community and the Sciences	\$46,000	100% Grant	New Hire
Research and Extension Associate Forestry	College of Agriculture, Community and the Sciences	\$46,000	100% Grant	New Hire
Interim 4-H Program Leader/FCS Program Leader	College of Agriculture, Community and the Sciences	\$89,435--> \$98,378	100% Grant	Salary increase
Associate Professor	School of Education, Human Development and Consumer Sciences	\$60,000	100 % E & G	New hire
Auxiliary Services Specialist	Auxiliary Services	\$29,250 --> \$36,972	100 % E & G	Salary adjustment
Extension Program Support Coord (W Region)	College of Agriculture, Community and the Sciences	\$42,000	100% Grant	New Hire
Sports Information Director	Athletic Administration	44,000 -->> 50,000	100 % E & G	Salary adjustment to assist with golf coaching duties
Head Softball Coach	Athletic Administration	35668 --> 53,000	100 % E & G	Salary adjustment
Assistant Football Coach	Athletic Administration	35,568, --> 50,000,	100 % E & G	Salary adjustment
Assistant Football Coach	Athletic Administration	35,700 --> 45,000	100 % E & G	Salary adjustment
Overload	School of Education, Human Development and Consumer Sciences	\$2,160	100 % E & G	Summer 2022 - EDU 203 (5 students)
Assistant Professor - Overload	School of Education, Human Development and Consumer Sciences	\$2,320	100 % E & G	Summer 2022 - EDU 202 (5 students)
Overload	School of Nursing	\$5,000	100 % E & G	Summer 2022 - NUR 907 (4 students) & NUR 905 (4 students)
Adjunct	School of Nursing	\$5,000	100 % E & G	Summer 2022 - NUR 902 (3 students) & NUR 905 (4 students)
Adjunct	School of Nursing	\$5,000	100 % E & G	Summer 2022 - NUR 707 (5 students)
Adjunct	School of Nursing	\$5,000	100 % E & G	Summer 2022 - NUR 706 (4 students)
Assistant Professor - Overload	School of Nursing	\$2,900	100 % E & G	Summer 2022 - NUR 205B (18 students) & NUR 205 (20 students)
Associate Professor - Overload	School of Nursing	\$5,000	100 % E & G	Summer 2022 - NUR 906 (4 students) & NUR 806 (1 student)
Associate Professor - Overload	School of Business	\$1,280	100 % E & G	Summer 2022 - BUA 480-V1 (summer I - 1 student) & BUA 480-V1 (
Dispatcher	University Police	\$16.25	100 % E & G	New Hire
Payroll Consultant	Payroll	\$30.55	100 % E & G	Temporary payroll consultant beginning July 12, 2022

Assistant Professor - Overload	School of STEM	\$3,480	100 % E & G	
Assistant Professor - Overload	School of STEM	\$2,900	100 % E & G	Summer 2022 - MAT 115A (16 students)
Dispatcher	University Police	\$16.25	100 % E & G	New Hire
Assistant Professor - Overload	School of STEM	\$5,800	100 % E & G	Summer 2022 MAT 101 (8 students) & MAT 120 (13 students)
Associate Professor - Overload	School of STEM	\$3,200	100 % E & G	Summer 2022 BIO 101 (18 students)
Assistant Professor - Overload	School of STEM	\$2,330	100 % E & G	Summer 2022 PHS 221 (5 students)
Associate Professor - Overload	School of STEM	\$5,120	100 % E & G	Summer 2022 - CHE 101 (6 students) & CHE 209 (4 students)
Assistant Professor - Overload	School of STEM	\$2,320	100 % E & G	Summer 2022 - COS 498 (1 student) & COS 698 (4 students)
Director of Sponsored Programs and Grants	Academic Affairs	\$115,000	10% E & G 90% Grant	New Hire
Media and Communications Specialist	Land Grant	\$20.51	100% Grant	New hire



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 8D

### **ACTION ITEM:**

Approval of Registry Contract.

### **FACTS:**

At the June 27, 2022 Board meeting, the Kentucky State University Board of Regents approved the appointment of Dr. Ronald A. Johnson to serve as interim President for Kentucky State University, effective July 1, 2022. Kentucky State University now seeks Board approval of the Registry Services Agreement for Interim President.

### **BUDGETARY IMPLICATIONS:**

The University will provide adequate working conditions and clerical assistance and supplies as the University deems necessary for Registry to perform its obligations under this Agreement.

Payment in consideration of this Agreement shall be in the amount of an annualized consultant's fee of \$250,000.00 + a 30% Registry fee (reduced from 33%) of \$75,000.00 to be paid monthly, by Kentucky State University to the Registry in the amount of \$27,083.33: \$20,833.33 for Ronald A. Johnson and \$6,250.00 for Registry fee. In addition, Dr. Johnson will also be provided mutually agreeable furnished housing as well as reimbursement for pre-approved travel related expenses to arrive at the beginning of the assignment and to depart at the conclusion of the assignment.

### **RECOMMENDATION:**

Board Chair recommends that the Kentucky State University Board of Regents approve the Registry Contract.

### **MOTION:**

Approve the Registry Contract.



## AGREEMENT

### **REGISTRY FOR COLLEGE AND UNIVERSITY PRESIDENTS**

### AND

### **KENTUCKY STATE UNIVERSITY**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 30<sup>TH</sup> day of June 2022 by and between Kentucky State University (hereinafter “University”) and Collegiate Enterprise Solutions, LLC, doing business as the *Registry for College and University Presidents* (hereinafter “Registry”).

**WHEREAS**, it is the desire of the University to retain a professionally educated person to perform the duties of Interim President of University on an interim basis as more specifically described in an **EXPECTATIONS DOCUMENT**, annexed hereto (the “Services”) and,

**WHEREAS**, *Registry* will perform the Services through Ronald A. Johnson, Sole Proprietor, an independent contractor (the “Consultant”), who will assign a designated employee to perform the Services on behalf of the Consultant (the “Assigned Member”). No one other than Ronald A. Johnson himself shall be engaged to perform the duties of Interim President of Kentucky State University.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties hereto, the University hereby retains *Registry* upon the terms and conditions contained herein, and *Registry* hereby accepts said retention and agrees to perform the Services hereinafter mentioned, upon said terms and conditions.

**1. Services by Registry:** As indicated above, *Registry* will perform the Services through the Assigned Member provided by Ronald A. Johnson, Sole Proprietor, or a mutually agreed upon alternate person. Specific duties and standards of performance shall be prescribed in an **EXPECTATIONS DOCUMENT**, which shall be appended, and integral, to this Agreement, and as otherwise agreed between the University and the *Registry*. The parties agree that the Consultant sets the Assigned Member’s schedule, but that the Assigned Member will generally work the same or a similar schedule set by the University. The *Registry* shall be responsible for assessing performance under this Agreement, predicated upon evaluation reports from University. A senior officer of the

*Registry* shall be available on call throughout the duration of the engagement to deal with all matters related to the Consultant's performance of the Services on *Registry's* behalf. Throughout the duration of this engagement with the University, one or more of the principals of the *Registry* shall be available to provide strategic advice to the Assigned Member's contact at University, and, if requested, to the Board of Trustees. The scope of these Services as described herein are inextricably bundled and cannot be disaggregated. The parties may agree to an expansion of the services from those set forth in the **EXPECTATIONS DOCUMENT**. Upon such agreement, such services will become Services hereunder for the fee agreed to therefor by the parties.

**2. Obligations of Kentucky State University:** (a) The University will provide adequate working conditions and clerical assistance and supplies as the University deems necessary for *Registry* to perform its obligations under this Agreement.

(b) Payment in consideration of this Agreement shall be in the amount of an annualized consultant's fee of \$250,000.00 + a 30% *Registry* fee (reduced from 33%) of \$75,000.00 to be paid monthly, by Kentucky State University to the *Registry* in the amount of \$27,083.33: \$20,833.33 for Ronald A. Johnson and \$6,250.00 for *Registry* fee. In addition, Ronald A. Johnson will also be provided mutually agreeable furnished housing as well as reimbursement for pre-approved travel related expenses to arrive at the beginning of the assignment and to depart at the conclusion of the assignment. Such payments are subject to change only upon the written concurrence of both parties to this Agreement. University agrees to remit to *Registry* without monthly invoice the amount due by the 15<sup>th</sup> day of each month. It is anticipated by the parties that the annual consultant's fee and the administrative fee will be increased by agreement of the parties in the case of multiple-year engagements and/or extended periods of engagement and the parties agree to negotiate one such increase every twelve months in good faith. In the event University requests and authorizes additional services of *Registry* as provided under Section 1 of this Agreement, *Registry* shall submit an invoice to the University on or about the first of each month that succeeds the performance of said Services, detailing expenses and consulting fees incurred during the preceding month. University agrees to pay and/or reimburse *Registry* within thirty (30) days after receipt of each invoice for such expenses or consulting fees. In addition, payment for interim services rendered will be made by *Registry* after *Registry* receives funds from the college/university client expressly allocated for services rendered by the Consultant.

(c) University acknowledges that the exclusive placement of Consultant through the *Registry* to University is of benefit to University, (i) it is of benefit to the University that Assigned Member's fitness for and match with the University's needs have been determined by the *Registry* and (ii) it is of benefit to the University that the *Registry* be positioned to perform the Services through the Consultant (and Assigned Member) without the distractions and additional challenges provided by eligibility for the Assigned Member's permanent placement at University. Accordingly, University agrees that it will not, for a minimum period of the longer of two years from (i) the last day of *Registry's* service at University under this or any subsequent agreement or (ii) the effective date of Consultant's resignation from the *Registry* (as acknowledged by the *Registry*), consider the Consultant or its Assigned Member for any position or professional relationship (whether as an employee, a consultant or otherwise) other than under *Registry* auspices.

The University acknowledges that the promises and restrictive covenant that the University is providing in this Agreement are reasonable and necessary for the protection of *Registry's* and its clients' legitimate interests and that *Registry* would not have entered into this Agreement in the absence of such promises and covenants. If, at any time, the provisions of this Section 2 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 2 shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the University agrees that this Section 2(c) as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. In the event of a breach or material and substantial preparation of a breach of this Section 2 by the University, University agrees that *Registry* shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction to remedy any such breach or material and substantial preparation of a breach, the University acknowledging that damages may be inadequate and insufficient. In addition, upon a breach or material and substantial preparation of a breach of this Section 2 by the University, *Registry* may cease providing Services required by this Agreement.

**3. Term:** The effective dates of this Agreement, to be worked remotely for the months of July and August 2022, shall be July 1, 2022 through June 30, 2023 or, until terminated by either party giving thirty (30) days' notice in writing to the other party (with Assigned Member being copied). Upon such termination, the University shall pay *Registry* all amounts due for Services performed and expenses incurred to the effective date of termination. If termination is for cause, payment will cease on the date of notice of termination given.

**4. Status and Relationship of the Parties.** The Assigned Member shall be considered an employee only of the Consultant.

(a) It is expressly agreed and understood that for all purposes, the Consultant shall, at all times, act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of *Registry* or the University and the *Registry* shall at all times act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of the University. The Assigned Member shall be considered an employee of the Consultant. It is further agreed that the Consultant shall have full and direct responsibility for compliance with respect to the Assigned Member and the Services with all federal, state and local requirements pertaining to taxes and other obligations of employers, including without limitation Social Security taxes, unemployment insurance, workers' compensation, and comparable matters. Consultant has acknowledged to *Registry* that all such obligations are the Consultant's sole responsibility and that it complies with, and will continue to comply with, all laws and regulations regarding the withholding and payment of so-called payroll taxes and charges, including, without limitation, FICA, FUTA and state unemployment withholding taxes. Consultant has represented that it is exempt from an obligation in the state in which the Services are performed to carry workers' compensation insurance (or provide self-insurance) for the Assigned Member or, if not so exempt, covenants that



it will provide *Registry* with a certificate of insurance evidencing workers' compensation coverage.

(b) *Registry* acknowledges that it is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of University or to bind University in any manner.

(c) *Registry* acknowledges that it is not entitled to any benefits, coverages or privileges applicable to employees, including, without limitation, medical, dental or life insurance coverage, workers' compensation coverage or participation in any University retirement plan. *Registry* agrees not to make any claim of entitlement to any such plan or program. All such benefits, if any, are the Consultant's sole responsibility.

(d) The Services being provided are part of a business in which *Registry* is customarily engaged as an independently established business (either as a sole proprietorship, limited liability entity, partnership or other entity), separate from and unrelated to the University's business. The Consultant has agreed to provide the University with the Consultant's business card and website address, if available, prior to the commencement of the Services. The *Registry's* website is [www.registryinterim.com](http://www.registryinterim.com).

(e) *Registry* performs, and will perform, the Services according to a schedule it maintains, free from the University's control and direction with respect to the manner in which the Services are performed. The parties agree that any Services provided by *Registry* in connection with the placement of Consultant with the University, are not and will not comprise supervision by the *Registry* of the Services.

(f) In the event that the definition of "employee" or "contractor" under the Internal Revenue Code of 1986, as amended and as interpreted by the Internal Revenue Service, or under applicable state law, is amended such that *Registry* becomes an employee of the University under applicable law, the parties agree that they will take such action as is necessary to ensure *Registry's* continued status as an independent contractor or will terminate this Agreement.

## **5. Miscellaneous.**

**A.)** This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof; *provided however* that it is meant to be read in conjunction and consistently with the placement agreement between *Registry* and Consultant relating to the performance of the Services. It shall supersede all prior agreements or understandings between the University and *Registry* or their agents, whether oral or written. Amendments to this Agreement may be proposed in writing by either party hereto and shall be deemed rejected unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

**B.)** If any one or more of the provisions contained in this Agreement is held illegal or unenforceable by any court of competent jurisdiction, the other provisions shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable

only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**C.)** None of the parties will be liable for delays or failure in its performance hereunder (other than the payment of monies) to the extent such delay or failure is caused by any act of God, war, pandemic, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, or any other event beyond the reasonable control of that Party. Upon prompt notice of such event, all obligations under this Agreement shall be suspended for the duration of the Force Majeure event.

**D.)** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

**E.)** The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

**F.)** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

**G.)** This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

**H.)** The parties agree that any termination of this Agreement shall not release nor discharge the parties from their respective obligations specified in Sections 2(c) and 3 through 8 of this Agreement, which shall survive termination or expiration of this Agreement in accordance with their terms.


**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**Kentucky State University**

By: 

July 1, 2022  
\_\_\_\_\_  
Date

**Collegiate Enterprise Solutions, LLC**

By:   
\_\_\_\_\_  
Bryan E. Carlson  
President and COO

30 June 2022  
\_\_\_\_\_  
Date

**EXPECTATIONS DOCUMENT**  
***Statement of Work***

**Interim President**  
**Kentucky State University**

The Registry Interim President is an independent contractor and consultant responsible for the following deliverables which encompass the execution of certain exogenous duties—specifically, the Registry Interim President shall be expected:

- To initiate and sustain a successful “turn-around” of Kentucky State University (KSU);
- To work with the newly composed Board of Regents and the Kentucky Council on Postsecondary Education (KCPE) in a partnership and extended team effort to improve governance operations focusing on the adoption of best practices;
- To sustain the initiative to improve financial operations by adopting appropriate financial controls and adhering to financial reporting requirements;
- And to focus on the ultimate goal of achieving a sustainable operating model that will be responsive to—and will fulfill the aspirations of—all major KSU stakeholders.



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 8E

### **ACTION ITEM:**

Approval to Engage Project Management Consulting Firm.

### **FACTS:**

In our on-going effort to move the University forward, the University requests approval to engage a project management consulting firm to support the University's effort to achieve stabilization. The focus of the consulting firm will be to provide a comprehensive strategy and an implementation framework for activities and initiatives to increase stakeholder confidence and the credibility of the University's efforts to move the institution forward.

### **BUDGETARY IMPLICATIONS:**

Using an informal bid process, the University will ensure that the University is receiving the highest quality services for the best value for an amount that is less than \$40,000.00.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the University's request to engage a project management consulting firm.

### **MOTION:**

Approve Request to Engage Project Management Consulting Firm.



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 8F

### **ACTION ITEM:**

Approval to Engage the Registry to Provide Interim Vice President for Student Engagement.

### **FACTS:**

The Registry Advisory Services (The Registry) is the nation's premier placement firm for interim higher education administrators. With more than 1,000 current Members, The Registry is able to supply consultants and interim leaders for short- and long-term projects in dozens of different capacities on college and university campuses.

Institutions of higher education challenged by tuition declines, budgetary pressures, demographic shifts and the Covid-19 pandemic routinely retain The Registry because it is the only placement firm with consultants that have the requisite experience to respond to these challenges in nimble, creative ways.

Kentucky State University seeks to retain The Registry to provide an Interim Vice President for Student Engagement until a permanent Vice President is selected.

### **BUDGETARY IMPLICATIONS:**

Interim President Ronald A. Johnson will bring back a proposed contract to Kentucky State University Board of Regents at the next board meeting.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the engagement of The Registry to provide an Interim Vice President for Student Engagement.

### **MOTION:**

Approve the engagement of The Registry to Provide Interim Vice President for Student Engagement.



## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

### ACTION ITEM 8G

**ACTION ITEM:**

Approval of Fire Alarm Monitoring and Suppression.

**FACTS:**

Kentucky State University requires 24/7 fire alarm monitoring and suppression by the Commonwealth of Kentucky's Building Code.

**BUDGETARY IMPLICATION**

Kentucky State University will be using State Master Agreement (MA 758 2100000966) with Johnson Controls. The required purchases will not to exceed \$76,702.99. Kentucky State University will use the funding from the annual facilities budget.

**RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the expenditure of funds associated with Fire Alarm Monitoring and Suppression (Johnson Controls) agreement.

**MOTION:**

Approve the expenditure associated with Fire Alarm Monitoring and Suppression (Johnson Controls) agreement.



# Commonwealth of Kentucky

## MASTER AGREEMENT

CONTRACT INFORMATION			
<b>MASTER AGREEMENT NUMBER: MA 758 2100000966</b>			
Effective Date:	7/1/21	Record Date:	6/30/21
Expiration Date:	6/30/23	Procurement Folder:	629833
Document Description:	Fire Alarm Monitoring and Suppression (Johnson Controls)	Procurement Type:	Standard Goods and Services
Cited Authority:	Competitive Negotiation-Goods and Services	Version Number:	1

CONTACT INFORMATION
---------------------

**ISSUER:**  
 Daniel Salvato  
 502-564-5862  
 daniel.salvato@ky.gov

VENDOR INFORMATION
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Name /Address:	Contact:
KY0028593: Johnson Controls Fire Protection LP 10610 BLUEGRASS PKWY LOUISVILLE KY 40299	RICHARD REYNOLDS 999-999-9999 RIREYNOLDS@SIMPLEXGRINNELL.COM

COMMODITY / SERVICE INFORMATION							
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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Fire Alarm Monitoring  
**Extended Description:**  
 Fire Alarm Monitoring

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$0.00			\$0.00

Fire Alarm Repair, Extinguishers and Service  
**Extended Description:**  
 Fire Alarm Repair, Extinguishers and Service

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	0.00000		\$0.000000	\$0.00			\$0.00

Fire Alarm Monitoring Carryover Pricing  
**Extended Description:**  
 Fire Alarm Monitoring Carryover Pricing from Master Agreement MA 758 1600000955 to allow continuity of services while quotes are provided to state agencies.



	<b>Document Description</b>	<b>Page 2</b>
2100000966	Fire Alarm Monitoring and Suppression (Johnson Controls)	

**MASTER AGREEMENT (MA)**  
**FOR**  
**FIRE ALARM MONITORING, TESTING, REPAIR, EXTINGUISHERS AND SERVICE**  
**BETWEEN**  
**THE COMMONWEALTH OF KENTUCKY**  
**AND**  
**JOHNSON CONTROLS**  
**10610 BLUEGRASS PARKWAY**  
**LOUISVILLE, KY. 40299**

**This Master Agreement (“Contract”, “Award” or “Agreement”)**  
**is entered into, by and between the Commonwealth of**  
**Kentucky, (“the Commonwealth” or “Customer”) and Johnson**  
**Controls (“Contractor” or “Vendor”) as the vendor to provide:**  
**Fire Alarm Monitoring, Testing, Repair, Extinguishers and Service.**

**Vendor Contact:**  
**Dawn Spencer**  
**Cell: (502) 594-6133**  
**Email: dawn.spencer@jci.com**

The Commonwealth and the Contractor agree to the following:

**I. Scope of Contract**

The scope of the Master Agreement (MA) is to provide the following to The Commonwealth of Kentucky: A Kentucky licensed vendor to provide Fire Alarm Monitoring, Testing, Repair, Extinguishers and Service.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto

**II. Pricing**

**Section 1: Fire Extinguishers**

<b>PLASTIC TAGS</b>	<b>\$1.00</b>
<b>FIRE EXTINGUISHER SIGN STANDOUT</b>	<b>\$9.50</b>
<b>10 LB CO2</b>	<b>\$175.00</b>

	<b>Document Description</b>	<b>Page 3</b>
2100000966	Fire Alarm Monitoring and Suppression (Johnson Controls)	

10 LB ABC with WALL BRACKET	\$80.00
15 LB CO2	\$210.00
2.5 LB ABC VEHICLE-WITH BRACKET	\$39.00
2.5 GALLON WET CHEMICAL CLASS K	\$185.00
2.5 GALLON WATER MIST	\$185.00
20 LB ABC WITH WALL BRACKET	\$115.00
5 LB ABC VEHICLE WITH BRACKET	\$49.00
5 BRK SPRING-CLIP BRACKET	\$5.30
5LB FE-36 CLEAN GUARD	\$200.00
9 LB FE-36 CLEAN GUARD	\$350.00
13 LB FE-36 CLEAN GUARD	\$515.00
FIRE EXTINGUISHER COVER MED	\$15.00
FIRE EXTINGUISHER COVER LARGE	\$20.00
20LB ABC HIGH FLOW EXT	\$225.00
HOSE ASSEMBLIES	\$1.00
VALVE ASSEMBLIES	\$9.00
FIXTURE MOUNTING BRACKETS - WALL BRACKET	\$4.00
PER EXTINGUISHER INSPECTION CHARGE	\$3.00
RECHARGE 2.5 GAL WATER EXTINGUISHER	\$10.00
MINIMUM BILLING FOR SERVICE VISIT	\$50.00
DRY CHEMICAL BC,2.5 LB.,	\$1.00
DRY CHEMICAL, BC, 5 LB.,	\$2.50
DRY CHEMICAL BC 10 LB.	\$4.00
DRY CHEMICAL BC 20 LB.	\$5.00
CO2-5 LB.,	\$7.00
CO2-10 LB.,	\$15.00
CO2-15 LB.,	\$25.00
CO2-20 LB.,	\$25.00
DRY CHEMICAL ABC 2.5 LB.	\$15.00
DRY CHEMICAL,ABC, 5 LB.,	\$20.00
DRY CHEMICAL,ABC,10 LB.,	\$30.00
DRY CHEMICAL,ABC, 20 LB.	\$45.00
LABOR CHARGE TO INSTALL MOUNTING BRACKETS	\$3.00
CONDUCTIVITY TEST CO2 EXT. - HOSE TEST	No charge
LOCATOR SIGNS	\$3.00
THE REPLACEMENT OF THE EXTINGUISHER AGENT (ALSO INCLUDES THE EXPELLENT FOR CERTAIN TYPES OF EXTINGUISHERS.) THIS IS DONE AFTER ANY USE OR AS INDICATED BY INSPECTION OR MAINTENANCE.	\$25.00
EVERY SIX YEARS, STORED PRESSURE FIRE EXTINGUISHERS THAT REQUIRE A 12 YEAR HYDROSTATIC TEST SHALL BE EMPTIED AND SUBJECTED TO APPLICABLE MAINTENANCE PROCEDURES	\$35.00
K CLASS RECHARGE	\$125
HYDROSTATIC TEST: PRESSURE TEST OF THE EXTINGUISHER TO VERIFY ITS STRENGTH AGAINST UNWANTED RUPTURE . HYDROSTATIC TESTING IS	\$15.00

	<b>Document Description</b>	<b>Page 4</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

PERFORMED AT REQUIRED INTERVALS OR WHEN DAMAGE OR RUST IS PRESENT . HYDROSTATIC TEST INTERVALS: STORED PRESSURE WATER: FIVE (5) YEARS	
VEHICLE BRACKET	\$45.00
10 LB FIRE EXTINGUISHER CABINET	\$65.00
20 LB FIRE EXTINGUISHER CABINET	\$95.00
FE SIGN GLOW IN THE DARK	\$20.00
20 lb Purple K dry chemical	\$195.00
AAAF 2.5 gal Foam	\$345.00
30lb Class D	\$595.00

Section II Repair Rates

NORMAL HOURLY RATE ( 8 AM - 5 PM MONDAY-FRIDAY)	HR	No Charge
AFTER HOURS RATE (5 :01 PM - 7:59AM MONDAY- FRIDAY ALL DAY SATERDAY AND SUNDAY)	HR	No Charge
HOLIDAY HOURS (ANY STATE GOVERNMENT RECOGNIZED HOLIDAY)	HR	No Charge
TRUCK CHARGE	EA	No Charge
PERCENT DISCOUNT OFF TRUCK REPAIR PARTS	PERCENT	25.00%

**Section III Kitchen Hood Inspection**

**Annual inspection of kitchen hood to include all parts and links. Does not include recharge after a fire and 12 year hydrostatic testing. Does not include pressure washing/cleaning:**

**Cost:\$150.00**

**Section IV: Alarm Monitoring, Inspections, Sprinkler Inspections (not covered by State Risk)**

**\$380 for phone line communication;**

**\$420 for IP (Internet communication)**

**\$600 for cellular communication**

**Fire Alarm Inspection:**

<b>Line Items</b>	<b>Test, inspection &amp; report</b>
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	<b>Document Description</b>	<b>Page 5</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

<b>Controls</b>	
Fire Alarm Panel	\$ 167.25
Additonal panel	\$ 79.60
Annunciator	\$ 79.60
NAC Power Extender	\$ 79.60
DACT	\$ 21.16
<b>Initiating Devices</b>	
Smoke detector	\$ 8.00
Smoke detector sensitivity testing	\$ 8.00
Duct detector	\$ 15.00
Heat detector	\$ 8.00
Pull Station	\$ 4.00
<b>Alarm Notification Appliances</b>	
Fire Alarm, Bell	\$ 4.00
Speakers	\$ 4.00
Audio Visual Device	\$ 4.00
Strobe/Horn	\$ 4.00
<b>Supervisor Devices</b>	
Waterflow/Tamper	\$ 4.00
<b>Other</b>	
Relays	\$ 4.00
Door holders	\$ 4.00
Lift Rental	\$ 0.01
Open Market	\$ 0.01

### III. Negotiations

The following was negotiated between the Commonwealth and Johnson Controls:

Quotations for State Agencies utilizing this contract shall be provided at no cost to the agency.

Current Pricing for Alarm Monitoring for State Facilities in Master Agreement MA 758 1600000955 shall be held for one year while updated quotations are provided to state agencies.

**This Agreement excludes any exceptions and deviations to RFP 758 2100000161.**

	<b>Document Description</b>	<b>Page 6</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

**To the extent unmodified by the above Sections I, II, and III of this Contract, the following sections are incorporated pursuant to RFP 758 2100000161. In the event of any conflict between the following Sections 40 and 50 and the previous Sections I, II, and III, the terms in Sections I, II, and III shall prevail.**

**SECTION 40 – PROCUREMENT REQUIREMENTS**

**40.1 Procurement Requirements**

Procurement requirements are listed under “**Procurement Laws, Preference, Regulations and Policies**” and “**Response to Solicitation**” located on the eProcurement Web page at <https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx> and <https://emars311.ky.gov/webapp/vssprdonline3111d/AltSelfService> respectively. The vendor must comply with all applicable statutes, regulations and policies related to this procurement.

**40.2 Contract Components and Order of Precedence**

The Commonwealth’s acceptance of the contractor’s offer in response to the solicitation, indicated by the issuance of a contract award by the Office of Procurement Services, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation;
4. The Solicitation and all attachments
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor’s proposal in response to the Solicitation;
7. The Contractor’s proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

**40.3 Final Agreement**

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

**40.4 Contract Provisions**

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the

	<b>Document Description</b>	<b>Page 7</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

Commonwealth and the contractor shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

#### **40.5 Type of Contract**

The contract proposed in response to this solicitation shall be on the basis of a **firm fixed unit price** for the elements listed in this solicitation. This solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

#### **40.6 Contract Usage**

As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this contract. The Commonwealth agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

#### **40.7 Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the vendor receives a modification, the vendor shall not accept delivery orders from any agency referencing such items or services.

#### **40.8 Changes and Modifications to the Contract**

Pursuant to KRS 45A.210 (1) and 200 KAR 5:311, no modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the contractor and the Commonwealth, and incorporated as a written amendment to the contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

If the contractor finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

#### **40.9 Changes in Scope**

The Commonwealth may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the Commonwealth.

#### **40.10 Contract Conformance**

	<b>Document Description</b>	<b>Page 8</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

If the Commonwealth Buyer determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon project plan, the Buyer may request the contractor to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

**40.11 Assignment**

The contract shall not be assigned in whole or in part without the prior written consent of the Commonwealth Buyer.

**40.12 Payment**

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

**40.13 Contractor Cooperation in Related Efforts**

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the contractor shall fully cooperate with such other contractors and Commonwealth employees. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

**40.14 Contractor Affiliation**

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the contractor shall take any action that, if done by the contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

**40.15 Commonwealth Property**

The contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for contractor's use in connections with the performance of this contract. The contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

**40.16 Confidentiality of Contract Terms**

The contractor and the Commonwealth agree that all information communicated between them before the effective date of the contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its

	<b>Document Description</b>	<b>Page 9</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the contract by all parties, terms of the contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

#### **40.17 Confidential Information**

The contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the contractor. The contractor shall have an appropriate agreement with its employees, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the Commonwealth has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

#### **40.18 Advertising Award**

The contractor shall not refer to the award of contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky without the expressed written consent of the agency technical contact person. (see Section 50.4)

#### **40.19 Patent or Copyright Infringement**

The contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this contract of which the contractor has knowledge.



	<b>Document Description</b>	<b>Page 10</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

The Commonwealth agrees to notify the contractor promptly, in writing, of any such claim, suit or proceeding, and at the contractor's expense give the contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the contractor's obligation to satisfy any final award, the contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the contractor has the right to defend, or at its option, to settle and the contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the contractor to the Commonwealth under this agreement. The contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the contractor without the contractor's written consent.

The contractor shall have no liability for any infringement based upon:

- A. the combination of such product or part with any other product or part not furnished to the Commonwealth by the contractor
- B. the modification of such product or part unless such modification was made by the contractor
- C. the use of such product or part in a manner for which it was not designed

#### **40.20 Permits, Licenses, Taxes and Commonwealth Registration**

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.

The contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification

	<b>Document Description</b>	<b>Page 11</b>
2100000966	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required.

The contractor shall pay any sales, use, and personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the contractor.

#### 40.21 **EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>

#### 40.22 **Provisions for Termination of the Contract**

Any contract resulting from this solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

#### 40.23 **Bankruptcy**

In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this contract may be subject to the rights of a trustee in bankruptcy to assume or assign this contract. The trustee shall not have the right to assume or assign this contract unless the trustee (a) promptly cures all defaults under this contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

#### 40.24 **Conformance with Commonwealth & Federal Laws/Regulations**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

#### 40.25 **Accessibility**

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the

	<b>Document Description</b>	<b>Page 12</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

**40.26 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

**40.27 Prohibitions of Certain Conflicts of Interest**

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040 (4), the contractor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

**40.28 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

**40.29 Vendor Response and Proprietary Information**

	Document Description	Page 13
2100000966	Fire Alarm Monitoring and Suppression (Johnson Controls)	

[The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The Finance and Administration Cabinet will not disclose any portions of the proposals prior to Contract Award to anyone outside the Finance and Administration Cabinet, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.](#)

Informational areas which normally might be considered proprietary shall be limited to **individual personnel data, customer references, selected financial data, formulae, and financial audits** which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a vendor declares proprietary in nature and not available for public disclosure, the **vendor shall declare in the Transmittal Letter [see Section 60.6 (A)] the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under separate sealed cover marked "Proprietary Data"**. Proposals containing information declared by the vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

#### 40.30 Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

#### 40.31 Limitation of Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

#### 40.32 Discrimination

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under

	<b>Document Description</b>	<b>Page 14</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965,

	Document Description	Page 15
2100000966	Fire Alarm Monitoring and Suppression (Johnson Controls)	

- as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 50 – SCOPE OF WORK**

**50.1 Agencies to Be Served**

This contract shall be for use by: All State Agencies

**Political Subdivisions**

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

No shipments shall be made except upon receipt by vendor of an official delivery order from the using agency.

**50.2 Term of Contract and Renewal Options**

The initial term of the contract shall be for a period of **2 years** from the effective date of the Award of Contract.

This contract may be renewed at the completion of the initial contract period for **4 additional 2 year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of a contract modification as described in Section 40.8 of this RFP.

At the end of the contract, the vendor shall provide all agency data in a form that can be converted to any subsequent system of the agency’s choice. The vendor

	<b>Document Description</b>	<b>Page 16</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

shall cooperate to this end with the vendor of the agency's choice, in a timely and efficient manner.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

### 50.3 **Basis of Price Revisions**

**PRICE ADJUSTMENTS:** Unless otherwise specified, the prices established by the contract resulting from this solicitation shall remain firm for the contract period subject to the following:

- A. **Price Increases:** A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.
- C. **Extended Contract Periods:** If the contract provides for an optional renewal period, a price adjustment may be granted

	<b>Document Description</b>	<b>Page 17</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

**50.4 Notices**

After the award of contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the agency technical contact(s) identified during the negotiation phase of this procurement. After the award of contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

**50.5 Subcontractors**

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor. All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

**50.6 Scope of Work/Technical Requirements**

The work described consists of providing all necessary travel expenses, personnel, labor, tools, equipment, appliances, compatible software and materials necessary to provide monitoring, sales, service, and repair (outside of State Risk Covered Testing.) All services shall be performed in accordance with the Kentucky Standards of Safety (815 KAR 10:060) including applicable National Fire Protection Association Codes (NFPA) and additional requirements herein.

The Following areas are requesting coverage:

**Section 1: Fire Extinguishers :**

To include sales, service, repair of extinguishers and accessories.

**Section 2: Repair Rates**

As needed repairs on any fire suppression equipment at the facility (this can include repairs due to failed State Risk Inspections. There shall not be a truck charge for repairs performed during any inspection (including but not limited to normal fire extinguisher inspections, inspections required by state risk, etc.) If the vendors normal hourly time period is different than stated please explain on cost sheet. Percent discount off of truck parts charges is defined as the percentage off parts normally carried in the repair individuals truck to perform minor repairs.



	<b>Document Description</b>	<b>Page 18</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

**Section 3: Kitchen Hood Inspection**

Annual inspection of kitchen hood to include all parts and links. Does not include recharge after a fire and 12 year hydrostatic testing. Does not include pressure washing/cleaning.

**Section 4: Alarm Monitoring, Inspections, Sprinkler Inspections (not covered by State Risk)**

The vendor shall fully explain how costs are derived for their services in the technical proposals. List of cost for the services whether by man hour, square footage, etc. as explained in the technical proposal:

**50.7 Qualifications Of Contractor And Inspector (S)**

The successful bidder on proposal must be a licensed Fire Protection Sprinkler contractor by the Commonwealth of Kentucky, Department of Housing, Building and Construction and conform to all rules and regulations of that cabinet.

A copy of the current Kentucky Fire Protection Sprinkler Contactor's license must be submitted to the Office of Procurement Services before award of contract.

Individuals making inspections and tests of systems for the Contractor must be a "certificate of competency" holder for the Contractor or be currently certified Fire Suppression System Inspector by the State Fire Marshal's Office.

It is preferred that the Contractor shall possess a fully staffed office in the Commonwealth of Kentucky and should submit verification of location with proposal.

**50.8 Inspection And Testing General Procedures**

**Scheduling**

The Contractor shall give seven days minimum notice to the Agency to schedule an inspection within a building. A representative from the agency must sign (either physically or electronically) that the work was performed and a copy of the signature shall be submitted with the invoice. If a representative from the agency is unavailable/ not willing to sign then no work shall be performed at the location.

**Fire Alarm Interaction**

	<b>Document Description</b>	<b>Page 19</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

Prior to testing/repairing/inspecting any system, the Contractor is responsible for contacting the fire alarm system reporting agency and any other agencies that receives a fire alarm signal to notify them that a test will be conducted. Failure to do so will result in the Contractor paying for any costs involved in false alarms, etc.

Upon completion of the inspection/testing/repairing, the contractor shall notify the aforementioned entities that the system has been returned to service.

### **Replacement Parts**

The Contractor shall receive approval from an agency representative for any parts furnished for a repair in the routine course of inspection and testing.

### **Needed Repairs**

The Contractor shall clearly note all repairs required to return the system back to conformance with Kentucky Standards of Safety (815 KAR 10:060) including applicable National Fire Protection Association Codes (NFPA.) The Contractor shall not make the repairs unless specifically authorized to do so by the Agency responsible for the tested systems. That agency shall be responsible for payment of all repairs authorized by the agency.

### **Equipment**

The Contractor shall provide their own labor, tools, equipment, appliances and material, etc. necessary to provide inspection, testing, and repairs of systems.

### **50.9 Return To Service**

Upon completion of inspection, repairs, or testing the Contractor shall return the entire system, including all equipment to normal in-service position. Under no circumstances shall the system be left in a condition that is less functional than prior to the inspection repair and test.

### **50.10 Report Of Inspections**

All inspection and test reports shall be provided to the agency representative with the representative signature.

A sample invoice and signature form should be submitted with the technical proposal for review.

	<b>Document Description</b>	<b>Page 20</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

All inspection and test reports shall be completed in an electronic format and made accessible to the agency . Any report deemed unreadable will be deemed invalid and returned to the Contractor for re-issuance. All reports must be clearly signed by the Vendor Representative (electronic signatures are acceptable) including the appropriate certification number. In addition to the Inspector's signature, an appointed Agency representative shall also sign the invoice.

The report shall be submitted within 15 days of the date of the inspection to the following recipients:

### **50.11 Systems Tag**

All systems inspected must have a tag (if required by standards,) which conforms to NFPA Standards attached clearly and legibly completed in view.

### **50.12 Special Conditions**

#### **Required Licensing**

This contract will be open only to contractos that have the resources of licensed fire suppression inspectors holding appropriate certifications by the Kentucky State Fire Marshal's Office. Information sufficient to verify compliance shall be provided by the offeror within five (5) consecutive working days after notification to provide is received by offeror. Failure to provide the required information or maintain compliance within the specified time may be grounds for deeming the proposal noncompliant or termination of contract for default.

#### **Failed Inspections:**

Inspections where the systems are out of service and cannot be placed back into service – the contractor should notify the designated personnel at State Risk.

Failed inspections should be noted on the inspection report with a detailed description of the problem while citing an NFPA code where applicable.

### **50.13 Contractor Representative(S)**

Contractor shall indicate in the solicitation response the name of the person or persons (including phone number and address and e-mail address, if available) responsible for the coordination by the Contractor of all performance issues under the contract.

### **Conduct Of Contractor**

	<b>Document Description</b>	<b>Page 21</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

The Contractor must always act in a courteous and professional manner while on site. The Commonwealth reserves the right to remove any Contractor employee from site for any reason resulting in non payment for that inspection and a negative performance evaluation in the vendors file.

Under no circumstances shall the Contractor be allowed to bring firearms to any site, whether in a vehicle or on the person.

Some state Agencies have special conditions and procedures that must be followed during access to buildings. Such agencies include the Department of Corrections. The Contractor shall meet with such agency personnel to be orientated on any special procedures and accommodate those procedures without any additional costs to the Owner.

Most buildings in which this work is being performed will be in continuous use by the Owner, his clients, and patrons during the tests and inspections. The Contractor shall consult with the representative of the using agency and carefully coordinate his work that affects use of the building, with the using agency.

The Contractor shall maintain materials and organize his work in such a manner as to create minimum inconvenience to persons using the structure.

**Damages Caused By The Contractor**

Any damages caused to the building structure, building finishes, furnishings (including electronic equipment), or belongings of occupants, caused by the Contractor as a result of conducting an inspection or test, shall be repaired by the Contractor to the pre test condition at no additional cost to the Owner. Unless otherwise authorized by the Division of State Risk and Insurance Services, these repairs shall be made as soon as possible and no more than two weeks after such damage occurs.

**50.14 References**

The offeror shall provide as an attachment to your solicitation response references from three (3) customers of similar size. The references shall be with customers within the past five (5) years. The references shall contain, the company name, address, contact person, phone number and fax number.

**50.15 Addition or Deletion of Items or Services**

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to any contract awarded from this solicitation. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

	Document Description	Page 22
2100000966	Fire Alarm Monitoring and Suppression (Johnson Controls)	

**50.16 Liability and Property Damage Insurance**

The contractor shall indemnify, defend, and hold harmless all the state officials and the Commonwealth of Kentucky and all officials, employees and participating householders of the Commonwealth of Kentucky against any losses, claims, actions, damages, liability, and expenses, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property occasioned wholly or in part by the contractor or by persons employed directly or indirectly by the contractor in connection with the used electronic equipment collection, transportation, dismantling, salvage, sale, reuse, and / or recycling.

The contractor shall obtain and maintain in full force, for as long as necessary to fund the contractor’s indemnification and defense obligations, the following types and amounts of insurance:

A Commercial Liability Insurance policy shall afford limits of no less than the following:

- \$2,000,000 - General Aggregate
- \$1,000,000 - Products and Completed Operations Aggregate
- \$1,000,000 - Personal and Advertising Injury
- \$1,000,000 – Each Occurrence
- \$ 50,000 – Fire Damage
- \$ 5,000 – Medical Expense

An automobile/truck liability insurance policy covering owned, non-owned, and hired vehicles. Said policy of insurance to have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury, including death and property damage.

A Worker’s Compensation and Employer’s Liability insurance policy with Kentucky statutory limits for workers compensation and a minimum of \$1,000,000 per accident for employer’s liability.

The Commercial General Liability insurance required under this Contract shall include The Commonwealth of Kentucky, its officers, employees and agents as [Additional Insureds](#) but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**50.17 Indemnity**

The contractor (undersigned) jointly and severally agrees to indemnify and save harmless the Commonwealth (Indemnified) and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the claim against the Commonwealth as a result of the contractor’s actions. In the event of any asserted

	<b>Document Description</b>	<b>Page 23</b>
<b>2100000966</b>	<b>Fire Alarm Monitoring and Suppression (Johnson Controls)</b>	

claim, the Indemnified shall provide the undersigned reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend protect and save harmless Indemnified against said claim or any loss or liability there under. In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnified shall have full rights to defend, pay or settle said claim on their own behalf without notice to undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. Upon default, the undersigned further agree to pay all reasonable attorneys' fees necessary to enforce this agreement. This agreement shall be unlimited as to amount or duration.



CONTRACT SUMMARY

Ship-To ACE Cust #	Contract Number	Location Name	Product	Level of Service	Service Frequency	Inspection Months	Total Annual Amount
1543934	80796167	Academic Services	FA Monitoring	600-3329	NA	NA	\$ 480.00
1543934	54943636	Academic Services	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,321.68
1543934	54943636	Academic Services	Suppression	Essential	Semi-Annual	Sept/Mar	\$ 800.00
1543947	80841171	Alumni Stadium	FA Monitoring	600-3332	NA	NA	\$ 480.00
1543947	54947724	Alumni Stadium	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,114.72
1543930	80841170	Aquaculture Building	FA Monitoring	SD-1729	NA	NA	\$ 480.00
1543930	54925884	Aquaculture Building	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 2,250.92
2130661	54949124	Aquaculture Center Tech Lab	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,397.08
1543935	54943889	Atwood Research Bldg	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 2,832.84
1543936	80796169	Bell Gym	FA Monitoring	600-3350	NA	NA	\$ 480.00
1543936	54944145	Bell Gym	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,455.84
1543931	80796170	Betty White Center	FA Monitoring	600-3334	NA	NA	\$ 480.00
1543931	54926010	Betty White Center	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,319.08
1543937	80796172	Blazer Library	FA Monitoring	600-3342	NA	NA	\$ 480.00
1543937	54944275	Blazer Library	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,567.64
1543937	54944275	Blazer Library	Suppression	Essential	Semi-Annual	Sept/Mar	\$ 800.00
31988	80796173	Bradford Hall	FA Monitoring	600-3337	NA	NA	\$ 480.00
31988	54925001	Bradford Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 3,110.48
653257	80796174	Carver Hall	FA Monitoring	600-3346	NA	NA	\$ 480.00
653257	54944768	Carver Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 2,949.28
653257	54944768	Carver Hall	Suppression	Essential	Semi-Annual	Sept/Mar	\$ 800.00
31991	80796175	Chandler Hall	FA Monitoring	600-3351	NA	NA	\$ 480.00
31991	54925127	Chandler Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 3,024.68
603731	80796177	Chappell Community Education Bldg	FA Monitoring	600-3339	NA	NA	\$ 480.00
603731	54926136	Chappell Community Education Bldg	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,126.68
1543938	80796178	Combs Hall	FA Monitoring	600-3343	NA	NA	\$ 480.00
1543938	54945175	Combs Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 2,161.48
1543932	80796179	Cooperative Extension	FA Monitoring	600-3335	NA	NA	\$ 480.00
1543932	Add to 80796179	Cooperative Extension	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,412.68
711014	54946569	Hathaway Hall	Fire Alarm	Essential Plus Labor (Honeywell)	Semi-Annual	Aug/Feb	\$ 3,589.21
711014	New	Hathaway Hall	FA Monitoring	New	NA	NA	\$ 480.00
1543948	80796181	Hill Student Center	FA Monitoring	600-3352	NA	NA	\$ 480.00
1543948	54947851	Hill Student Center	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 3,544.68
1543948	54947851	Hill Student Center	Range Hood	Essential	Semi-Annual	Aug/Feb	\$ 300.00
732852	80796182	Hume Hall	FA Monitoring	600-3349	NA	NA	\$ 480.00
732852	54946700	Hume Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 2,101.68
1543940	54946827	Hunter Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 2,425.12
1543941	80796185	Jackson Hall	FA Monitoring	600-3341	NA	NA	\$ 480.00
1543941	54946961	Jackson Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,215.08

Ship-To ACE Cust #	Contract Number	Location Name	Product	Level of Service	Service Frequency	Inspection Months	Total Annual Amount
31999	80796186	Kentucky Hall	FA Monitoring	600-3348	NA	NA	\$ 480.00
31999	54925366	Kentucky Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 3,306.52
New	New	KSU Pedway Bridge	FA Monitoring	New	NA	NA	\$ 480.00
2130662	17986690	KSU Rosenwald Center for Families & Children	Fire Alarm	Essential Plus Labor (Honeywell)	Semi-Annual	Aug/Feb	\$ 1,492.99
2130662	New	KSU Rosenwald Center for Families & Children	FA Monitoring	New	NA	NA	\$ 480.00
1956705	54948866	Land Grant Farm	Fire Alarm	Essential Plus Labor (Honeywell)	Semi-Annual	Aug/Feb	\$ 1,078.99
1956705	New	Land Grant Farm	Fire Alarm	New	NA	NA	\$ 480.00
1956705	54948866	Land Grant Farm	Range Hood	Essential	Semi-Annual	Aug/Feb	\$ 300.00
32008	80796188	McCullin Hall	FA Monitoring	600-3344	NA	NA	\$ 480.00
32008	54925504	McCullin Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 3,670.10
1609270	80796189	New Young Hall	FA Monitoring	600-3333	NA	NA	\$ 480.00
1609270	54948739	New Young Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 3,589.92
32002	54925758	Nutrition Lab	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 804.90
1543946	80796196	Shauntee Hall	FA Monitoring	600-3338	NA	NA	\$ 480.00
1543946	54947467	Shauntee Hall	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,569.72
1543949	Add to 54948610	The Halls	FA Monitoring	W897012080	NA	NA	\$ 480.00
1543949	54948610	The Halls	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 4,470.90
31994	80796199	William Exum Center	FA Monitoring	600-3336	NA	NA	\$ 480.00
31994	54925631	William Exum Center	Fire Alarm	Expert	Semi-Annual	Aug/Feb	\$ 1,798.10

\$76,702.99



**Minutes of the  
April 27, 2022  
Special Called Meeting**

**KENTUCKY STATE UNIVERSITY BOARD OF REGENTS  
SPECIAL CALLED MEETING  
Wednesday, April 27, 2022  
10:00 a.m. EST**

**\*\*MEETING WAS CONDUCTED IN-PERSON AND BY TELECONFERENCE\*\***

**Board of Regents Room  
2nd Floor Julian M. Carroll Academic Services Building  
Frankfort, Kentucky 40601  
(Primary Physical Location)**

**MINUTES  
\*\*\*\*\***

**I. Call to Order**

Dr. Clara Ross Stamps, Acting President, called the meeting to order at 10:15 a.m. President Stamps welcomed everyone to the meeting and remarked that it has been her pleasure to serve Kentucky State University as Acting President. Dr. Stamps then reported on a recent noteworthy event for Kentucky State University (KSU). The KSU academic team made it to the final round of the Honda All-Star Challenge for the first time in the history of the competition, bringing back \$40,000 for the University Program. She offered her congratulations to the team and its coach.

Dr. Aaron Thompson, President of the Council on Postsecondary Education (CPE), welcomed the new members of the Board of Regents and thanked them for agreeing to be a part of the rebuilding process. CPE will be a partner in the work and the goal is to enjoy the positives of KSU. He also thanked Dr. Stamps and the former Board of Regents members for the work they did to get KSU this far.

**II. Swearing-In of New Regents**

Elise Borne, Board Liaison, swore in the following newly appointed Regents:

Mr. Michael Adams  
Ms. Tammi Dukes  
Dr. Ernie Fletcher  
Mr. Edward Hatchett  
Mr. Jason Moseley  
Dr. Charles Moyer  
Dr. Gerald Patton  
Mr. Robert Ramsey

Following the swearing-in, the Regents and University administrators provided introductions.

**III. Roll Call**

Elise Borne, Board Liaison, called the roll:

Regent Michael Adams	Present
Regent Tammi Dukes	Present
Regent Edward Fields	Present
Regent Ernie Fletcher, MD	Present
Regent Edward Hatchett	Present
Regent Jason Moseley	Present
Regent Charles Moyer, Ph.D.	Present
Regent Gerald Patton, Ph.D.	Present
Regent Robert Ramsey	Present
Regent Jason Robinson	Present
Regent Herman Walston, Ed.D.	Present

Eleven Regents were in attendance. Quorum was established.

**IV. Election of Board Officers**

**A. Election of Board Chair**

**MOTION** by Regent Fields:  
 Move the Board to elect Regent Patton for the position of Chair.  
 Seconded by Regent Adams.

A roll call vote was held:

Regent Michael Adams:	Yes
Regent Tammi Dukes:	Yes
Regent Edward Fields:	Yes
Regent Ernie Fletcher:	Yes
Regent Edward Hatchett:	Yes
Regent Jason Moseley:	Yes
Regent Charles Moyer:	Yes
Regent Gerald Patton:	Yes
Regent Robert Ramsey:	Yes
Regent Jason Robinson:	Yes
Regent Herman Walston:	Yes

The motion passed without dissent. Regent Patton was elected Chair of the Board of Regents.

**B. Election of Board Vice-Chair**

For the position of Vice-Chair, the following nominations reached the floor: Regent Hatchett nominated Regent Ramsey; Regent Fields nominated Regent Walston; Regent Dukes nominated herself; Regent Adams nominated himself.

With more than one nomination on the floor, the members were polled for their vote:

Regent Michael Adams:	Regent Michael Adams
Regent Tammi Dukes:	Regent Tammi Dukes
Regent Edward Fields:	Regent Herman Walston
Regent Ernie Fletcher:	Regent Robert Ramsey

Regent Edward Hatchett: Regent Robert Ramsey  
Regent Jason Moseley: Regent Herman Walston  
Regent Charles Moyer: Regent Michael Adams  
Regent Gerald Patton: Regent Herman Walston  
Regent Robert Ramsey: Regent Robert Ramsey  
Regent Jason Robinson: Regent Tammi Dukes  
Regent Herman Walston: Regent Herman Walston

Regent Herman Walston received four votes, Regent Ramsey received three votes, Regent Dukes received two votes, and Regent Adams received two votes.

**MOTION** by Regent Fields:  
Move the Board to elect Herman Walston as Vice Chair.  
Seconded by Regent Fletcher and passed without dissent.

**V. Appointment of Board Secretary**

Regent Edward Fields nominated Elise Borne as Board Secretary.

**MOTION** by Regent Dukes:  
Move the Board to appoint Elise Borne as Board Secretary.  
Seconded by Regent Adams and passed without dissent.

**VI. Approval of Agenda**

**MOTION** by Regent Dukes:  
Move the Board to adopt the agenda of the April 27, 2022 Special Called Meeting with a correction that “Minutes of the December 3, 2021 Quarterly Meeting” should read “Minutes of the December 2, 2021 Quarterly Meeting.”  
Seconded by Regent Moyer and passed without dissent.

**VII. Consent Agenda**

**MOTION** by Regent Moyer:  
Move the Board to approve the consent agenda items.  
Seconded by Regent Dukes and passed without dissent.

**VIII. Information Items**

**A. Review of House Bill 250**

Travis Powell, General Counsel and Vice President of Council on Postsecondary Education, provided the Board with an overview of priorities related to House Bill 250. He said that the first priority is the Financial Exigency Policy which needs to be completed by May 15, 2022. He then said that the second item to note is the pause on the presidential search process and the search for a permanent president. He further stated that the search firm who had begun the search for the permanent president are still under contract and ready to resume work when needed. Mr. Powell reported that one option for the Interim President search is The Registry and the Board should have further discussions about this at the next meeting.

Greg Rush, Senior Fellow for the Council on Postsecondary Education, then joined the discussion and reported that KSU's budget shortfall was the result of a culmination of issues, primarily carrying expenses forward that were not paid in prior years. He also stated that the University had not been reimbursing the state for capital construction projects and the asset preservation funds were not properly separated out in the budget. He reported that he is working with the current CFO and is hopeful that the shortfall will not be as much as expected.

Mr. Powell then stated that HB 250 requires CPE to approve any KSU expenditure over \$5,000 and CPE has adopted a policy for this process. CPE requests that KSU provide a description of the expenditure, the budget and funding source, when the payment is due, and how it is being paid. CPE is also requiring that contracts and personnel obligations be approved by the Board to ensure that the Board is taking a look at all funding obligations.

He reported that HB 250 appropriated incentive funds which will be disbursed to KSU provided that KSU meets certain goals and benchmarks which will be part of the Management and Improvement Plan. He said that CPE wants to work with KSU in the creation of these benchmarks to ensure that KSU meets the expectations and is able to receive the funds.

Regent Fletcher requested current financial information in order for the Board to fulfill its fiduciary duty. President Stamps stated that there is current financial information available on the website and she will provide the current financial information as requested. Mr. Rush stated that he plans to work with CFO Shields to create a financial reporting format.

Regent Dukes inquired if an audit on internal controls has been performed. Mr. Powell stated that he would provide a copy of CPE's financial analysis which contains some information about KSU's internal controls. Regent Dukes also requested a copy of prior audits.

Regent Fields asked how the Board would take action on items that need approval in between meetings. President Stamps stated that the Board can hold special called meetings and Chair Patton would take that into consideration.

## **B. Board Orientation/Training and Required Documentation**

Lisa Lang, General Counsel, provided an overview of the documentation required for the Regents. She stated that an annual Open Records and Open Meetings training is required by statute and the Regents are required to sign that they have received this information. Additional forms are confidentiality, acceptable use, and conflict of interest.

Attorney Lang also gave a broad overview of the items in the Board Orientation binder and stated that President Stamps will provide a more comprehensive orientation at a future meeting.

Chair Patton encouraged all Regents to review the Gold Book and familiarize themselves with the Board's bylaws.

Regent Walston inquired about the Annual Trustee Conference. President Stamps stated that all Regents have been added to the AGB membership which contains all of that information.

**IX. Action Items**

**A. Approve Resolution to Confer Degrees**

**MOTION** by Regent Hatchett:  
Move the Board to confer degrees.  
Seconded by Regent Moyer and passed without dissent.

**B. Approve Posthumous Degree Candidates**

**MOTION** by Regent Walston:  
Move the Board to approve the posthumous degree candidates.  
Seconded by Regent Fields and passed without dissent.

**C. Approve Honorary Degree Candidate**

**MOTION** by Regent Fletcher:  
Move the Board to approve the honorary degree candidate.  
Seconded by Regent Moyer and passed without dissent.

**D. Approve RFP For Internal Audit Services**

**MOTION** by Regent Dukes:  
Move the Board to approve the RFP for Internal Audit Services.  
Seconded by Regent Hatchett and passed without dissent.

**E. Approve RFP for Cleaning Services**

**MOTION** by Regent Dukes:  
Move the Board to approve the RFP for cleaning services.  
Seconded by Regent Dukes and passed without dissent.

**F. Approve Phase II Purchase and Installation of Keyless Door Locks in Residence Halls**

**MOTION** by Regent Moseley:  
Move the Board to approve the Phase II purchase and installation of keyless door locks in residence halls.  
Seconded by Regent Fletcher and passed without dissent.

**G. Approve Repayment of Deficit State Construction Accounts**

**MOTION** by Regent Dukes:  
Move the Board to approve the repayment of deficit state construction accounts.  
Seconded by Regent Walston and passed without dissent.

**H. Approve Repayment of the Revenue Anticipation Note**

MOTION by Regent Dukes:  
Move the Board to approve the repayment of the revenue anticipation note.  
Seconded by Regent Fields and passed without dissent.

**I. Approve Certification of Resolution for Authorization to Sign Agreements with Fifth Third Bank**

MOTION by Regent Adams:  
Move the Board to approve the certification of resolution for authorization to sign agreements with Fifth Third Bank.  
Seconded by Regent Walston and passed without dissent.

**X. Closing Remarks**

Regent Hatchett requested that the Board be provided an update on outstanding student balances at the next meeting. Regent Walston requested an update on the new dormitory.

Chair Patton closed the meeting by remarking that he is full of hope for Kentucky State and all of the challenges the Board has to confront. He further stated that he is impressed by the credentials of all of the individuals on the Board of Regents and he honored to serve with them.

**XI. Adjournment**

MOTION by Regent Adams:  
Move the Board to adjourn  
Seconded by Regent Fields and passed without dissent.

The meeting adjourned at 12:05 p.m.

Submitted by:

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Elise Borne, Board Secretary  
Kentucky State University  
Board of Regents

\_\_\_\_\_  
Dr. Gerald Patton, Board Chair  
Kentucky State University  
Board of Regents

\_\_\_\_\_ Approved with no corrections

\_\_\_\_\_ Approved with corrections

**Minutes of the  
May 9, 2022  
Special Called Meeting**



**KENTUCKY STATE UNIVERSITY  
BOARD OF REGENTS  
SPECIAL CALLED MEETING  
Monday, May 9, 2022  
10:00 a.m.**

**\*\*MEETING WAS CONDUCTED IN-PERSON AND BY TELECONFERENCE\*\***

**Board of Regents Room  
2nd Floor Julian M. Carroll Academic Services Building  
Frankfort, Kentucky 40601  
(Primary Physical Location)**

**MINUTES**

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**I. Call to Order**

Chair Patton called the meeting to order at 10:00 a.m.

**II. Roll Call**

Elise Borne, Board Liaison, called the roll:

Regent Michael Adams	Present
Regent Tammi Dukes	Present
Regent Edward Fields	Present
Regent Ernie Fletcher, MD	Present
Regent Edward Hatchett	Present
Regent Jason Moseley	Present
Regent Charles Moyer, Ph.D.	Present
Regent Gerald Patton, Ph.D.	Present
Regent Robert Ramsey	Present
Regent Jason Robinson	Present
Regent Herman Walston, Ed.D.	Present

Eleven Regents were in attendance. Quorum was established.

**III. Adoption of the Agenda**

**MOTION** by Regent Moyer:

Move the Board to adopt the agenda of the May 9, 2022 Special Called Meeting.  
Seconded by Regent Dukes and passed without dissent.

**IV. Ratification of Committee Appointments for 2022-2023**

Regent Patton, pursuant to *The Gold Book: Bylaws of the Kentucky State University Board of Regents*, announced the appointments to chairmanships and memberships of the standing committees. First, for the Audit Committee, Regent Patton announced Regent Dukes as the chairperson, Regent Fletcher as the co-chairperson, and Regent

Adams as a member. Second, for the Finance and Administration Committee, Regent Patton announced Regent Hatchet as the chairperson, Regent Ramsey as the co-chairperson, Regent Moyer as a member, and Regent Dukes as a member. Third, for the Academic Affairs Committee, Regent Patton announced Regent Moyer as the chairperson, Regent Walston as the co-chairperson, and Regent Robinson as a member. Fourth, for the Student Engagement and Campus Life Committee, Regent Patton announced Regent Fields as the chairperson, Regent Adams and the co-chairperson, Regent Mosely as a member, and Regent Robinson as a member.

## V. Board Orientation/Training

Acting President Stamps commenced the orientation process by reviewing Kentucky State University's Mission Statement, Vision Statement, and organizational chart. She then moved to *The Gold Book: Bylaws of the Kentucky State University Board of Regents*, and provided an overview of its contents, emphasizing Article III related to Internal Governance and Article VI related to meetings of the Board. Attorney Lang emphasized that *The Gold Book* was a document critical to the proper functioning of the Board of Regents and that all Regents should know and understand each of its provisions.

Acting President Stamps called attention to the materials associated with the fiduciary duty each Regent had to Kentucky State University. She informed the Regents that CPE had a new board member orientation and training that each new Regent would be required to complete.

Acting President Stamps provided an overview of House Bill 250 and the specific provisions related to the Board of Regents. She informed the Board of immediate steps the Board needed to take in order to be in compliance with House Bill 250.

Attorney Lang provided a comprehensive review of Kentucky State University's Ethical Principles and Code of Conduct. She directed the Board to review two publications, *The Kentucky Open Records and Open Meetings Act: A Guide for Public and Public Agencies* and *Managing Public Records*. She explained that under Kentucky law, Kentucky State University was required to distribute these publications to members of the Board of Regents annually.

Attorney Lang then conducted a comprehensive review of the Kentucky Open Records Act. Attorney Lang described to the Board of Regents what the purpose of the Act was, what items constituted public records, exceptions to the Open Records Act, the need for the designation of a Records Custodian, the process by which requests and procurement were made as well as the conflict resolution process, and the need for inconspicuous posting of an open records policy.

Attorney Lang then provided training on the Open Meetings section of the Kentucky Open Records Act. She reported that the Board of Regents was an entity governed by the Open Meetings section and must adhere to the stipulations related to public meetings. Attorney Lang explained that under the Open Meetings section of the Kentucky Open Records Act, a "public meeting" was any instance where the members of the Board of Regents discussed public business or actions to be taken. Attorney Lang advised the Board of Regents to inspect the materials which they had been provided.

## **VI. Action Items**

### **A. Approval of Quarterly Meeting Dates**

**MOTION** by Regent Fields:

Move the Board to adopt approval of the quarterly meeting dates.

Seconded by Regent Walston.

Motion passed without dissent.

### **B. Approval of Statement of Work with Protiviti**

**MOTION** by Regent Fields:

Move the Board to approve of the contract with Protiviti for accounting services.

Seconded by Regent Adams and passed without dissent.

### **C. Approval to Engage the Services of The Registry Advisory Services**

**MOTION** by Regent Adams:

Move the Board to accept Acting President Stamps' report on utilizing and engaging the services of The Registry for the appointment of the Interim President to be determined by the Board.

Seconded by Regent Hatchett.

### **D. Approval of the Financial Exigency Policy**

Attorney Lang provided the opening remarks by explaining that House Bill 250 charged Kentucky State University with composing a policy to address an exigency the Commonwealth has already declared. Furthermore, with the composed directive, the office of General Counsel has worked with the Counsel for Postsecondary Education and with outside counsel to develop an exigency policy which is before the Board of Regents.

*President Stamps acknowledged that Regent Robinson was present for voting on the record.*

Attorney Lang opened the discussion for questions.

Regent Hatchett expressed concern that the proposed policy placed too much distance between the Board and the financial exigency. Attorney Lang clarified that the financial exigency committee is not operated by the President but was instead selected by the President. Attorney Lang also stated that the policy contained a provision stating that the committee creates metrics of evaluation. President Stamps further clarified that once the roles and responsibilities and the shared governance that exists between the Board of Regents and Kentucky State University have been discerned, it will be clearer to identify why the policy was given its structure. Regent Hatchett stated that the creation of a committee of the Board or making a primary objective of the Executive Committee to govern the exigency responsibility would send a good message to the public about the University's position.

Regent Walston asked how many members would be on the exigency committee. Attorney Lang responded that such an inquiry should be added to the policy. Regent

Walston also commented on the importance of the Provost Office when putting the exigency committee together.

Regent Fields commented on the substantial amount of language in the policy regarding staff reductions and eliminations of programs. He wanted to go on record to say that the University was already operating with “skeleton crews,” and requested that during the evaluation process such staff challenges be considered. Regent Patton observed that it was not the role of the Board to generate policies, but to only approve proposed policies and stressed the urgency associated with the exigency policy process. Acting President Stamps observed that the exigency policy designated the Board to approve any matters that were brought from the policy and also that the Board of Regents had authority over the appeals process related to this policy. Attorney Lang emphasized the reason for this policy namely that it exists to address the declared lack of efficacy in the financial performance of Kentucky State University. Attorney Lang also emphasized the importance of shared governance and ensuring that the process of policy approval was collaborative.

Regent Walston observed that staff members who received tenure before may be eligible for an appeal. Attorney Lang responded by saying that the termination provision of the exigency policy was intended to address rights that were already provided. President Stamps inquired about the staff members who were granted tenure before and whether they were granted tenure by the Board of Regents.

Regent Fletcher requested clarification on the process of how the Board remains within legal compliance of their fiduciary and personnel responsibilities. Attorney Lang responded that the policy was intended to be cognizant state laws that imposed such duties on the Board of Regents. Attorney Lang explained that in exercising the exigency policy, a committee forms the metrics to evaluate the staff and tenured faculty to determine who may potentially be released from employment. Furthermore, the policy provided a section that addressed the appeals process only available to tenured faculty. Regent Fletcher asked a hypothetical question that supposed if the committee recommended a termination of a faculty member, would such a decision return to the Board of Regents for review. Attorney Lang responded that the initial decision of termination would be made by the exigency committee and that the final decision resided with the President.

Regent Patton asked about extensions and whether the final authority of appeals resided with the Board of Regents. Attorney Lang affirmed, but emphasized that the appeals process was only available to tenured faculty. Regent Patton responded by emphasizing the legal importance of complete compliance with both state law and procedures from accrediting agencies.

Regent Moyer spoke in support of recognizing different ways of approaching the financial exigency issue but advocated for approaching the issue from the perspective of long-term program viability. Regent Patton responded by observing that Regent Moyer, as chair of the academic affairs committee, would have the task of reviewing Kentucky State University’s academic programs and that the exigency policy relates more to faculty and staffing. Attorney Lang responded by stating that the University was viewing the exigency process as a tiered one and that different components of the exigency process would be addressed over time.

Regent Hatchett expressed concern about how the proposed policy’s language was not specific. Acting President Stamps responded by observing that there was a difference between a policy, a procedure, and a process and that the current deliberations revolved around the procedural component. Regent Patton asked whether the Board of Regents was mandated for the policy part of the timeline outlined by Acting President Stamps, which Acting President Stamps affirmed.

Regent Patton observed that the implementation of the policy still needed to be determined.

**MOTION** by Regent Dukes:  
Move the Board to approve the financial exigency policy as submitted to the board.  
Seconded by Regent Adams and passed without dissent.

**VII. Closing Remarks**

Chair Patton concluded by thanking Regent Robinson for his service to the Board. He identified two urgent matters pending for the Board of Regents including the procurement of the Interim President and the execution of the financial exigency policy.

**VIII. Adjournment**

**MOTION** by Regent Walston:  
Move the Board to adjourn.  
Seconded by Regent Fields and passed without dissent.

The meeting adjourned at 11:22 a.m.

Submitted by:

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Elise Borne  
Board Secretary  
Kentucky State University  
Board of Regents

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Dr. Gerald Patton  
Board Chair  
Kentucky State University  
Board of Regents

\_\_\_\_\_ Approved with no corrections

\_\_\_\_\_ Approved with corrections

DRAFT

**Minutes of the  
June 3, 2022  
Special Called Meeting**

**KENTUCKY STATE UNIVERSITY BOARD OF REGENTS  
SPECIAL CALLED MEETING  
Friday, June 3, 2022  
10:00 a.m.**

**\*\*MEETING WAS CONDUCTED IN-PERSON AND BY TELECONFERENCE\***

**Board of Regents Room  
2nd Floor Julian M. Carroll Academic Services Building  
Frankfort, Kentucky 40601  
(Primary Physical Location)**

**MINUTES**

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**I. Call to Order**

Chair Patton called the meeting to order at 10:03 a.m.

**II. Roll Call**

Elise Borne, Board Liaison, called the roll:

Regent Michael Adams	Present
Regent Tammi Dukes	Present
Regent Edward Fields	Present
Regent Ernie Fletcher, MD	Present
Regent Edward Hatchett, Esq.	Present
Regent Jason Moseley	Present
Regent Charles Moyer, Ph.D.	Present
Regent Gerald Patton, Ph.D.	Present
Regent Robert Ramsey	Present
Regent Jason Robinson	Absent
Regent Herman Walston, Ed.D.	Present

*Regent Fletcher joined the meeting shortly after Roll Call.*

Ten Regents were in attendance. Quorum was established.

**III. Approval of Agenda**

**MOTION** by Regent Moyer:

Move the Board to adopt the agenda of the June 3, 2022 Special Called Meeting of the Kentucky State University Board of Regents.

Seconded by Regent Hatchett and passed without dissent.

**IV. Board Training by The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)**

Dr. Belle Wheelan, President of The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), began her presentation by thanking the Regents for attending. Dr. Wheelan stated that accreditation is a comprehensive periodic review of an institution. Accreditation occurs every ten years with a review every five



years and was necessary to ensure continuous improvement, public confidence in the institution, and student access to federal financial aid.

Dr. Wheelan reported that SACSCOC was comprised of 77 trustees and the Board elects a 13-member executive council with the other members situated on the remaining committees. She then informed the Board that SACSCOC's principles of accreditation were categorized into 14 sections: Integrity; Mission; Basic Eligibility Standards; Governing Board; Administration and Organization; Faculty; Institutional Planning and Effectiveness; Student Achievement; Education Program Structure and Content; Education Policies, Procedures, and Practices; Library and Learning Information Resources; Academic and Student Support Services, Financial and Physical Resources; and Transparency and Institutional Representation. SACSCOC was initiating the engagement of new principles for boards to define and evaluate their responsibilities and for institutions to provide students with financial literacy skills.

Dr. Wheelan stated that the roles of the Board of Regents in accreditation were to act as a policy-making body; to hire, evaluate, and fire the CEO; and to maintain fiduciary responsibilities. Dr. Wheelan emphasized that it was important for the Board to refrain from acting as a management board over matters of the institution.

## **V. Update on House Bill 250**

Greg Rush, Senior Fellow for the Council on Postsecondary Education, reported that CPE would provide training to the Board in July with regard to the Management and Improvement Plan. He then announced that CPE named Stephanie Mayberry as the liaison between CPE and Kentucky State University. Ms. Mayberry begins on June 16, 2022.

Regent Hatchett asked how CPE plans to certify KSU's financial stability. Mr. Rush replied that CPE was still in the process of defining that process but it would likely involve KSU's bond rating along with other criteria. Regent Hatchett also inquired about the status of enrollment management. Acting President Stamps responded that KSU currently did not have an enrollment management division but staff were currently doing everything they could to ensure that student enrollment was maintained. Travis Powell, General Counsel and Vice President of CPE, stated that KSU's enrollment numbers were down aligning with national trends. He further stated that housing applications were up. Acting President Stamps emphasized that KSU had to turn students down due to lack of housing.

Regent Adams asked at what point the Board would need to be alarmed by student enrollment numbers. Mr. Rush stated that Acting President Stamps and CFO Shields would be giving an update at an upcoming meeting to give the Regents an idea of enrollment numbers.

Regent Fletcher pointed out that some provisions of HB 250 did not allow for many internal controls and asked what changes would be made in this regard. Mr. Rush replied that business policies would be put into place and that the internal auditor and services of Proviti would be significant in the process. He emphasized that KSU and CPE were only six weeks into a three-year process and some of the issues would take time to resolve.

Regent Dukes asked if there would be a new accounting policy. Mr. Rush stated that there were a multitude of problems due to Banner and a lack of training. Some of the accounting issues would be addressed soon but some would require additional external assistance due to limited staff at KSU. Currently, KSU staff does not have time to both perform their job duties and implement controls.

Regent Walston asked if salary guidelines in number two of HB 250 included interim positions. Mr. Rush stated that the guidelines included everyone on payroll.

**VI. Presentation and Update on the KSU Special Examination from the Auditor of Public Accounts (APA)**

Farrah Petter, Assistant State Auditor, and Tiffany Welch, Executive Director of the Office of Special Examinations for APA, presented an update to the Board on the KSU Special Examination. Ms. Petter stated that the Special Examination resulted from HB1 and the purpose was to review the governance and fiscal activity of Kentucky State University from July 1, 2018 through June 30, 2021. To facilitate the Special Examination, The General Assembly appropriated \$200,000 for the cost. KSU can minimize excess billing by providing timely responses.

Ms. Welch stated that APA would stay present with KSU and provide recommendations about internal controls. She reported that that she had been working with Ms. Hannah Hale to coordinate KSU's document production and to schedule interviews. Ms. Welch thanked Ms. Hale for her work.

Ms. Welch explained that upon completion of the examination, a draft report would go to the President and Board Chair. KSU would be provided an opportunity to provide a response and that response would be included in the final report.

Regent Hatchett asked how likely it would be for KSU to be billed for additional charges above the appropriated amount. Ms. Welch stated that with open communications, KSU should be able to stay within its budget.

**VII. Action Items**

**A. Approval of FY 2022-23 Tuition and Fees and Approval of FY 2022-23 Operating Budget.**

After a robust discussion on the proposed tuition and fee structure and the operating budget for fiscal year 2022-23, specifically on the need for clarification on some of the numbers, it was decided to table these items for a future meeting.

**MOTION** by Regent Adams:

Move the Board to table the Approval of FY 2022-23 Tuition and Fees and Approval of FY 2022-23 Operating Budget.

Seconded by Regent Moseley and passed without dissent.

**B. Approval to Request for Disbursement from CPE**

**MOTION** by Regent Walston:

Move the Board to approve the request for disbursement from CPE.

Seconded by Regent Fletcher and passed without dissent.

**C. Approval of Chiller Replacement**

**MOTION** by Regent Adams:

Move the Board to approve the chiller replacement.

Seconded by Regent Fletcher and passed without dissent.

**D. Approval of Back-up Boiler Replacement**

**MOTION** by Regent Hatchett:

Move the Board to approve the back-up boiler replacement.

Seconded by Regent Adams and passed without dissent.

**E. Approval of The Halls - Indoor Air Quality System Installation**

**MOTION** by Regent Hatchett:

Move the Board to approve the back-up boiler replacement.

Seconded by Regent Adams and passed without dissent.

**F. Approval of Mehr Fairbanks & Peterson Trial Lawyers, PLLC Amended Agreement**

**MOTION** by Regent Hatchett:

Move the Board to approve the Mehr Fairbanks & Peterson Trial Lawyers, PLLC Amended Agreement.

Seconded by Regent Dukes and passed without dissent.

**VIII. Discuss and Finalize Contractual Terms with The Registry Services for the Role of Interim President**

Dr. Bryan Carlson and Dr. Richard Green from The Registry were present to take questions from the Board. Regent Moyer inquired about the time frame for the search process. Dr. Carlson stated that they have identified five veteran presidents for the position. He elaborated that veteran presidents were generally more interested in making altruistic contributions.

Regent Adams asked if there would be a performance bonus. Dr. Carlson stated that The Registry's business model was aimed towards creating expectations and the candidates were motivated more towards making a contribution. Regent Adams then asked when the candidates would be introduced. Dr. Carlson stated that they would forward the candidates today and the Board would be able to choose their top three picks to interview. Chair Patton stated that the goal was to make a decision by the end of June. President Stamps clarified that the candidate information would be provided to Chair Patton.

Regent Fletcher commented on the possibility of being flexible in the contract in case the Board received an outstanding candidate who might make a good permanent candidate.

Regent Hatchett asked what qualities The Registry considered in the candidates in

reference to House Bill 250 requirements. Dr. Carlson stated that they looked for experience with turn around success.

Regent Walston asked if Hillcrest would need to be repurposed back into a residence if a housing allowance was not provided. Attorney Lang stated that it would be the equivalent of allowing an independent contractor to stay there.

**IX. Closed Session**

**MOTION** by Regent Fields:

Move the Board to go into Executive Session to discuss pending litigation (KRS 61.810 (1)(c)).

Seconded by Regent Moseley and passed without dissent.

**X. Open Session**

**MOTION** by Regent Hatchett:

Move the Board to return to open session.

Seconded by Regent Dukes and passed without dissent.

**XI. Closing Remarks**

Chair Patton thanked everyone for their participation and noted that the Board had major issues to confront, primarily the selection of the interim president.

**XII. Adjournment**

**MOTION** by Regent Fletcher:

Move the Board to adjourn.

Seconded by Regent Dukes and passed without dissent.

The meeting adjourned at 2:45 p.m.

Submitted by:

\_\_\_\_\_  
Elise Borne, Board Secretary  
Kentucky State University  
Board of Regents

\_\_\_\_\_  
Dr. Gerald Patton, Board Chair  
Kentucky State University  
Board of Regents

\_\_\_\_\_ Approved with no corrections

\_\_\_\_\_ Approved with corrections

DRAFT

**Minutes of the  
June 13, 2022  
Special Called Meeting**

**KENTUCKY STATE UNIVERSITY BOARD OF REGENTS  
SPECIAL CALLED MEETING  
\*\*\* Meeting Was Conducted In-Person and by Teleconference\*\*\*  
Monday, June 13, 2022**

**10:00 a.m.**  
Board of Regents Room  
2<sup>nd</sup> Floor Julian M. Carroll Academic Services Building  
Frankfort, Kentucky 40601  
(Primary Physical Location)

**MINUTES**  
\*\*\*\*\*

**I. Call to Order**

Chair Patton called the meeting to order at 10:00 a.m.

**II. Roll Call**

Elise Borne, Board Liaison, called the roll:

Regent Michael Adams	Present
Regent Tammi Dukes	Present
Regent Edward Fields	Present
Regent Ernie Fletcher, MD	Present
Regent Edward Hatchett, Esq.	Present
Regent Jason Moseley	Present
Regent Charles Moyer, Ph.D.	Present
Regent Gerald Patton, Ph.D.	Present
Regent Robert Ramsey	Present
Regent Jason Robinson	Present
Regent Herman Walston, Ed.D.	Present

*Regent Hatchett joined the meeting shortly after Roll Call.*

Eleven Regents were in attendance. Quorum was established.

**III. Approval of Agenda**

**MOTION** by Regent Fields:

Move the Board to adopt the agenda of the June 13, 2022 Special Called Meeting of the Kentucky State University Board of Regents.

Seconded by Regent Dukes and passed without dissent.

**IV. Ratification of Institutional Advancement Committee Appointments for 2022-2023**

Regent Patton, pursuant to *The Gold Book: Bylaws of the Kentucky State University Board of Regents*, announced the chair and member appointments to the Institutional Advancement Committee. The Chair of the Institutional Advancement Committee is Regent Moseley and Regent Fletcher and Regent Adams are members. Additionally,

Mr. Michael Decourcy was appointed as the staff representative and Dr. Rozina Johnson was appointed as the faculty representative.

**V. Closed Session**

**MOTION** by Regent Walston:

Move the Board to go into Executive Session to discuss individual personnel matters pursuant to KRS 61.810(1)(f) for the purpose of selecting candidates to interview for Interim President.

Seconded by Regent Fields and passed without dissent.

**VI. Open Session**

**MOTION** by Regent Dukes:

Move the Board to return to open session.

Seconded by Regent Fletcher and passed without dissent.

**VII. Public Action**

**MOTION** by Regent Adams:

Move the Board to direct the Office of Human Resources to schedule candidate interviews for the position of Interim President.

Seconded by Regent Fields and passed without dissent.

**VIII. Closing Remarks**

Chair Patton stated that after confirmation and notification, the Board of Regents would release the names of the candidates for the Interim President position through the Office of Brand Identity and that such information would be posted to the University website within 48 hours.

**IX. Adjournment**

**MOTION** by Regent Fields:

Move the Board to adjourn.

Seconded by Regent Moseley and passed without dissent.

The meeting adjourned at 11:55 a.m.

Submitted by:

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Elise Borne, Board Secretary  
Kentucky State University  
Board of Regents

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Dr. Gerald Patton, Board Chair  
Kentucky State University  
Board of Regents

\_\_\_\_\_ Approved with no corrections

\_\_\_\_\_ Approved with corrections



**Minutes of the  
June 27, 2022  
Special Called Meeting**

**KENTUCKY STATE UNIVERSITY BOARD OF REGENTS  
SPECIAL CALLED MEETING**

**\*\*\* Meeting Was Conducted by Teleconference\*\*\***

**Monday, June 27, 2022 at 10:00 a.m.**

Board of Regents Room  
2<sup>nd</sup> Floor Julian M. Carroll Academic Services Building  
Frankfort, Kentucky 40601  
(Primary Physical Location)

**MINUTES**

\*\*\*\*\*

**I. Call to Order**

Chair Patton called the meeting to order at 10:00 a.m.

**II. Roll Call**

Elise Borne, Board Liaison, called the roll:

Regent Michael Adams	Present
Regent Tammi Dukes	Present
Regent Edward Fields	Present
Regent Ernie Fletcher, MD	Present
Regent Edward Hatchett, Esq.	Present
Regent Jason Moseley	Present
Regent Charles Moyer, Ph.D.	Present
Regent Gerald Patton, Ph.D.	Present
Regent Robert Ramsey	Present
Regent Jason Robinson	Present*
Regent Herman Walston, Ed.D.	Present

*\*Regent Robinson was not present for voting on matters before Closed Session.*

Eleven Regents were in attendance. Quorum was established.

**III. Approval of Agenda**

**MOTION** by Regent Fields:

Move the Board to adopt the agenda of the June 27, 2022 Special Called Meeting of the Kentucky State University Board of Regents.

Seconded by Regent Fletcher and passed without dissent.

**IV. Action Items**

**A. Approval of Church Mutual Commercial Auto Insurance Renewal**

**MOTION** by Regent Fields:

Move the Board to approve the Church Mutual Commercial Auto Insurance Renewal.

Seconded by Regent Adams and passed without dissent.

**B. Approval of KEMI Worker’s Compensation Insurance Renewal**

**MOTION** by Regent Adams:

Move the Board to approve the KEMI Worker’s Compensation Insurance Renewal. Seconded by Regent Dukes and passed without dissent.

**C. Approval of United Educators General Liability and Umbrella/Excess Liability Insurance Renewal**

**MOTION** by Regent Moyer:

Move the Board to approve the United Educators General Liability and Umbrella/Excess Liability Insurance Renewal. Seconded by Regent Moseley and passed without dissent.

**D. Approval of RSUI Directors and Officers, Employment Practice, and Educators Legal Liability Insurance**

**MOTION** by Regent Fields:

Move the Board to approve the RSUI Directors and Officers, Employment Practice, and Educators Legal Liability Insurance. Seconded by Regent Adams and passed without dissent

**E. Approval of FY 2022-2023 Operating E&G (unrestricted) Budget**

Dr. Gerald Shields, Vice President of Finance and Administration/CFO, gave a robust presentation on the Fiscal Year 22-23 operating E&G budget proposal.

CFO Shields stated that the unit alignments were based on current year operations and were subject to change. He further stated that he reviewed the cash position each week with Acting President Stamps.

CFO Shields reported that to show true cash availability, he removed student accounts receivable as that was simply funds on paper, not funds on hand. He also stated that there would be an increase in auxiliary services after the summer sessions.

CFO Shields emphasized that drastic staff shortages in Finance and Administration have severely impacted this area. Finance and Administration was meeting with the auditor on a continual basis but the staff gaps made the audit process challenging.

Regent Hatchett inquired about the placement of the \$23 million loan in the budget. CFO Shields stated the loan was not included in this report but would be included on the balance sheet provided at the next meeting. Regent Hatchett stated that auditors in the USDE discovered duplicate CARES funds distributions to HBCU’s and asked if KSU received duplicate funds. CFO Shields stated that no duplicate funds were received by KSU as far as he knew but that he would double check to make sure that nothing changed.

Regent Adams requested a breakdown of the Board of Regents budget line and Regent Moyer inquired about the budget and staff for Career Services. CFO Shields stated that he would get information on both items and follow up with the Board.

Regent Fletcher expressed concern about the units that went over their allotted budget and asked CFO Shields if there was an approval process for units that exceeded their budgets. CFO Shields stated that he had not been able to work on this yet but was looking at realigning this process.

Regent Walston asked if the salary information presented in the budget included positions not vetted by the Board. CFO Shields stated that it did.

Regent Adams inquired if the tuition in the budget included the projected two percent increase and CFO Shields affirmed that it was included. Regent Adams also asked about asset preservation and where the source of revenue for the dorms was included. CFO Shields stated that dorm revenue was located in auxiliary services.

Regent Moyer asked how enrollment was tracked in the budget. CFO Shields stated that due to last minute enrollments, staff was still working on this and would provide these numbers to the Board.

Chair Patton inquired about the allocation of land grant salaries between land grant and academic affairs. CFO Shields responded that land grant funds are restricted and included on the income statement. Chair Patton also expressed his concern about staff shortages and requested a routine appraisal of the situation. CFO Shields stated that since the University was working with a very tight budget, they were being careful with new hires.

Regent Fletcher asked if there was a benchmark budget for comparable institutions so the Board could see how KSU's budget compared to other institutions. CFO Shields replied that he would research this matter and provide additional information.

Regent Moseley expressed concern about making career services a priority. CFO Shields responded that KSU had not received the quality applicants needed to fill the positions. Regent Moseley also asked if KSU would be hiring athletic trainers for the upcoming sports seasons. Attorney Lisa Lang, General Counsel, replied that an RFP for athletic trainers would be on the July 15<sup>th</sup> agenda.

Regent Adams inquired about the location of athletics in the budget. CFO Shields stated that athletics was in the student services line item. Regent Adams then asked for a breakdown of that line item and CFO Shields stated that he would provide it.

Regent Hatchett stated that the Board was taking the first and most important step by voting on the budget but that the Finance and Administration Committee would work with the incoming President to amend the budget.

**MOTION** by Regent Walston:

Move the Board to approve the Fiscal year 2022-2023 Operating E&G Budget.

Seconded by Regent Fields and passed without dissent

**F. Approval of FY 2022-2023 Tuition & Fees and Rescind Thorobred Promise Tuition Program**

**MOTION** by Regent Adams:

Move the Board to approve the FY 2022-2023 Tuition & Fees and Rescind Thorobred Promise Tuition Program.

Seconded by Regent Hatchett and passed without dissent

**V. Closed Session**

**MOTION** by Regent Walston:

Move the Board to go into Executive Session pursuant to KRS 61.810(1)(f) for the purpose of conducting finalist interviews for the position of Interim President.

Seconded by Regent Dukes and passed without dissent.

**VI. Public Action**

Following closed session, Ms. Borne conducted a roll call vote for the purpose of selecting an Interim President.

Regent Michael Adams	Dr. James Anderson
Regent Tammi Dukes	Dr. Ronald Johnson
Regent Edward Fields	Dr. Ronald Johnson
Regent Ernie Fletcher, MD	Dr. Ronald Johnson
Regent Edward Hatchett, Esq.	Dr. Ronald Johnson
Regent Jason Moseley	Dr. James Anderson
Regent Charles Moyer, Ph.D.	Dr. Ronald Johnson
Regent Gerald Patton, Ph.D.	Dr. Ronald Johnson
Regent Robert Ramsey	Dr. James Anderson
Regent Jason Robinson	Dr. James Anderson
Regent Herman Walston, Ed.D.	Dr. James Anderson

Dr. Ronald Johnson received six votes and Dr. James Anderson received five votes.

Chair Patton announced that the Board would take a brief recess to contact Dr. Johnson and offer him the position. Following the recess, Chair Patton announced that Dr. Johnson accepted the offer and a motion was made for his appointment.

**MOTION** by Regent Walston:

Move the Board to appoint Dr. Ronald Johnson the Interim President of Kentucky State University.

Seconded by Regent Dukes and passed without dissent.

**VII. Closing Remarks**

Chair Patton stated that biographical information about Dr. Ronald Johnson would be released to the campus community. He also expressed his gratitude to Dr. Clara Ross Stamps for serving as Acting President.

**VIII. Adjournment**

**MOTION** by Regent Dukes:  
Move the Board to adjourn.  
Seconded by Regent Fields and passed without dissent.

Submitted by:

---

Elise Borne  
Board Secretary  
Kentucky State University  
Board of Regents

---

Dr. Gerald Patton  
Board Chair  
Kentucky State University  
Board of Regents

\_\_\_\_\_ Approved with no corrections

\_\_\_\_\_ Approved with corrections

DRAFT



## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

### ACTION ITEM 9F

**ACTION ITEM:**

Approval of Renovation - Jackson Hall.

**FACTS:**

Kentucky State University (KSU) applied for and received a grant from the Historically Black Colleges and Universities (HBCU) Preservation program established by the National Park Service to renovate Jackson Hall with a project scope of \$494,850.00. This project will be managed by the State Finance Cabinet in collaboration with KSU staff.

**BUDGETARY IMPLICATIONS:**

Vendors are to be determined by the Finance and Administration Cabinet, Division of Engineering and Contract Administration, based on state procurement laws. The total cost of the project is \$494,850.00 in grant funds.

**RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the Jackson Hall Renovation Project agreement.

**MOTION:**

Approve the Jackson Hall Renovation Project agreement.



**P21AS00241**  
**FY2020 Historic Preservation Fund - Historically Black Colleges and Universities Grants**  
 Department of the Interior  
 National Park Service

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SYNOPSIS

VERSION HISTORY

RELATED DOCUMENTS

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**General Information**

<b>Document Type:</b> Grants Notice	<b>Version:</b> Synopsis 2
<b>Funding Opportunity Number:</b> P21AS00241	<b>Posted Date:</b> Jan 26, 2021
<b>Funding Opportunity Title:</b> FY2020 Historic Preservation Fund - Historically Black Colleges and Universities Grants	<b>Last Updated Date:</b> Jan 26, 2021
<b>Opportunity Category:</b> Discretionary	<b>Original Closing Date for Applications:</b> Mar 31, 2021 Electronically submitted applications must be submitted no later than 11:59&nbsp;PM, ET, on the listed application due date.
<b>Opportunity Category Explanation:</b>	<b>Current Closing Date for Applications:</b> Mar 31, 2021 Electronically submitted applications must be submitted no later than 11:59&nbsp;PM, ET, on the listed application due date.
<b>Funding Instrument Type:</b> Grant	<b>Archive Date:</b> Sep 30, 2021
<b>Category of Funding Activity:</b> Other (see text field entitled "Explanation of Other Category of Funding Activity" for clarification)	<b>Estimated Total Program Funding:</b> \$10,000,000
<b>Category Explanation:</b> Historic Preservation	<b>Award Ceiling:</b> \$500,000
<b>Expected Number of Awards:</b>	<b>Award Floor:</b> \$50,000
<b>CFDA Number(s):</b> 15.932 -- Preservation of Historic Structures on the Campuses of Historically Black Colleges and Universities (HBCUs).	
<b>Cost Sharing or Matching Requirement:</b> No	

**Eligibility**

**Eligible Applicants:** Public and State controlled institutions of higher education  
 Private institutions of higher education

**Additional Information on Eligibility:** All accredited HBCU institutions. <https://nces.ed.gov/COLLEGENAVIGATOR/?s=all&#38;sp=4&#38;pg=1> Buildings or structures already listed in the National Register of Historic Places as of the published deadline for submitting grant applications are eligible for a grant award. They may be individually listed or as contributing to at National Register Historic District, or listed as National Historic Landmarks.

**Additional Information**

**Agency Name:** National Park Service

**Description:** In 1988, the National Park Service established the Historically Black Colleges and Universities (HBCU) Preservation grant program to document, preserve, and stabilize structures on HBCU campuses. The HBCU grant program exists to repair historic structures on campuses of Historically Black Colleges and Universities that are listed in the National Register of Historic Places either individually or as contributing to a National Register or National Historic Landmark historic district. Projects must meet major program selection criteria and all work must meet the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation.



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## VIEW GRANT OPPORTUNITY

**Addenda  
to  
Grant Agreement  
[P#]**

**1. Addendum to Approved Budget**

The approved budget to complete the work under this grant is further defined as follows:

Budget Item	Federal Admin	Federal Program	Recipient Share Admin	Recipient Share Program	Total
<i>Personnel</i>					\$ -
<i>Fringe Benefits</i>					\$ -
<i>Travel</i>					\$ -
<i>Supplies</i>					\$ -
<i>Equipment</i>					\$ -
<i>Contractual</i>		\$ 42,500.00			\$ 42,500.00
<i>Construction</i>		\$ 444,350.00			\$ 444,350.00
<i>Other</i>	\$ 3,500.00	\$ 4,500.00			\$ 8,000.00
<i>Indirect Costs</i>					\$ -
<b>Total</b>	<b>\$ 3,500.00</b>	<b>\$ 491,350.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 494,850.00</b>

**2. Addendum to Article VI - Statement of Work**

The Statement of Work is further defined to include:

1. Preservation and repair of the Jackson Hall at 108 Jackson Drive, Frankfort, KY, per the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, to include:
  - i. Stabilize and reconstruct the brick crenellations at top of the exterior parapet walls.
  - ii. Tuckpoint turret crenellations and replace existing weather caps
  - iii. Repair tower roof leak(s) and replace damaged interior ceiling
  - iv. Repair/replace concrete steps leading into primary entrance.
  - v. Repair & repaint primary entrance doors, windows, and frames
  - vi. Install exterior perimeter security system and electronic access system as all exterior doors.
  - vii. Install new ADA accessible elevator
  - viii. Reconstruct restrooms to provide ADA compliance/accessibility
  - ix. Architectural/Consultant service\*

\*Requires approval by NPS ATR prior to hire

**3. Addendum to Article XV – Reports, Outcomes, & Deliverables**

The Reports, Outcomes, and Deliverables are further defined to include:

1. Draft documents to be submitted digitally and reviewed as related to the Statement of Work:

- i. Draft documents including text, layout, etc., for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee, by name or title (see Department of the Interior Standard Terms and Conditions)
- ii. Draft press release posted upon receipt of the grant funding (see Requirement for Project Sign & Public Notification)
- iii. Selected consultant qualifications (prior to signing contract)
- iv. NEPA Environmental Screening Worksheet (see Requirement for NEPA Compliance)  
[https://www.nps.gov/preservation-grants/civil-rights/NEPA-Environmental-Screening-Worksheet\\_Project\\_Grants.docx](https://www.nps.gov/preservation-grants/civil-rights/NEPA-Environmental-Screening-Worksheet_Project_Grants.docx)
- v. Draft architectural and engineering plans and specifications will each be provided at 50% completion
- vi. Draft architectural and engineering plans and specifications will each be provided at 100% completion
- vii. Draft project sign (see Requirement for Project Sign & Public Notification)
- viii. Draft preservation easement/covenant (see Easement/Covenant Requirement)

2. The Final Report must be submitted digitally and include:

- i. Complete and attach the SF-428B *Tangible Personal Property Report Final Report* or SF-428C, *Tangible Personal Property Disposition Request/Report*, if applicable
- ii. Final project deliverables:
  1. Before and after images of the project
  2. Copy of the executed covenant or easement
  3. Photo of the installed required project sign
  4. Publications or products (workshops, handouts, pamphlets, videotapes, etc.) produced using this grant (one digital copy), if applicable

1. DATE ISSUED MM/DD/YYYY 1a. SUPERSEDES AWARD NOTICE dated  
 09/19/2021 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.  
 15.932 - Preservation of Historic Structures on the Campuses of Historically Black Colleges and Universities (HBCUs).

3. ASSISTANCE TYPE Project Grant

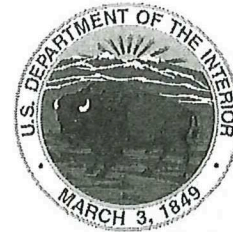
4. GRANT NO. P21AP11946-00 5. TYPE OF AWARD Other  
 Originating MCA #

4a. FAIN P21AP11946 5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY MM/DD/YYYY  
 From 09/01/2021 Through 09/30/2024

7. BUDGET PERIOD MM/DD/YYYY MM/DD/YYYY  
 From 09/01/2021 Through 09/30/2024

**NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)  
 54 USC §301 et seq National Historic Preservation Act

8. TITLE OF PROJECT (OR PROGRAM)  
 2020 HPF HBCU – KENTUCKY STATE UNIVERSITY, Renovation to Jackson Hall

9a. GRANTEE NAME AND ADDRESS  
 KENTUCKY STATE UNIVERSITY  
 400 E Main St  
 Frankfort, KY 40601-2334

9b. GRANTEE PROJECT DIRECTOR  
 Dr. Beverly Schneller  
 400 East Main  
 Finance and Administration  
 Frankfort, KY 40601-2334  
 Phone: 5026976558

10a. GRANTEE AUTHORIZING OFFICIAL  
 Dr. Beverly Schneller  
 400 East Main  
 Finance and Administration  
 Frankfort, KY 40601-2334

10b. FEDERAL PROJECT OFFICER  
 Ms. Jessica Kelly  
 Main Interior Building National Park Service  
 1849 C Street NW  
 Washington, DC 20240-1000  
 Phone: 2023542072

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only	I	a. Amount of Federal Financial Assistance (from Item 11m)	\$ 494,850.00
II Total project costs including grant funds and all other financial participation	II	b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
b. Fringe Benefits	0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 494,850.00
c. Total Personnel Costs	0.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 494,850.00
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	0.00	a. 2	\$
g. Construction	444,350.00	b. 3	\$
h. Other	8,000.00	c. 4	\$
i. Contractual	42,500.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 494,850.00	e. 6	\$
k. INDIRECT COSTS	\$ 0.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 494,850.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 494,850.00	a. DEDUCTION	
n. Non-Federal Share	\$ 0.00	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached -  Yes  No)

GRANTS MANAGEMENT OFFICIAL:

Megan Brown, Chief - State, Tribal, Local, Plans & Grants  
 1849 C Street NW  
 7360  
 Washington, DC 20240-1000  
 Phone: 202 354 2062

17. VENDOR CODE	0071305021		18. DUNS	071317788		19. CONG. DIST.	06
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051012422-00010	\$494,850.00	09/01/2021	09/30/2024	5140	FY21 HPF HBCU KY Renovation to Jackson	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 26	DATE ISSUED 09/19/2021
GRANT NO. P21AP11946-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/01/2021	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Final	01/28/2025

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
09/01/2021	09/30/2021	Annual	12/29/2021
10/01/2021	09/30/2022	Annual	12/29/2022
10/01/2022	09/30/2023	Annual	12/29/2023
10/01/2023	09/30/2024	Final	01/28/2025

**REMARKS**

- Grant Agreement  
between  
the United States Department of the Interior  
National Park Service  
and  
the Above-Named Recipient

**Articles**

- Department of the Interior Standard Terms and Conditions

Recipients must also adhere the Department of Interior Standard Terms and Conditions located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

- Legal Authority

NPS enters into this Agreement pursuant to:

- National Historic Preservation Act (NHPA), 54 USC 300101 *et seq.*
- Historic Preservation Fund Grants Manual, 2007 and subsequent memos and guidance
- Further Consolidated Appropriations Act of 2020, P.L. 116-94

- Performance Goals and Project Objectives

In 1988, the National Park Service established the Historically Black Colleges and Universities (HBCU) Preservation grant program to document, preserve, and stabilize structures on HBCU campuses. The objective of the program is to repair historic structures on campuses of Historically Black Colleges and Universities that are listed in the National Register of Historic Places either individually or as contributing to a National Register historic district. All work must meet the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*.



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 9G

### **ACTION ITEM:**

Approval of Contract - ADP Renewal.

### **FACTS:**

Kentucky State University first entered into a two-year agreement with ADP to provide the University comprehensive payroll services on March 8, 2018. The University extended that two-year agreement for another two years in August 2020. The University is now seeking to extend the contract through January 2024.

### **BUDGETARY IMPLICATIONS:**

The total annual cost of the contract is \$254,023.84. The University has included the cost of these services in the 2022 – 2023 budget.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the renewal of Kentucky State University's contract with ADP through January 2024.

### **MOTION:**

Approve the renewal of Kentucky State University's contract with ADP through January 2024.

**ADDENDUM**  
to  
**ADP COMPREHENSIVE SERVICES - MASTER SERVICES AGREEMENT**  
between  
**ADP, INC.**  
and  
**KENTUCKY STATE UNIVERSITY**

This Addendum is made and effective as of the date of the last signature hereto (the "**Addendum Effective Date**") by and between ADP, Inc. (formerly ADP, LLC) ("**ADP**") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and Kentucky State University with a principal place of business at 400 E Main St., Frankfort, KY 40601 ("**Client**"), and contains changes, modifications, revisions and additions to the ADP Comprehensive Services - Master Services Agreement, effective as of March 6, 2018, as amended, by and between ADP and Client (the "**Agreement**").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. **New Term.** Notwithstanding any current term as set forth in the Agreement, ADP and Client hereby understand and agree that (i) a new term governing the new Services set forth below and any Services (as defined in the Agreement) Client currently receives shall begin as of August 26, 2022 and shall expire on January 25, 2024 (the "**New Term**") and (ii) the Buy Out Fee (as defined in the Agreement) shall apply to any termination during the New Term. Upon expiration of the New Term, the Agreement will automatically renew for additional Renewal Terms unless terminated by either party upon at least ninety (90) days' prior written notice to the other party prior to the end of such Term.

2. Section 7.3 (**Matters not Subject to Either Cap**) of Annex A of the Agreement is hereby amended by adding the following as a new subsection 7.3.9:

**7.3.9** Client's biometrics indemnity set forth in Section 3.5.10 of Annex D of this Agreement."

3. Section 3.5 (**Biometrics**) of Annex D (**Comprehensive Payroll - Additional Terms and Statement of Services**) of the Agreement is hereby amended by adding the following as a new subsection 3.5.10:

**3.5.10 Biometrics Indemnity.** Subject to Sections 6.3 and 7 of Annex A, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services."

All other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum prevails. The terms defined in the Agreement and used in this Addendum have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum. This Addendum may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Addendum and the Agreement.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the last date below.

**ADP, INC.**

**KENTUCKY STATE UNIVERSITY**

\_\_\_\_\_  
[ADP Signature]

\_\_\_\_\_  
[Client Signature]

\_\_\_\_\_  
[ADP Name]

\_\_\_\_\_  
[Client Name]

\_\_\_\_\_  
[ADP Title]

\_\_\_\_\_  
[Client Title]

\_\_\_\_\_  
[ADP Date]

\_\_\_\_\_  
[Client Date]



<b>COMPREHENSIVE SERVICES- Current Pricing</b>									
<b>Client Name:Kentucky State University</b>									
	<b>Product</b>	<b>Feature</b>	<b>Unit</b>	<b>Min.</b>	<b>Base</b>	<b>Rate</b>	<b>Feature Cost</b>	<b>Billing Cycle</b>	<b>Annual Cost</b>
	<b>Monthly Fee</b>				\$214.50		\$214.50	12	\$2,574.00
	<b>Comprehensive Payroll with essential time</b>								
		Pe EE Per Month-1-99	99	\$2,077.30		\$39.34	3894.66	12	\$46,735.92
		Per EE Per Month-100-249	150	\$2,077.30		\$33.29	4933.56	12	\$59,922.72
		Per EE Per Month-250-499	250	\$2,077.30		\$26.48	6620.25	12	\$79,443.00
		Per EE Per Month-500-999	190	\$2,077.30		\$22.70	4313		\$51,756.00
		Per EE Per Month-1000-3499	0	\$2,077.30		\$20.43			
		Per EE Per Month-3500+	0	\$2,077.30		\$18.92			
	<b>Nonpaid Employee</b>								
	<b>Document Cloud</b>		690			\$0.76		12	\$524.40
<b>Total</b>									<b>\$240,956.04</b>
<b>Time and Attendance</b>									
	<b>In Touch Terminal, Barcode Reader</b>		6		117.45		704.7	12	\$8,456.40
	<b>InTouch Quickpunch</b>		6		16.2		97.2	12	\$1,166.40
									<b>\$9,622.80</b>
<b>W-2's</b>	<b>Y/E Info,Tax Reporting,W-2'S</b>		689			\$5.00		1	\$3,445
<b>Grand Total</b>									<b>\$254,023.84</b>



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 9H

### **ACTION ITEM:**

Approval of Contract (Statement of Work) - Protiviti (Accounting Project Manager).

### **FACTS:**

With approval of this contract (statement of work), Protiviti Government Services, Inc. ("Protiviti") shall provide an Accounting Manager who shall report directly and exclusively to Vice President and Chief Financial Officer, Dr. Gerald Shields who shall be solely responsible for reviewing and approving any and all work performed. The Account Manager will provide services that shall commence on July 15, 2022 and shall continue through September 30, 2022.

Kentucky State University negotiated the proposed agreed upon Statement of Work in accordance with KRS 164.A.575(2) with Protiviti, a vendor who maintains a General Services Administration price agreement with the United States of America.

### **BUDGETARY IMPLICATIONS:**

Protiviti shall invoice Kentucky State University on a monthly basis for actual hours worked at an hourly rate not to exceed the rate contained in the contract between General Services Administration and Protiviti. Any out of pocket expense will be billed upon the actual amounts incurred. The total cost of this specific scope of work shall not exceed \$75,000.00.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the Statement of Work with Protiviti for an Accounting Project Manager.

### **MOTION:**

Approve the Statement of Work with Protiviti for an Accounting Project Manager.

## STATEMENT OF WORK

This is a Statement of Work dated June 24, 2022, by and between Kentucky State University (“**Client**” or “**KYSU**”) and Protiviti Government Services, Inc. (“**ProGov**” or “**Protiviti**”). As agreed herein, this SOW incorporates the terms and conditions of ProGov’s U.S. General Services Administration (“GSA”) Schedule number GS-35F-0280X (the “GSA Schedule”).

1. Engagement Team Leaders and Project Staffing:

- a) Engagement Managing Director – Zachary Unger
- b) Engagement Associate Director – Emmily Hu
- c) Robert Half Resource – Sandy Adams

Protiviti will work to staff the engagement based on Client’s resource requirements and specific personnel requests.

Upon establishing and confirming the project schedule and specific requirements of Protiviti resources with **Gerald D. Shields, Ph. D.**, Vice President of Finance and Administration/CFO, Client’s project sponsor, Protiviti will require at least two weeks’ notice prior to the effective date of any modification to the Protiviti personnel schedules.

2. Client’s Project Manager and Additional Client Contacts:

- a) Gerald D. Shields, Ph. D., Vice President of Finance and Administration/CFO

3. Name of Project: Finance and Accounting Support

4. Project Description:

Protiviti shall provide to Client the Personnel based on Client’s resource requirements and specific personnel requests (“**Personnel**”). Client shall provide day-to-day supervision, oversight and direction of the Personnel. Personnel shall provide the following Services: Finance and Accounting Support. The parties may increase, reduce or change Personnel and/or Services by mutual written agreement.

Personnel shall report directly and exclusively to Client, and Client shall be solely responsible for reviewing and approving any and all work performed by Personnel. Personnel shall observe Client’s reasonable policies regarding working conditions and business hours, to the extent such policies are made known to Personnel; provided that Protiviti’s sole responsibility for the refusal of any Personnel to observe such policies shall be to furnish Client with replacement Personnel who agree to observe such policies.

Personnel will provide Services commencing on June 28, 2022 and will provide the Services until approximately September 30, 2022. If, for any reason, any Personnel is unable to complete the service period, or if his (her) performance does not meet Client’s expectations, Protiviti will endeavor to provide a suitable replacement, subject to Client’s approval. If Protiviti is unable to identify a replacement acceptable to Client, this Agreement will be deemed to have automatically ended with respect to that individual, except that Client shall remain liable to Protiviti for Services of such Personnel prior to his/her termination.

Job Limitations

Client shall not permit or require Personnel (i) to sign contracts or statements, (ii) to make any final decisions regarding system design, software development or the acquisition of hardware or software, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise

convey cash, securities, checks, or any negotiable instruments or valuables, or (v) to operate machinery (other than office machines) or automotive equipment.

Since Protiviti is not a professional accounting firm, Client agrees that it will not permit or require Personnel (a) to render an opinion on behalf of Protiviti or on Client's behalf regarding financial statements, (b) to sign the name of Protiviti on any document or (c) to sign their own names on financial statements or tax returns. Client agrees that it will provide safe working conditions.

Client shall establish and maintain controls to identify, detect and address actual or suspected fraud or misrepresentation related to any Client activity.

Protiviti shall not be liable or obligated to perform Services in excess of the maximum amount detailed in Section 8 – "Fees", below.

#### Reference Checks

Protiviti checks references for Personnel only by asking specific questions to select past employers with regard to skills and work history before placing Personnel on his or her first assignment. Protiviti does not engage in any verification process other than these reference checks (e.g., Protiviti does not screen for drug use, administer a medical exam or conduct a criminal background or credit check.), unless specifically requested by Client and agreed to by Protiviti in writing.

5. Start Date: June 28, 2022
6. Estimated End Date: Approximately September 30, 2022
7. Special Conditions:
  - a) Responsibility for Internal Controls. Client is solely responsible for establishing and maintaining its own effective internal control system, record keeping, management decision-making and other management functions. Client shall be fully and solely responsible for (i) applying independent business judgment with respect to the Services and the Deliverables, (ii) making any implementation decision related thereto, and (iii) determining further courses of action with respect to any matters addressed in any Deliverable or Service.
  - b) Responsibility for Information. Protiviti shall be entitled to rely on all information provide by, and the decisions and approvals of, Client in connection with Protiviti's work hereunder. Client hereby releases Protiviti and its personnel from any liability and costs relating to the provided, or decisions or approvals made, by Client personnel that were not complete, accurate or current.
  - c) No Third-Party Beneficiaries. This Agreement has been entered into solely between Client and Protiviti, and no third-party beneficiaries are created hereby.
  - d) Limitation of Liability. Notwithstanding anything to the contrary on this Agreement, Client and Protiviti agree that, regardless of the legal theory asserted (including, but not limited to, breach of contract, warranty, negligence or tort): (i) Protiviti's entire liability to Client or any person asserting claims on behalf of or in the name of Client will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, the total amount of fees paid to Protiviti under the Statement of Work that is the subject of the claim, provided that this subsection (i) shall not apply to Protiviti's indemnification obligations under this Agreement; and (ii) neither party shall be liable to the other party or any person asserting claims on behalf of or in the name of the other party for consequential, indirect, incidental, punitive or special damages of any mature suffered by Client or Protiviti (including, but not limited to, lost profits or business opportunity costs), even if the parties have been advised of the possibility of such damages, provided that this subsection (ii) shall not apply to any indemnification obligation under the Agreement.

- e) Engagement Team Restrictions. If for any reason any of the employees or subcontractors designated in the applicable Statement of Work is not able to complete this engagement, Protiviti will provide employees or subcontractors with similar qualifications and experience to complete the assignment. For a period commencing as of the date of this Agreement and ending one (1) year from the date that a Protiviti employee or subcontractor personnel stops providing Services to Client under this Agreement, neither Client nor any of its affiliates shall hire or solicit such individual. If Client hires or solicits any such Protiviti employee within the proscribed time period above, Client shall pay Protiviti a fee equal to 35% of the annual salary of such individual as a conversion fee.
- f) Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROTIVITI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- g) Non-CPA Status. Client understands that Protiviti is not a public accounting firm and does not issue opinions on financial statements or offer any attestation services.
- h) Regulatory Compliance. Client acknowledges and agrees that it is responsible for its own legal representation and guidance related to the Services or Deliverable, and that it will consult its own legal resources before acting upon any Services or Deliverables. Client further acknowledges and agrees that Protiviti is not a law firm and is not providing legal advice or analysis and that Protiviti has not engaged legal counsel with respect to the Services or Deliverables.
- i) Distribution of Deliverables. Deliverables or other documents or materials that are provided by Protiviti that are Protiviti-branded or marked as being authored by Protiviti, or Deliverables or other documents or materials that, based on the circumstances, context or any related communications, would lead a reasonable reader to understand that Protiviti produced, authored or contributed to such Deliverables, documents or materials (collectively, "Branded Deliverables") are for the use and benefit of Client only and not for any other party (each a "Third Party"), including, but not limited to, Client's affiliates, shareholders, business partners, contractors or advisors. If client desires to disclose Branded Deliverables, or make reference to Protiviti, to any Third Party (other than Client's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), Client will obtain Protiviti's prior written approval and, if requested by Protiviti, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to Protiviti. Protiviti accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any Deliverables, including, but not limited to, Branded Deliverables. Notwithstanding the foregoing, Client may disclose and distribute Deliverables if, and solely to the extent that, disclosure is required by the applicable public records act and Client receives a request for such disclosure; provided, that Client provides Protiviti with prior written notice of such intended disclosure in sufficient time to allow Protiviti to seek confidential treatment of such information.
- j) Proprietary Rights in Deliverables and Data. Subject to the terms of this Agreement, included Section 7(i) (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti agrees that Client shall own the copyright in the Deliverables, excluding any Protiviti Proprietary Materials (as defined below) and any third-party software that is incorporated into the Deliverables. Client acknowledges that as part of performing Services, Protiviti may utilize proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) which have been originated or developed by Protiviti, or which have been purchased by, or licensed to, Protiviti (collectively, "Protiviti Proprietary Materials"). Client agrees that Protiviti retains

all right, title, and interest in the Protiviti Proprietary Material. Subject to the terms of this Agreement, including Section 7(i) (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti grants and Client accepts a nonexclusive, nontransferable license to use the Protiviti Proprietary Materials solely to the extent necessary to make use of the Deliverables as contemplated by the applicable Statement of Work.

8. Fees:

Protiviti will issue invoices on at least a monthly basis for actual hours and expenses incurred. All invoices are due upon receipt. Should any invoice remain unpaid for more than (30) days after the due date or date of invoice, as applicable, interest shall be paid at a rate equal to the lower of one and one-half (1.5%) per month or the highest rate permitted by applicable law.

The following rate(s) will be applied for all time incurred at each level detailed below:

Level	GSA PSS Labor Category	GSA PSS Rate	KYSU Rate	Estimated Hours	Estimated Fees
Accounting Manager	Project Manager	\$118.91	\$110.00	520	\$57,200

Out-of-pocket expenses will be billed in addition to our professional fees based upon actual amounts incurred. Protiviti will make available supporting expenses documentation upon request.

Client shall pay promptly and understands that payment by Client to Protiviti is a material term of this Agreement. Protiviti may, without any liability whatsoever, stop work, suspend or terminate any or all Services in the event of non-payment by Client. Protiviti agrees to provide 5 days' notice to Client of any stop work, suspension or termination of Services and shall permit Client the opportunity to cure any non-payment issue within 5 days after delivery of notice to Client by Protiviti. In the event Client fails to cure any non-payment issue, Protiviti shall have the right, in its sole discretion, to maintain the stop work or suspension, or to immediately terminate this Agreement and/or any Services, in full or in part, without any liability to the Protiviti whatsoever and without waiver of any rights or remedies available to Protiviti under applicable law.

9. Deliverables: Work papers per Client's specific templates and instructions

10. Address for notice (if different or additional to those set forth above): N/A

11. Incorporation of GSA Schedule Terms:

This SOW incorporates herein all the terms and conditions of ProGov's GSA Schedule as it restated herein. In the event of a conflict between the terms and conditions of the GSA Schedule and this SOW the controlling document shall be this SOW.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

**PROTIVITI GOVERNMENT SERVICES, INC.**

**KENTUCKY STATE UNIVERSITY**

By: \_\_\_\_\_  
**John Owen**  
Managing Vice President

By: \_\_\_\_\_  
**Dr. Ronald A. Johnson**  
Interim President



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 9I

### **ACTION ITEM:**

Approval of Contract - Athletic Training Services.

### **FACTS:**

Kentucky State University's contract with Kentucky Orthopedic Rehabilitation, LLC (KORT) expired on June 30, 2022. Kentucky State University put out a Request for Proposal for athletic training services on June 6, 2022. Pursuant to NCAA guidelines, Kentucky State University is required to provide athletic training services to all student athletes.

### **BUDGETARY IMPLICATIONS:**

Athletic Training Services and Physical Therapy Services have been included in the Athletic Department's budget for the 2022 - 2023 school year.

- Five athletic trainers.
- Time Period: July 16, 2022 and continuing through June 30, 2023.
- Total Contract Amount: \$175,000.00

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the contract with the University of Kentucky Department of Orthopedic Surgery and Sports Medicine.

### **MOTION:**

Approve the contract with University of Kentucky Department of Orthopedic Surgery and Sports Medicine.





# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 9J

### **ACTION ITEM:**

Approval of Contract -McCarthy Strategic Solutions.

### **FACTS:**

McCarthy Strategic Solutions currently serves as a respected partner of Kentucky State University (KSU) with the Kentucky General Assembly and continues to play a critical role in developing and sustaining relationships that grant seamless access to members of the 2022 General Assembly. McCarthy Strategic Solutions advocates for KSU's interests with members from both sides of the aisle of the House and Senate Chambers, Legislative Research Commission (LRC) Staff, state and local government and quasi-government officials, and the Governor's Office. In collaboration with the Office of the President, the Office of Academic Affairs, as well as other university leaders, deliverables include, but are not limited to the collaborative development and execution of the University's annual legislative priorities and agenda, monitoring and preparing responses to proposed state legislation, administrative amendments, executive orders, and engagement strategies aligned to the comprehensive strategic plan of the University.

The critical services also involve actively collaborating with associated counterparts, developing coalitions to advance the interest of KSU, and produce regular reports and briefing materials to inform University leadership and stakeholders of pending actions of the General Assembly that may impact the University. Finally, the contracted services work throughout the year, particularly, during interim joint committee meetings to foster ongoing government affairs focus on the development of comprehensive strategies to advance issues of shared importance to the University.

### **BUDGETARY IMPLICATIONS:**

The Contractor's Fee shall not exceed \$62,000.00 annually with the option to renew one year.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the McCarthy Strategic Solutions Contract.

### **MOTION:**

Approve the McCarthy Strategic Solutions Contract.

**PERSONAL SERVICE CONTRACT FOR  
LEGISLATIVE CONSULTING SERVICES  
BETWEEN  
KENTUCKY STATE UNIVERSITY  
AND  
MCCARTHY STRATEGIC SOLUTIONS, LLC.  
PSC 23-\_\_\_\_\_**

This Personal Service Contract (PSC) is entered into, by and between Kentucky State University (“KSU”) and McCarthy Strategic Solutions, LLC (“Contractor”) to establish a contract for legal services to be utilized to support the Kentucky State University. The initial PSC is effective September 1, 2022 through June 30, 2023.

KSU and Contractor agree to the following:

**I. Scope of Contract**

Contractor

- Develop a strategic plan during the Legislative Interim Session in preparation for the upcoming Legislative Session;
- Review all relevant legislation and regulations and provide both daily and weekly reports on any bills affecting KY State University during the Legislative Session;
- Ensure the Governor's Office, Senate Leadership, and House Leadership understand the importance of Kentucky State University's partnership with the Commonwealth;
- Educate elected officials and key decision-makers at all levels of government about KY State University;  
Maximize the relationships contractor has built to foster stronger relationships on the issues of importance to KY State University;
- Attend legislative committee hearings and other relevant state or local meetings and provide reports; and
- Help draft a comprehensive fact sheet about KY State University to use with legislators and other governmental officials.

Kentucky State University

- It shall be the responsibility of Kentucky State University to provide appropriate guidance to the Contractor to facilitate the successful completion of the projected work and work product development.

**II. Contract Components and Order of Precedence**

KSU’s acceptance of the Contractor’s offer, indicated by the issuance of a Personal Service Contract Award, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies
2. This written agreement and any subsequent written amendments to this agreement.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be enumerated above.

**III. Negotiated Items – Not Applicable**

#### **IV. Pricing**

The cost for the services described above are as follows:

KSU agrees to pay contractor \$5,000 per month for the term of this contract and for the services provided in the scope of services. KSU also agrees to reimburse contractor for any reasonable and related expenses incurred for providing the services identified in the Scope of Contract section. Reasonable and related expenses shall include any ethics commission registration fee and shall not exceed \$2,000.00. All reasonable and related expenses shall be pre-approved by KSU.

The Contractor's fee for the scope of work during the initial term of this contract shall not exceed \$52,000.00. For the renewable period, however, the Contractor's fee shall not exceed \$62,000.00.

##### **1. Invoicing**

The Contractor shall submit invoices to Kentucky State University via email to [purchasing@kysu.edu](mailto:purchasing@kysu.edu) who shall review the invoice(s) with the managing office(s) for approval. Upon approval, the invoice(s) shall be forwarded to [accounts.payable@kysu.edu](mailto:accounts.payable@kysu.edu)

Payment for services will be made upon receipt of an approved invoice using the Personal Service Contract (PSC) Invoice Form. Payment terms are net thirty (30) days.

Invoices for services must include an original signature, as well as the following: the contact number, the dates of service, the total number of hours worked, a description of services provided, and the total amount due.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the Legislative Research Commission, Government Contract Review Committee.

The invoice form is available on the Legislative Research Commission, Government Contract Review Committee website <https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html>

Travel:

Not applicable.

##### **2. Terms and Conditions**

Contract Effective Date

The initial term of this PSC is effective and binding September 1, 2022.

Contract

This Personal Service Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

Contract Term and Renewal Option

The initial term of the contract shall be from September 1, 2022 through June 30, 2023. The contract shall have one (1) optional renewal.

Changes and Modifications to the Contract

No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by KSU and the Contractor, and incorporated as a written amendment by the KSU prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Kentucky State University Purchasing Department, University General Counsel, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or other correspondence shall not be construed as amendments to the Contract.

Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature shall be made to Kentucky State University General Counsel.

**3. Personal Service Contract (PSC) Standard Terms and Conditions**

**Whereas**, the first party, Kentucky State University, has concluded that either University personnel are not available to perform said function, or it would not be feasible to utilize University personnel to perform said function; and

**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, the University desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

Choice of Law and Forum

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the University on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Cancellation

Cancellation for Convenience - Kentucky State University reserves the right to terminate this PSC without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor prior to cancellation will be calculated at the agreed upon rate prior to a "notice of termination".

Cancellation for Non-Performance Default - KSU may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failure to provide satisfactory quality of service, including: failure to maintain adequate personnel (whether arising from labor disputes or otherwise); any substantial change in ownership or proprietorship of the contractor which, in the opinion of the University, is not in its best interest; or failure to comply with the terms of this contract.

- Failure to keep or perform (within the time period set forth herein) or violation of any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might, during that sixty (60) day period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

#### Notification of Default

The University will provide ten (10) calendar days' written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the Director of Purchasing may terminate the contract immediately.

#### Permits, Licenses and Commonwealth Registration

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

#### Attorney Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

#### Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

Funding Out Provision

KSU may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

Reduction in Contract Worker Hours

Not Applicable

Authorized to do Business in Kentucky

Businesses can register with the Secretary of State at <http://www.sos.ky.gov/pages/default.aspx>

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

If a foreign entity, the Contractor shall maintain a certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State pursuant to the process outlined below.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in this contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

Travel expenses, if authorized

The Contractor shall be paid for no travel expenses, unless and except as specifically authorized by the

specifications of this contract, or authorized in advance and in writing by the University. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Other expenses, if authorized herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract, or authorized in advance and in writing by KSU.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish copies of same in support of requests for payment submitted to KSU.

Purchasing and specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by KSU. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved. If a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with KSU, and by holding and performing this contract, he/she will not be violating any conflict-of-interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), nor KSU's Ethical Principles and Code of Conduct.

Access to Records

The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, KSU the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of a financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Protest

Pursuant to KRS 45A.285, Kentucky State University General Counsel shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the University General Counsel. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Kentucky State University  
General Counsel  
400 East Main Street  
ASB Building  
Frankfort, KY. 40601

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by Kentucky State University shall be final and conclusive.

Social security: (check one)

The parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is not liable for social security contributions relative to the compensation of the second party for this contract.

The parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is liable for social security contributions relative to the compensation of the second party for this contract.

Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds KSU's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms and conditions for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon



request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **4. Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by

the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**1<sup>st</sup> Party – Kentucky State University**

**2<sup>nd</sup> Party – Contractor**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to form and legality**

\_\_\_\_\_  
Signature

Lisa K. Lang  
Printed Name

General Counsel  
Kentucky State University



## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

### ACTION ITEM 9K

#### **ACTION ITEM:**

Approval of Lease - Dell (Laptops).

#### **FACTS:**

It has been Kentucky State University's practice (when the budget allows) to replace University faculty and staff laptops every four (4) years. This practice ensures that the University's computing resources are up-to-date and meets the University's operational needs. The majority of the faculty laptops were replaced in 2018 with a \$1 buy-out lease from Dell; at the end of this lease, the University will own the laptops. With this proposed lease, KSU will acquire 155 new leased laptops and docking stations from Dell on a \$1 buy-out option which is included in the total cost of this new lease.

The University will retrieve the older useable devices from University employees and the University will repurpose the older laptops for use in the residence halls, library, or for check out by students, faculty, and staff.

The University will lease these laptops from Dell Financial Services using UK contract #UK-1400-15.

#### **BUDGETARY IMPLICATION**

The total cost of the lease is \$260,971.88 with \$242,575.00 going toward the laptops and docking stations and \$18,396.88 going toward the cost of the lease. The University will make annual lease payments of \$65,242.97 over four years. The University has budgeted the first annual lease payment using E&G Funds for FY23. The remaining three years will be included in the annual E&G budget.

#### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the Dell Lease.

#### **MOTION:**

Approve the Dell Lease.

**KENTUCKY STATE UNIVERSITY  
LEASE PURCHASE SCHEDULE NO. 810-6543892-010  
TO MASTER LEASE AGREEMENT NO. 6543892**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 6543892 ("Agreement") DATED June 02, 2011 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND KENTUCKY STATE UNIVERSITY ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

**PRODUCT SELLER: Dell Marketing L.P. One Dell Way Round Rock TX 78682**

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'	TBD	48	TBD

Rent is payable: In Advance

Payment Period: Annual

**LEASE PURCHASE PROVISIONS**

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

**1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.**

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

**2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.**

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

**TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.**

### **3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.**

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

### **4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.**

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

### **5. PURCHASE OPTION.**

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

**6. COMPLETION OF SCHEDULE:** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

KENTUCKY STATE UNIVERSITY  
"Lessee"

DELL FINANCIAL SERVICES L.L.C.  
"Lessor"

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

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

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

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

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

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

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

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



KENTUCKY STATE UNIVERSITY  
 LEASE SCHEDULE  
 No. 810-6543892-010  
 EXHIBIT A

Commencement Date: TBD  
 Termination Date: TBD

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	48
Option	TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	4 Payments

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	
3000124540335.1	Dell Latitude 5530	\$1,385.00	155	\$214,675.00	0.26896	\$57,738.99
	Dell Dock- WD19S 90w Power Delivery - 130w A	\$180.00	155	\$27,900.00	0.26896	\$7,503.98
<b>TOTALS</b>				<b>\$242,575.00</b>		<b>\$65,242.97</b>



KENTUCKY STATE UNIVERSITY  
 Amortization Schedule  
 Schedule 810-6543892-010  
 Exhibit B

<b>Commencement Date</b>	<b>TBD</b>				
<b>Total Financed Amount</b>	<b>\$242,575.00</b>				
<b>DUE DATE</b>	<b>PAYMENT #</b>	<b>PAYMENT AMOUNT</b>	<b>PRINCIPAL</b>	<b>INTEREST</b>	<b>UNPAID BALANCE</b>
TBD	1	\$ 65,242.97	\$ 65,242.97	\$ -	\$ 195,728.92
TBD	2	\$ 65,242.97	\$ 56,194.57	\$ 9,048.40	\$ 130,485.94
TBD	3	\$ 65,242.97	\$ 59,061.91	\$ 6,181.06	\$ 65,242.97
TBD	4	\$ 65,242.97	\$ 62,075.55	\$ 3,167.42	\$ -



**SECRETARY/CLERK CERTIFICATE**

I, Hinfred McDuffie, do hereby certify that:

(i) I am the duly elected, qualified, and acting Vice President (Clerk, Secretary, etc.) of Kentucky State University, a KY public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
<u>Edward Fields</u>	<u>Director</u>	<u><i>Edward Fields</i></u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. \_\_\_\_\_ (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which it is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) ~~[STRIKE IF NOT APPLICABLE]~~ The Public Entity did, at a duly called \_\_\_\_\_ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on \_\_\_\_\_, 20\_\_\_\_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on its behalf by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet its other obligations for the first Fiscal Period (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from July 1 to June 30.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same, in whole or in part, has been delivered to Lessor, but in any event, shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF, I have hereunto set my hand this 21<sup>st</sup> day of June, 2011.

By: *Winfred McDuffie*  
Name: Winfred McDuffie  
Title: Vice President  
(Clerk or Secretary)

---

Subscribed to and sworn before me this 21<sup>st</sup> day of JUNE, 2011.

*Senita P. Sanders*  
Notary Public

My commission expires June 16, 2012



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 9L

### **ACTION ITEM:**

Approval of Equipment Replacement – Rosenwald Center (HVAC Systems).

### **FACTS:**

The Kentucky State University Land Grant Program supports educational and research programming in the area of 4-H and youth development. The Rosenwald Center for Families and Children building was completed in 2013 and is 16,000 square feet on the KSU campus that contains offices, a conference room, six class rooms, two kitchens, six restrooms, three observation rooms, a reception area, and a multipurpose room. The Rosenwald Center serves as an innovative education and research model laboratory school for faculty and students where children, parents, and the community participate in extension and research activities in 4-H.

To date, repairs have not been effective in restoring the HVAC system to the Rosenwald Center. Federal USDA Grant funds would be used to pay for a partial replacement of the HVAC system. Procurement and renovations would be completed through the Commonwealth of Kentucky Division of Engineering and Contract Administration (DECA). All renovations and repairs will also require prior USDA approval.

### **BUDGETARY IMPLICATIONS:**

We are requesting permission to use of \$250,000 in Federal USDA Grant Funds for a partial replacement of the HVAC system which has continued to malfunction in the Rosenwald Center.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the partial replacement of the HVAC system in the Rosenwald Center.

### **MOTION:**

Approve the partial replacement of the HVAC system in the Rosenwald Center.



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 9M

### **ACTION ITEM:**

Approval of Renovation - Mobile Poultry Processing Building (Handicap Accessible Bathrooms).

### **FACTS:**

Kentucky State University has a Mobile Poultry Processing unit (MPU) and a docking station located at the Harold R. Benson Research and Demonstration Farm, 1525 Mills Lane, Frankfort, Kentucky. The Mobile Processing unit has been in operation since 2004. Small producers have come to The Mobile Processing Unit and process their animals for sale.

Kentucky State University recently received a grant from the Kentucky Agriculture Development Board to turn the mobile unit and docking station into a permanent processing facility in order to increase social distancing and help with the lack of small livestock processing facilities in the Commonwealth of Kentucky. The unit has a USDA exemption (PL90-492) to process all types of poultry, rabbits, and aquaculture species. On average, there are 2-3 processors weekly during our operating months approximating to 48 small livestock processors yearly. Franklin County Health Department is requiring the processing facility to add handicap accessible restrooms attached to the building to ensure compliance with health and safety standards.

### **BUDGETARY IMPLICATIONS:**

\$60,000 in Kentucky Agriculture Development Board Grant Funds and Federal USDA Grant Funds would be utilized to add handicap accessible restrooms in the processing building. Procurement would follow state methods that require Kentucky State University to bid out this project if its total costs exceeded \$40,000. All renovations and repairs will also require prior USDA approval.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the installation of handicap accessible restrooms for the Mobile Poultry Processing Building and Docking Station.

### **MOTION:**

Approve installation of handicap accessible restrooms for the Mobile Poultry Processing Building and Docking Station.



## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

### ACTION ITEM 9N

#### **ACTION ITEM:**

Approval of Construction - Harold R. Benson Research and Demonstration Farm (Office Building).

#### **FACTS:**

The Kentucky State University (KSU) Land Grant Program receives annual USDA Facility Grant funding to maintain and enhance buildings dedicated to agricultural research, teaching, and Extension programming supported by the USDA. KSU research, teaching, and Extension need additional Value-added processing and fermentation technology facilities, classrooms, and offices at the KSU Harold R. Benson Research and Demonstration Farm. In a 2019 USDA Facility Grant, KSU proposed constructing two small buildings into a new Value-added Product and Office Building to meet these needs. We are now requesting to combine these two plans into one building plan that would be constructed near the current Extension center at the farm. This building will serve as a larger scale processing facility for research and Extension, as a home for the Fermentation and Distillation facilities, and to facilitate the development of new fermented products and distilled spirits. Additionally, the approximately 5,000 square foot building will provide a classroom and office space for employees at the KSU farm.

#### **BUDGETARY IMPLICATIONS:**

USDA Research Grant funds in the amount of \$1,811,500 would be utilized to construct this Value-added Product and Office Building. USDA approval for the combining of the two building projects will be sought after KSU Board of Regent approval.

#### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the construction of a Value-Added Product and Office Building at the Harold R. Benson Research and Demonstration Farm.

#### **MOTION:**

Approve construction of a Value-Added Product and Office Building at the Harold R. Benson Research and Demonstration Farm.



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 90

### **ACTION ITEM:**

Approval of Expenditure - AFX17 Hyperspectral Mounting Camera.

### **FACTS:**

Light Detection and Ranging (LiDAR) is a remote sensing method that uses light in the form of a pulsed laser of ultraviolet, visible, or near infrared light to create images of objects. It can detect a wide range of materials, including non-metallic objects, rocks, rain, chemical compounds, aerosols, clouds and even single molecules.

The Kentucky State University (KSU) Land Grant Program is requesting to use USDA Research funds to purchase an AFX17 Hyperspectral Mounting Camera. This camera will be mounted on a currently owned drone and used to capture LiDAR images on reclaimed mine land properties in Eastern Kentucky. The automated and accurate mapping of vegetation types in reclaimed mine sites is dependent on knowing the spectral characteristics of biomass or plant materials. These images will allow the establishment of a spectral image library of various sites. The camera will be utilized throughout Kentucky, as well as the KSU campus, for research purposes.

### **BUDGETARY IMPLICATIONS:**

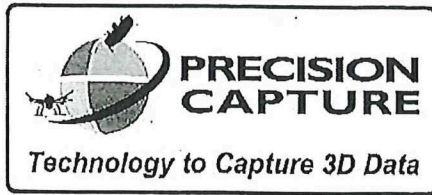
USDA Research funds in the amount of \$102,117. Purchase would follow after the Kentucky State University Board of Regents approval.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the purchase of the AFX17 Hyperspectral Mounting Camera.

### **MOTION:**

Approve expenditure associated with the acquisition of the AFX17 Hyperspectral Mounting Camera.



Contact Name: Buddhi Gyawal  
 Organization: Kentucky State University  
 Address: 400 E Main Street  
 City, State, Zip: FRANKFORT, KY, 40601  
 Mobile: \_\_\_\_\_  
 Office: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: buddhi.gyawall@kysu.edu

Eric Muncy  
 1420 Hugh Avenue  
 Louisville, KY, 40213  
 Cell: (859) 321-3675  
 Fax:  
 Email: eric@yourprecision.com

Precision Capture is pleased to quote:		Estimate #EST2924	DATE	3/30/2022	
Item	Part No.	Description	Qty	Unit Price	Ext. Price
1	PRES	AFX17 Camera System  Includes: FX17 Camera, Objective lens with (FOV 38°), Built-in computer, Built-in GNSS/IMU unit APX-15, Web UI user Interface, Power cable, GPS antenna, Ethernet cable, AFX full calibration (radiometric, spectral, FWHM and geometric calibration), 2 year's warranty (except GNSS/IMU 1 year) including technical support, Transport case	1	\$73,641.00	\$73,641.00
2	PRES	CallGeo Pro Software - real-time and post-processing software	1	\$6,600.00	\$6,600.00
3	PRES	POSPac UAV (Optional)  Post-processing software tool from the APX-15 supplier (Applanix) to improve the accuracy in the position and orientation (roll/pitch/heading) data from APX-15 by applying GNSS differential corrections.	1	\$11,880.00	\$11,880.00
4	PRES	AFX Gimbal for Multi-Rotor Drone system	1	\$9,315.00	\$9,315.00
5	PRES	Online Training - 2 sessions  Each session will be about 2 to 3 hours long	1	\$3,840.00	\$3,840.00
6	PRES	** Precision Capture Educator's Discount **	1	(\$3,159.00)	(\$3,159.00)
				<b>Sub Total:</b>	\$102,117.00
				<b>Sales Tax:</b>	\$0.00
				<b>Total:</b>	\$102,117.00

<b>Additional Notes:</b>	
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\* Quotation is valid for thirty (30) business days and subject to product inventory and/or availability.  
 \* Standard warranty on new equipment is 2 years for Robotics Equipment and 1 year for GNSS and Data Collectors. Precision Capture is a factory-authorized service center for these products. **No standard warranty is offered for demo and/or used equipment.**  
 \* Payment Terms: Dependent upon package configuration. Financing options may be available; consult me for details.  
 \* Please contact me if you have other questions or need additional information. Thank you for the opportunity to present this proposal

*Eric Muncy*  
 7/5/2022

Customer P.O. #

Signature (Authorized Person)

Date

*See reverse for signature*

Signature (Eric Muncy, Precision Capture)

Date

KENTUCKY STATE UNIVERSITY

OFFICE OF GENERAL COUNSEL

Approved as to form only

Signature:

*Eric Muncy*

Date:

*7/5/2022*



## TERMS AND CONDITIONS OF SALE

- SCOPE** The terms and conditions set forth herein apply to all Orders accepted by PRECISION. Every Order placed with PRECISION is conditioned on and confirms Customer's acceptance of these Terms and Conditions. PRECISION agrees to furnish the Products described in Customer's Order in accordance with these Terms and Conditions and the Purchase Order or the Scope of Work, as the case may be.
- ACCEPTANCE** All Orders submitted by Customer are subject to final acceptance by PRECISION as evidenced by a Purchase Order (in the case of goods or software) or a Scope of Work (in the case of services) signed by an authorized representative of PRECISION. PRECISION's acceptance of an Order is contingent upon approval of the Customer's credit (Customer expressly authorizes PRECISION to perform a credit check). Products will be deemed accepted without any claim by Customer upon receipt. PRECISION reserves the right to correct any clerical errors contained in an Order.
- DELIVERY** PRECISION's delivery dates are approximate. PRECISION will maintain delivery schedules as closely as possible, but dates are estimates only. PRECISION will not be liable for delays in delivery or other defaults in performance of this order, including due to events or causes beyond PRECISION's control. PRECISION assumes no liability for loss or consequential damages due to delivery delays. Customer may only cancel the order if PRECISION fails to deliver the Products within thirty (30) days from the scheduled delivery date, and such delay is due in no part to Customer.
- PRICING** Project pricing shall be as stated in the Purchase Order or the Scope of Work. Any PRECISION price quotes may be revoked by PRECISION prior to acceptance by Customer and shall automatically be revoked if not accepted by Customer within thirty (30) days from the date of quotation.
- PAYMENT TERMS** The payment schedule shall be as described in the Purchase Order or Scope of Work. Unless stated otherwise therein, and subject to the terms described in Section 6 below, payment terms shall be net twenty (20) days from date of PRECISION's invoice. All payments must be in immediately available U.S. currency. No discount will be granted for advance payment. PRECISION shall be entitled to set-off, offset and deduction for prior debt balances in Customer's account. Customer shall not withhold or set-off from any amounts due to PRECISION for any amounts claimed to be owed by PRECISION to the Customer for any reason whatsoever.
- CHANGE IN PAYMENT TERMS** PRECISION has the continuing right to review the Customer's credit and, based on such review, change Customer's payment terms, accelerate payment, require satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to PRECISION), or a guarantee of prompt payment, prior to delivery of the Products to Customer. If Customer shall be or becomes insolvent, or admits in writing Customer's inability to pay Customer's debts as they mature, or if Customer shall make an assignment with creditors or if there are instituted by or against Customer proceedings in bankruptcy or under any insolvency laws or for reorganization, receivership or dissolution, PRECISION may terminate the agreement between the parties at any time and without notice.
- PAYMENT DEFAULTS** If payment in full is not made on or before the specified due date, the Customer agrees to pay service charges on all overdue sums owing to PRECISION at the rate of one percent (1%) per month until the date on which payment is made in full. Subject to applicable law, PRECISION may make appropriate filings to secure payment hereunder, including all statutory liens, mechanic's and material men's liens, and UCC financing statements.
- REASONABLE ATTORNEY FEES** If suit or other proceedings shall be brought against the Customer for recovery of the purchase price or any unpaid balance or the breach by Customer of any term of the agreement between PRECISION and Customer, Customer shall pay to PRECISION, in addition to any damages provided by law, reasonable attorneys' fees and costs of collection.
- TAXES** Prices do not include domestic or foreign sales, use, excise or similar taxes. Consequently, in addition to prices specified herein, the amount of any present or future sales, use, excise or other general or specific tax, import or export tariffs, duties or penalties or other governmental charges fixed or imposed by any lawful authority(s) upon or applicable to the production, sale, shipment, delivery or use of the Products sold hereunder shall be added to the price and be paid by the Customer. If such tax is paid by PRECISION, Customer shall reimburse PRECISION. If applicable, Customer shall timely provide PRECISION with a tax exemption certificate acceptable to the taxing authorities.
- CANCELLATION** Except due to delivery delay as described in Section 3, Customer may not cancel an Order once accepted by PRECISION.
- DISCLAIMER OF WARRANTIES** ALL GOODS AND SERVICES ARE DELIVERED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- LIMITATION OF LIABILITY** PRECISION SHALL NOT BE RESPONSIBLE, OBLIGATED, OR LIABLE FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY OR USE OF THE PRODUCTS, EITHER SINGLY OR IN COMBINATION WITH OTHER PRODUCTS. THE MAXIMUM LIABILITY OF PRECISION TO CUSTOMER SHALL BE THE AMOUNT OF AGGREGATE FEES PAID BY CUSTOMER TO PRECISION IN THE TWELVE MONTHS PRECEDING ANY CUSTOMER CLAIM.
- CUSTOMER RESPONSIBILITY** Customer agrees PRECISION is not responsible for the results of Customer's use of the Products and/or any work performed in the field by Customer.
- INDEMNIFICATION** Customer agrees to indemnify and hold PRECISION, its officers, directors, members, managers, agents and employees, harmless from and against any and all any and all causes of action, claims, damages, charges, complaints, liabilities, obligations, costs, losses, debts, and expenses (including attorneys' fees and costs) suffered by them which directly or indirectly result from, relate to, arise out of, or are attributable to (a) any inaccuracy in any representation or breach of any warranty contained herein by Customer, (b) any failure by Customer to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement, (c) Customer's use of the Products, including any loss, damage or injury suffered by a third party caused by any negligence or deliberate act by the Customer, (d) any breach of any law applicable to the Products, and/or (e) Customer's sale, transfer, or distribution of the Products.
- CUSTOMER REPRESENTATIONS** The Customer represents and warrants to PRECISION that: (a) there are no legal restrictions preventing it from purchasing or using the Products; (b) it will carefully read and comply with all manufacturer restrictions and directions regarding the use and operation of the Products, (c) it will truthfully and completely complete and timely submit to PRECISION the Addendum, and (d) it will act lawfully and will comply with any applicable licenses, laws, regulations, industry codes of conduct, health and safety requirements and U.S. federal and state standards applicable to the Products.
- ADDENDUM** The Customer acknowledges that one or more of the Products may be subject to local, state, national, and/or international laws and regulations governing the use, operation, and/or transfer of the Products. The Customer therefore agrees, upon the request by PRECISION at any time, to sign the Addendum to Terms and Conditions to Sale (the "Addendum"), which Addendum is incorporated herein and made a part hereof.
- LICENSE** Any license(s) sold to Customer is between the Customer and the licensor and are subject to the terms and conditions stated in such license(s).
- SPECIFICATIONS** The Customer acknowledges that differences may exist between electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents, and the electronic files prepared by PRECISION, the hard-copy documents shall govern. The Customer also recognizes that information stored on electronic media may not be one hundred percent compatible with Customer's own computer system. PRECISION shall not be liable or responsible for any claims arising from incompatibility, readability or translation of the electronic files.
- USE OF DATA** The Customer acknowledges that PRECISION is the author of all drawings, models, compilations and other work product created by PRECISION for Customer's use, whether in hardcopy or electronic format (collectively, the "PRECISION Files"), and agrees that PRECISION shall own all property rights related thereto, including all common law, statutory and other rights, including copyrights. PRECISION hereby grants Customer a non-transferable license to utilize the PRECISION Files solely in connection with the construction project specified in the Work Order (the "Project"). The rights licensed to Customer are for the internal use of the Customer only and may not be assigned, transferred or sublicensed. The Customer agrees to not alter, modify or to use the PRECISION Files, in whole or in part, for any purpose other than the Project. The Customer shall treat as confidential the PRECISION Files, including the price, size and design. Customer shall not disclose the PRECISION Files to any party, including, without limitation, other contractors working on the Project, without the prior written consent of PRECISION.
- NOTICES** Any notice to PRECISION shall be sent to PRECISION PRODUCTS, LLC, 1400 Hugh Avenue, Louisville, Kentucky 40213. Any notice to Customer shall be sent to the address stated in the Order.
- ENTIRE AGREEMENT** These terms and conditions, together with the Order and any other documents referenced herein, contains the complete agreement between the parties hereto and supersedes any prior understanding, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. Any terms or conditions contained in quotes, purchase orders or other documents which are contrary or inconsistent with those contained in this agreement shall be of no force or effect. The terms and conditions set forth above contain all the representations, stipulations, warranties, agreements and understandings with respect to the subject matter of the agreement between the Customer and PRECISION, and its execution has not been induced by any representation, stipulation, warranty, agreement or understanding (including any course of prior dealings between the parties hereto) of any kind other than those set forth above.
- MODIFICATION** No waiver, modification, or addition to these terms and conditions, or any assignment of Customer's rights or obligations hereunder shall be valid or binding on PRECISION unless in writing and signed by an authorized PRECISION representative. Changes to the Work Order shall only be binding on PRECISION if a Change Order is signed by an authorized PRECISION representative.
- GENERAL** The agreement between the Customer and PRECISION and the subject matter connected with the performance thereof shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky, as if it were executed and performed entirely within Kentucky and shall be construed to be between merchants. Except as expressly provided to the contrary in writing, the provisions herein are between Customer and PRECISION and are for the benefit of the parties hereto and not for any other person. No waiver by PRECISION of any breach of any provision of these terms and conditions will constitute a waiver of any other breach. A party is not liable for failure to perform the party's obligations hereunder if such failure is as a result of Acts of God (including flood, earthquake, or other natural disasters), war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, riots, government sanction, blockage, or embargo.

KENTUCKY STATE UNIVERSITY

OFFICE OF GENERAL COUNSEL

Approved as to form only

Signature: 

Date: 07/06/2022



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 9P

### **ACTION ITEM:**

Approval of Expenditure - Trinity F90+ drone.

### **FACTS:**

Drones, or unmanned aerial vehicles (UAV), are used for environmental monitoring of plants, animals, flooding, and other applications. UAVs also allow access to areas that are difficult to reach by foot or vehicle.

The Land Grant Program is requesting to use USDA Evans Allen Research and USDA Extension Grant Funds to purchase a Trinity F90+ drone. The drone will support research and Extension projects throughout the Commonwealth but particularly in Eastern Kentucky. The drone will support research on strip mines and throughout forested corridors to facilitate cooperative, state-wide conservation efforts. Kentucky State University's (KSU) remote sensing and forest management programs examine landscape-scale conditions up to thousands of acres in size. These programs include strip mine biomass growth and landscape-scale invasive plant assessments. These programs will soon include other forest health metrics. Acquisition of the Trinity F90+ drone would allow KSU to expand its land coverage monitoring for various research programs.

### **BUDGETARY IMPLICATIONS:**

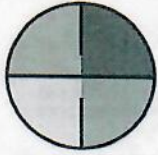
USDA Evans Allen Research and Extension Grant funds in the amount of \$89,658.00 would be used to purchase the Trinity F90+ drone. Purchase would follow after Kentucky State University Board of Regents and USDA approval.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the Trinity F90+ drone purchase.

### **MOTION:**

Approve expenditure associated with the purchase of a F90+ drone.



# PRECISION PRODUCTS

Andy Short  
1275 Industry Road  
Lexington, KY, 40505


Cell:  
Fax:  
Email: [andy@yourprecision.com](mailto:andy@yourprecision.com)

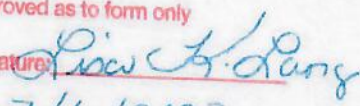
Contact Name: William Rogers  
Organization: Kentucky State University  
Address: 400 E Main Street  
City, State, Zip: FRANKFORT, KY, 40601  
Mobile: (606) 344-0109  
Office: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: [william.rogers1@ksu.edu](mailto:william.rogers1@ksu.edu)

Precision Products is pleased to quote:		Estimate #EST1821	DATE	4/13/2022	
Item	Part No.	Description	Qty	Unit Price	Ext. Price
1	QUA.4260574661427	Trinity F90+ UAV Package Includes: UAV, Remote, GNSS base, battery, charger, Qbase3D software	1	\$19,300.00	\$19,300.00
2	QUA.4260574661335	Trinity F90+ Battery Pack	2	\$779.00	\$1,558.00
3	QUA.4260574663049	TRINITY F90+ QUBE240 LIDAR PAYLOAD WITH YellowScan CLOUDSTATION software 1 year	1	\$60,000.00	\$60,000.00
4	MISC	APPLANIX POSPAC UAV License Perpetual	1	\$5,000.00	\$5,000.00
5	MISC	Flight/Process Training up to 5 operators, 2 days \$1900 per day	1	\$3,800.00	\$3,800.00
				<b>Sub Total:</b>	\$89,658.00
				<b>Sales Tax:</b>	\$0.00
				<b>Total:</b>	\$89,658.00

**Additional Notes:**

\* Quotation is valid for thirty (30) business days and subject to product inventory and/or availability.  
\* Standard warranty on new equipment is 2 years for Robotics Equipment and 1 year for GNSS and Data Collectors. Precision Products is a factory-authorized service center for these products. **No standard warranty is offered for demo and/or used equipment.**  
\* Payment Terms: Dependent upon package configuration. Financing options may be available; consult me for details.  
\* Please contact me if you have other questions or need additional information. Thank you for the opportunity to present this proposal!

Customer P.O. # \_\_\_\_\_  
Signature (Authorized Person) \_\_\_\_\_ Date \_\_\_\_\_  
  
Signature (Andy Short, Precision Products) \_\_\_\_\_ Date 5 July 22

KENTUCKY STATE UNIVERSITY  
OFFICE OF GENERAL COUNSEL  
Approved as to form only  
Signature:   
Date: 7/6/2022

TERMS AND CONDITIONS OF SALE OR RENTAL

This Terms and Conditions of Sale or Rental ("Agreement") applies to the undersigned customer's ("Customer") purchase or lease of goods, equipment or products ("Product" or "Products") from Precision Products, LLC, a Kentucky limited liability company ("Precision"), as designated on the associated order ticket (the "Sales Order").

1. SCOPE AND PRICE QUOTES. Every Sales Order placed with Precision is conditioned on and confirms Customer's acceptance of these terms and conditions. The terms and conditions set forth herein apply to any other transactions between Customer and Precision in which a written Sales Order and/or Agreement fall to be signed. Written price quotes by Precision will remain open for acceptance for the number of days stated in the price quote. Unwritten price quotes shall not be binding on Precision.

2. DELIVERY. Precision's delivery dates are approximate. Precision will maintain delivery schedules as closely as possible, but all advance shipping dates are best estimates only. Precision will not be liable for delays in delivery, nor shall Precision be liable for other defaults in performance which arise from causes beyond Precision's control, including, without limitation, force majeure events. Precision assumes no liability for loss or consequential damages due to delivery delays. Unless otherwise stipulated by the parties, delivery of the Products to the Customer or Products returned to Precision shall be made FOB Destination. The Customer has the duty to inspect all Products, including any special order configurations, upon delivery or pick-up.

3. CREDIT AND SECURITY AGREEMENT. All Customer purchases must be paid in cash, unless an authorized Precision representative authorizes a credit sale in writing. If credit is extended to Customer, payment terms shall be in accordance with the Sales Order and in no case will be longer than net twenty (20) days from invoice. Precision may extend or deny credit to Customer, in the sole and absolute discretion of Precision. If Customer desires payment terms from Precision, it agrees to fully and truthfully execute Precision's Credit Application. In connection with the extension of credit, Precision may require one or more of the following to secure payment: a security deposit, delivery of an irrevocable letter of credit, and personal guaranty(s). This Agreement and the Sales Order create a purchase money security interest in the Products and shall constitute a security agreement for all purposes under the Uniform Commercial Code. Precision retains a purchase money security interest in the Products, including all additions, accessories, and accessories to and replacements thereof, to secure performance of all Customer's financial obligations. Precision is authorized to file a financing statement or any additional documents necessary to perfect its purchase money security interest in said Products. If Precision approves credit for a particular Sales Order, it does not require that Precision extend credit for subsequent Sales Orders.

4. CUSTOMER PAYMENTS; INTEREST CHARGE. All payments must be in U.S. currency. No discount will be granted for advance payment. Precision shall be entitled to set-off, offset and deduction for prior debt balances in Customer's account. Customer shall not withhold or set off from any amounts due to Precision for any amounts claimed to be owed by Precision to the Customer for any reason whatsoever. If total payment is not made on or before the specified due date, the Customer agrees to pay service charges on all overdue sums owing to Precision at the rate of one percent (1%) per month until the date on which payment is made in full.

5. TAXES. Prices do not include foreign or domestic sales, use, excise or similar taxes. Consequently, in addition to prices specified herein, the amount of any present or future sales, use, excise or other general or specific tax, import or export tariffs, duties or penalties or other governmental charges fixed or imposed by any lawful authority(s) upon or applicable to the production, sale, shipment, delivery, rental or use of the Products sold hereunder shall be added to the price and be paid by the Customer, or in lieu thereof, Customer shall provide Precision with a tax exemption certificate acceptable to the taxing authorities. If any such tax is paid by Precision, Customer shall reimburse Precision upon presentation of invoice.

6. CANCELLATION. Cancellation of all or part of a Sales Order through no fault of Precision will only be permitted if such cancellation is signed by an authorized Precision representative, which cancellation may be granted in the sole and absolute discretion of Precision. Under no circumstances shall a cancellation be permitted if received less than 30 days before the scheduled delivery date. If cancellation is agreed to by Precision, the Customer may be subject to a charge for any special work performed.

7. RETURNS. No Product may be returned without Precision's prior written consent, which consent may be withheld by Precision in its sole discretion. No returns will be accepted for special order Products. Returns must be shipped prepaid by the Customer in the original boxes and packaging materials, unless otherwise approved by an authorized Precision employee. Customer must enclose a packing slip or note containing his name, address, phone number and description of the problem with any returns. All returns are subject to a minimum fifteen percent (15%) restocking charge. Freight and transportation charges for returned Products shall be the responsibility of the Customer.

8. OPERATIONAL AND SAFETY RESPONSIBILITY. The Customer is required to completely read and understand all operational guidelines and safety warnings provided by the manufacturer. The Customer agrees to rely upon the manufacturer's customer service departments, websites, social media, and other manufacturer literature for purposes of the training, instruction and operating. Precision only provides limited initial training with respect to the Products. Precision may provide more extensive training, performed on a fee basis. Additionally, Customer must read the Product specifications and limitations prior to purchase. The Customer, and not Precision, bears the risk that a Product does not satisfy the Customer's specific expectations or demands. Any calibration of a Product is guaranteed to be within manufacturer specifications as of the time a Product leaves Precision. The Customer assumes the responsibility to maintain the calibration accuracy thereafter and releases Precision of all liability if the calibration is disturbed.

9. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. Precision does not provide any express or implied warranties for the Products. The Customer shall look to the manufacturer's warranty policy as specified in the sales literature and/or in the instruction manual in effect at time the order is placed. THE FOREGOING STATES PRECISION'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDIES, RELATING TO THE USE OR PERFORMANCE OF THE PRODUCTS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. THE PRODUCT, ACCOMPANYING DOCUMENTATION AND MATERIALS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND BY PRECISION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Precision's liability is limited to servicing or adjusting any returned Products and replacement of any defective parts during the manufacturer's warranty period. Precision shall not be responsible, obligated, or liable for any injury or damage resulting from an application or use of the Products, either singly or in combination with other products. PRECISION SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCTS OR ARISING OUT OF ACCEPTANCE OF THE SALES ORDER.

10. ATTORNEYS FEES; INDEMNIFICATION. If suit or other proceedings shall be brought against the Customer for recovery of the purchase price or any unpaid balance or the breach by Customer of any term of this Agreement, Customer shall pay to Precision, in addition to any damages provided by law, reasonable attorneys' fees and costs of collection. Customer agrees to indemnify and hold Precision harmless from and against any and all causes of action, claims, damages, charges, complaints, liabilities, obligations, costs, losses, debts, and expenses suffered by it which directly or indirectly result from, relate to, arise out of, or are attributable to: (a) any inaccuracy in any representation or breach of any warranty contained herein by Customer; (b) any failure by Customer to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement; or (c) any unauthorized use of, or changes to, the Products.

11. RENTAL TERMS. If the Customer is renting Products from Precision: (a) the first month's rent and security deposit shall be due in advance or at time of delivery, and subsequent rental payments are due in full on the first day of each monthly rental period; (b) the Customer bears the risk of loss/damage to the rented Products beginning with the time of delivery and ending at the time the Products are returned to Precision; (c) the Customer shall carefully inspect the rented Products at time of delivery or pick-up and agrees to inform Precision of any damages or performance issues with the rented Products at the time of return to Precision; (d) the Customer shall keep the Products insured in an amount equal to the value stated on the Sales Order; (e) title to the Products shall at all times remain with Precision; (f) if the Customer breaches any provision of this Agreement, Precision reserves the right to terminate the rental agreement and recover the Products at any time, including the right to enter the Customer's premises; (g) the Customer shall use the Products in compliance with all manufacturer instructions and agrees to carefully read and abide by all safety warnings; (h) the Customer shall not make any modifications to the Products; and (i) if the Customer has rented a GPS unit, it agrees to use the related data device provided by Precision to stream data only directly related to the GPS. Any data used to connect to another device will be charged to Customer at the cellular carrier's then current rate.

12. PRODUCT MODELS AND SPECIFICATIONS. The goods offered by the manufacturers represented by Precision change from time to time and Precision may not carry all manufacturer goods at all times. Customer acknowledges that models may be discontinued at any time without prior notice and replacement parts may not always be or remain available. Precision has no obligation to retain previous offerings or to incorporate modifications to Products sold previously.

13. USE OF DATA. Customer shall treat as confidential all drawings and data submitted by Precision pertaining to price, size, and design. Customer shall not give or show such drawings or data to others under any circumstances, unless specifically approved by an authorized Precision employee. All such drawings and data shall remain Precision's property.

14. NOTICE. Any notice sent to Precision shall be sent to Precision Products, 1420 Hugh Ave, Louisville, Kentucky 40213. Precision shall provide notice to the Customer at the address listed on the Sales Order.

15. GENERAL. This Agreement and the Sales Order shall be governed by and construed in accordance with and governed by the law of the state of Precision's accepting office, as if it were executed and performed entirely within the State of Precision's accepting office and shall be construed to be between merchants. Any assignment of the Agreement and Sales Order or any rights or obligations thereunder by Customer without the prior written consent of Precision shall be void. Except as expressly provided to the contrary in writing, the provisions of the agreement between Customer and Precision are for the benefit of the parties hereto and not for any other person. No waiver by Precision of any part of the representations, stipulations, warranties, agreements and understandings with respect to the subject matter of the agreement between the Customer and Precision, or its execution has not been induced by any representation, stipulation, warranty, agreement or understanding (including any course of prior dealings between the parties hereto) of any kind other than those set forth above. No waiver, modification, or addition to these terms and conditions, or any assignment of Customer's rights or obligations hereunder, shall be valid or binding on Precision unless in writing and signed by an authorized Precision representative. A Sales Order may not be modified except in writing by an authorized employee. Precision reserves the right to correct clerical errors.

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## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

### ACTION ITEM 9Q

#### **ACTION ITEM:**

Approval of Resolution - Aquaculture Mobile Classroom.

#### **FACTS:**

The Kentucky State University (KSU) Land Grant Program supports educational and research programming in the area of aquaculture. The KSU Land Grant Program Aquaculture Unit has had a number of outreach and Extension initiatives to enhance the awareness of aquaculture in the Commonwealth of Kentucky. The KSU Land Grant Program Aquaculture Unit's Aquaculture Mobile Classroom is 8 feet wide, and 33 feet long. This mobile classroom was built in 1991 and is now obsolete and is no longer useful. The mobile classroom should be disposed of as surplus property.

#### **BUDGETARY IMPLICATIONS:**

The mobile classroom has not been utilized since 2010 and would require extensive renovations to restore it. This action will reduce the KSU USDA Extension and Research budget as funds that would be used to restore this mobile classroom could be utilized to further expand Extension programming in Aquaculture outreach. It will also reduce KSU's insurance costs and eliminate potential liability.

#### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve of selling or disposing of the Aquaculture Mobile Classroom.

#### **MOTION:**

Approve to sell or dispose of the Aquaculture Mobile Classroom as surplus property.



## BOARD OF REGENTS

# ORDER

By order of the Board of Regents, pursuant to the provisions of KRS 164A. 575(8), Kentucky State University shall dispose of or sell the Kentucky State University Land Grant Program Aquaculture Unit's Aquaculture Mobile Classroom pursuant to KRS 164A.575 (8).

So ORDERED this the 15th day of July 2022.

\_\_\_\_\_  
Chair, Board of Regents  
Kentucky State University

\_\_\_\_\_  
Date

**CERTIFIED TRUE COPY OF THE BOARD ORDER PASSED AT THE MEETING OF THE BOARD OF REGENTS OF KENTUCKY STATE UNIVERSITY HELD AT 400 EAST MAIN STREET, FRANKFORT, KY 40601 ON JULY 15, 2022.**

AQUACULTURE MOBILE CLASSROOM  
ATTACHMENT 2



AQUACULTURE MOBILE CLASSROOM  
ATTACHMENT 2







# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 9R

### **ACTION ITEM:**

Approval of Policy Rescission – Authorized Signature Policy.

### **FACTS:**

On June 3, 2021, the Kentucky State University Board of Regents approved an Authorized Signature Policy that not only required all agreements to be signed with a “wet” signature, but the Authorized Signature Policy also granted authority to University personnel to obligate Kentucky State University for expenditures that were \$5,000 or less.

By rescinding the Authorized Signature Policy, Kentucky State University will improve the efficiency of University operations.

### **BUDGETARY IMPLICATIONS:**

By rescinding the Authorized Signature Policy, Kentucky State University will also increase operational control over spending and the budget.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the recession of the Authorized Signature Policy.

### **MOTION:**

Rescind the Authorized Signature Policy.



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

DATE: June 3, 2021  
SUBJECT: Approval of Authorized Signature Policy  
FROM: EXECUTIVE AND AUDIT  
ACTION ITEM: YES

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**BACKGROUND:** Policies outlining signature authority are essential to clarity in institutional operations, specifically those that bind the institution financially or legally through contracts and memoranda of agreement. Within the Commonwealth of Kentucky, KRS 164A.560, a subsection of KRS 164A. 575, vests financial management responsibility as relates to administrative regulations to the governing board and through the governing board to the University President.

In reviewing signature authorization policies from a variety of national institutions of higher education (including University of Kentucky, Eastern Kentucky and University of Louisville), common features align around assignment of signature authority for the institution, delegation of signature authority, and scope and applicability of the signature authority policy as pertains to grants, contracts, and institutional operational documents such as those generated for employment, for athletic events and other matters that would bind the university fiscally and/or contractually.

**SUMMARY OF PROGRAMS/ACTIVITIES:** The Authorized Signature Policy (new) outlines the scope, process, assignment of signature authorization and delegation, and institutional impact.

**ALIGNMENT WITH STRATEGIC GOALS:**

**Goal 3: Increase the University's Financial Strength and Operational Efficiency**

**PROGRAM IMPLICATIONS:** Kentucky State University will have a clear and enforceable policy governing authorized institutional signatures.

**FISCAL IMPLICATIONS:** NONE

**RECOMMENDATION:** The Kentucky State University Board of Regents approve the Authorized Signature Policy

**ATTACHMENTS:** YES

Title: Authorized Signature Policy (PROPOSED NEW POLICY) June 2021

### Policy Statement/Procedure Description

The purpose of this policy is to identify signature authority and signature authority delegation as pertains to any and all, but not limited to the following:

- External contracts with vendors, speakers, venues
- Agreements for purchases/transfers of property, rental goods, services and equipment
- Lease agreements for property, rental good, equipment
- Employment contracts
- Financial agreements and financial documents requiring institutional approval (non-contractual)
- Athletic contracts and sports-related agreements
- Grants and sponsored projects, including awards and subawards
- Commendations and citations for excellence; awards and recognitions
- Diplomas and certificates of completion
- Nondisclosure, confidentiality, and legal documents
- Articulation agreements, MOUs and MOAs
- Student, faculty and student/faculty exchange agreements
- Intellectual property, creative work, patent, trademark and invention agreements

The Kentucky University President serves as the primary signatory on any and all of the above activities that would legally and contractually bind the University or otherwise obligate it to internal or external parties. The President may delegate his/her signature authority on a pro temp basis and/or for a specific activity through the process described below in writing and/or exempt an institutional officer at the executive level, if so desired, from this policy through written authority and Board approval.

**Signatures on all official University are to be “wet” with electronic signatures reserved** for matters of unavoidable exigency. A wet signature on binding documents is preferred to a stamp or electronic signature for the legal authority a wet signature carries. In the absence of specified policies or instruction, a wet signature may be established at the request of any of the parties associated with a transaction, contract or other form of agreement. Signing in blue ink is legally required in some instances, though there is some discretion in this as well as the types of documents for which wet signatures are required.

It is understood that wet signatures will be expected on the documents outlined in this proposed policy unless otherwise indicated by the written directive of the signature authority. Copies of wet signatures, such as those available on premade document stamps, through digital signature software, and those that are reproduced on multiple documents, are not considered acceptable as legal signatures. Wet signatures have to be created on any multiple documents, originals and copies.

### *The Delegation of Signature Authority process*

All delegation of authority must be made in writing, printed on University letterhead, reviewed by General Counsel and signed by the President. The delegation letter, whether internal or external, will clearly state the nature, purpose, scope and timeframe of the assignee's **ability to act on behalf of the president or the University**. The written transfer of authority will include the name and title of the assignee, the type and area to which the assignment of authority applies, any limitations, caveats or special considerations, and whether sub-assignment is permissible. The transfer of authority will be housed in the office of General Counsel. A best practices representation of levels of delegation is below:

- Executive Vice President and CFO
- Senior Vice President
- Provost and Vice President for Academic Affairs
- Vice President for Student Engagement and Campus Life
- General Counsel

The following administrative personnel have the authority to wet sign contracts, commitments or agreements up to the amounts shown in the table below **provided those documents are stamped "Approved as to form" by the Office of General Counsel** or the approver has received written document from their inline supervisor allowing the transaction to advance:

- Chairs/Directors – May sign within their authorized budget lines up to \$1000
- Assistant/Associate VPs/Vice Provosts -- May sign within their authorized budget lines up to \$2500
- Vice Presidents -- May sign within their authorized budget lines up to \$5000
- President – Must sign all expenditures over \$5000 without respect to budget line

It is understood that budget documents below the level of Vice President will be reviewed by the appropriate and assigned unit Vice President prior to submission for processing.

All signature delegation activities will be reviewed annually in line with the fiscal year calendar.

### Entities Affected

The policy applies to any member of the University who may seek to approve a transaction, engage in contractual relationships, obligate the University financially or otherwise, or present themselves internally or externally as a representative of Kentucky State University. This policy further aligns with policies related to internal controls, to the institutional audit function, and such compliance and regulatory expectations for integrity in audit functions, fiduciary and non-fiduciary, as outlined in the *Principles of Accreditation* (SACSCOC) and *The Kentucky State University Gold Book*.

## Policy Owner/Interpreting Authority

The policy owner is the University President and is interpreted in light of the assigned roles and duties of the University CEO as outlined by SACSCOC and stated within the Kentucky State University *Gold Book*.

## Related Policies

Finance and Administration Manual  
Human Resources Manual  
Business Manual  
Purchasing Manual  
IRB Manual  
Kentucky State University Board of Regents Gold Book  
SACSCOC Principles of Accreditation  
Integrity

## Statutory or Regulatory References

745 KAR 1:1060

KRS 164A. 575 and KRS 164A. 560



**Finance & Administration**  
Academic Services #202 | 400 East Main Street  
Frankfort, KY 40601 | (502) 597-6343  
**KYSU.EDU**

Friday, July 1, 2022

Kentucky State University  
Board of Regents

RE: Signature Authorization

By rescinding the Authorized Signature Policy, Kentucky State University will improve operational control over processing and encumbered expenses. This action would also have direct impact and improvement of purchasing accountability.

Sincerely,

*Gerald D. Shields, Ph.D.*  
**Vice President of Finance & Administration/CFO**  
Finance and Administration | Kentucky State University  
400 E. Main Street | Frankfort, KY 40601  
Academic Services Building, Rm. 201  
Office: (502) 597-5075 | Fax: (502) 597-6594  
*Onward, Upward*



## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

### ACTION ITEM 10B

#### **ACTION ITEM:**

Approval of the Anthology Contract Renewal.

#### **FACTS:**

Anthology is an online software platform used to support student retention, persistence, and graduation. The software assists in the following areas: facilitating student outreach and retention; monitoring academic performance; supporting advisement and enrollment efforts; providing support for the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) regional and providing support for specialized accreditation reporting requirements; facilitating student evaluations; gathering data; and storing academic program reviews. Overall, the software platform supports institutional improvements.

#### **BUDGETARY IMPLICATIONS:**

The Division of Academic Affairs included \$125,000.00 for this purchase in the 2022-23 fiscal year budget.

#### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the Anthology contract renewal.

#### **MOTION:**

Approve the Anthology contract renewal.



Please sign:

**Page 8**

**Page 9 (Schedule A)**

Please complete:

**Page 13 (Billing Information Form)**

This entire document should be returned to

**Ashley Reilly**

via email at

**areilly@campuslabs.com**

by

**8/10/2015**





## Campus Labs, Inc. LICENSE AGREEMENT

This Campus Labs, Inc. License Agreement (this "Agreement") is entered into by and between:

**Kentucky State University**  
located at  
**400 East Main Street**

**Frankfort, KY 40601**  
("the Institution")

and

**Campus Labs, Inc.**  
("Campus Labs")  
located at  
**210 Ellicott Street**  
**Buffalo, NY 14203**

**Effective Date:**

**8/10/2015**

### **1. Definitions.**

"Institution Data" means any electronic data, information or material provided or submitted to Campus Labs through the Program by Institution, or by Users (as the terms are defined below).

"Government Rules" means all applicable laws, regulations and rules promulgated by a state or the federal government, or any agency or department thereof.

"License Term" means the term during which Campus Labs will provide the Program to Institution, as specified in this Agreement.

"License Schedule" means the order documents representing the initial purchase of the Program (and any subsequent amendments agreed to between the parties in writing from time to time) that are made a part of Schedule A to this Agreement from time to time and that specify, among other things, licenses ordered the License Term and the fees therefore.

"Program(s)" means the assessment, accreditation, planning, analytics, retention, and/or any other modules/programs and their specific components and assistance that are specified and selected on the License Schedule attached as Schedule A and additional Licenses.

"Users" means Institution's employees, representatives, consultants, contractors, or agents who are authorized to use the Program and have been supplied user identification and passwords by Institution (or by Campus Labs at Institution's request).

### **2. Program.**

**2.1 Access to Program(s).** During the License Term, Institution shall have access to the Program(s) set forth in Schedule A, subject to this Agreement and the terms and conditions contained therein.

**2.2 Use of the Program(s).** Campus Labs shall make the Program available to Institution on the terms set forth in this Agreement and the License Schedules attached hereto. This Agreement grants Institution certain rights to access to the Program(s) as described herein. By accessing the software or otherwise using the Program(s), Institution agrees to be bound by the terms of this license. The Programs are designed for collective reporting of Institution Data. This data is reported online to a database hosted and maintained by Campus Labs that provides secure access for Institution via Institution username(s) and password(s), and in some cases, is designed to be combined with other institutional datasets.



**2.3 Institution Use.** Institution's licensed Users may use the Program only to access Institution's own data and to fulfill Institution's internal information processing needs. Institution may not sublicense, resell, publish, transmit, broadcast or otherwise distribute all or any portion of the Program to any person or entity, except as expressly set forth herein, or use it to process the data of a third party.

**2.4 Institution Responsibilities.** Institution is responsible for all activities that occur under Institution's User accounts. Institution shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Institution Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Program, and notify Campus Labs promptly of any such unauthorized use; (iii) be responsible for acquiring and maintaining the software, equipment and communications Programs necessary to connect to the Program and to download, print and otherwise process data delivered by the Program, and (iv) comply with all applicable local, state, federal, and foreign laws in using the Program.

**2.5 Technical & Support Programs.** During the License Term, the Institution will have access to technical support and support Programs ("Standard Programs"). Included in Standard Programs are telephone and online support and consulting, professional development webinars, and available Program updates.

**2.6 Additional Programs.** Support Programs that are beyond the scope of Standard Programs may call for significant consultations, research, development, analysis, and/or on-site training ("Additional Programs"), unless otherwise specified in the License Schedule, will be charged to Institution as fees for such Programs. In cases where requests made by Institution are not Standard Programs, but rather Additional Programs, such requests will be clearly identified as Additional Programs to Institution for approval before any fees are incurred.

### **3. Fees & Payment.**

**3.1 Annual Fees.** Institution agrees to pay Campus Labs an annual subscription fee for the Program(s) in an amount specified in Schedules A, B, and any subsequent amendments for the purchase of additional products. Institution agrees to pay Campus Labs the annual subscription fee within thirty (30) days of the Effective Date of this Agreement. Thereafter, for the term of the Agreement, Institution agrees to pay Campus Labs the annual subscription fee on or before the anniversary of the Effective Date of each respective calendar year. Upon renewal of the License(s), Campus Labs shall increase the pricing by a variance of 4% for each Program on an annual basis for the term(s) of the Agreement.

**3.2 Invoicing & Payment.** Campus Labs shall invoice Institution for any and all fees relating to the Program, including any late charges, in accordance with the terms of the relevant License Schedule.

**3.3 Suspension of Program(s).** If Institution's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Campus Labs reserves the right after notice of overdue payment to Institution to suspend the Program provided to Institution, without liability to Institution, until such amounts are paid in full.

**3.4 Taxes.** Campus Labs's fees are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature ("Taxes"), and Institution is responsible for payment of all Taxes, excluding only taxes based on Campus Labs's net income. If Campus Labs has the legal obligation to pay or collect taxes for which Institution is responsible pursuant to this Section 3.4, the appropriate amount shall be billed to and paid by Institution unless Institution provides Campus Labs with a valid tax exemption certificate authorized by the appropriate taxing authority.

**3.5 Billing & Contact Information.** Institution shall maintain complete, accurate and up-to-date Institution billing and contact information with Campus Labs.

### **4. Proprietary Rights.**

**4.1 Reservation of Rights.** Institution acknowledges that in providing the Program, Campus Labs utilizes (i) the Campus Labs and Campus Labs names, the Campus Labs, Campus Labs, campuslabs.com logos, the campuslabs.com domain name, the product names associated with the Program and other trademarks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "Campus Labs Technology") and that the Campus Labs Technology is covered by intellectual property rights owned or licensed by Campus Labs ("Campus Labs IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in the Campus Labs IP Rights are granted to Institution and all such rights are hereby expressly reserved.



4.2 License Grants. Campus Labs grants Institution and its Users a non-exclusive, non-transferable, non-sublicenseable right to access and use the Program for the purpose for which it is made available to Institution and otherwise in accordance with the terms of this Agreement.

4.3 Restrictions. Institution shall not (i) modify, copy or make derivative works based on the Campus Labs Technology; (ii) disassemble, reverse engineer, or decompile any of the Campus Labs Technology; or (iii) “frame” or “mirror” any of Campus Labs’s content which forms part of the Program (other than on Institutions’ own internal intranets). Institution shall have the limited right to create Internet links to or from the Program; however, Campus Labs reserves the right, at its reasonable discretion, to terminate the use of any and all link(s) to and from its Program.

4.4 Institution Data. As between Campus Labs and Institution, all Institution Data, whether posted by Institution or by third parties, remains the sole property of Institution. To the extent that Institution grants Campus Labs access to Institution Data, Institution shall restrict Campus Labs’s access to such Institution Data except as necessary for Campus Labs to perform the Programs. Institution Data shall be considered Confidential Information, subject to the terms of this Agreement. Campus Labs may access Institution’s User accounts, including without limitation Institution Data, to respond to Program or technical problems. At all times during and after the License Term, all survey data sets Institution generates shall remain the exclusive property of Institution. If Institution should choose to utilize data sets to participate in any group or “benchmarking” projects, ownership of the resulting data sets will be governed by the written agreements associated with that project.

4.5 Ownership of Contacts. During and after the License Period, all Institution-specific contact sets (including email address, identification numbers or identities of students or other Institution constituents) shall remain the exclusive property of the Institution and qualify as “Confidential” as defined below and subject to the restrictions of the Family Educational Rights and Privacy Act and regulations promulgated thereunder (“FERPA”). Institution and Campus Labs acknowledge that, by Campus Labs’s provision of the Program(s), Campus Labs is a “school official” with “legitimate educational interests” under FERPA and Institution may disclose personally identifiable information (“PII”) of students, as that term is defined under FERPA, to Campus Labs for limited use in connection with operating the Program(s). Campus Labs will not disclose student PII to third parties or use it for any purpose other than performing its obligations hereunder.

## 5. Confidentiality.

5.1 Definition of Confidential Information. As used herein, “Confidential Information” means all information of a party (“Disclosing Party”) which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party (“Receiving Party”), including without limitation the terms and conditions of this Agreement, Institution Data, the Campus Labs Technology, the Program, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Institution Data shall be deemed Confidential Information regardless of its written designation. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party’s breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party’s breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except as may be required to be disclosed under Government Rules or to comply with legal processes.

5.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

5.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## 6. Warranties & Disclaimers.



6.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. Campus Labs represents and warrants that the Program will perform substantially in accordance with the online Campus Labs help documentation under normal use and circumstances.

6.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, Campus Labs MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. Campus Labs HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **7. Mutual Indemnification.**

7.1 Indemnification by Campus Labs. Subject to this Agreement, Campus Labs shall defend, indemnify and hold Institution harmless against any loss or damage (including without limitation reasonable attorneys' fees) incurred in connection with claims demands, suits, or proceedings ("Claims") made or brought against Institution by a third party (i) so far as they are based on a claim that the Program infringes a U.S. copyright or existing U.S. patent issued as of the Effective Date; or (ii) arising from a breach of this Agreement by Campus Labs; provided, that Institution (a) promptly gives written notice of the Claim to Campus Labs; (b) gives Campus Labs sole control of the defense and settlement of the Claim (provided that Campus Labs may not settle or defend any Claim unless it unconditionally releases Institution of all liability); and (c) provides to Campus Labs, at Campus Labs's cost, all reasonable assistance. Campus Labs shall have no obligations to Institution under this Section 7.1 to the extent such Claims arise from Institution's or its User's breach of this Agreement or from the unauthorized combination of the Program with any of Institution's products, Programs, hardware or business processes. If a Claim has occurred, or in Campus Labs's opinion is likely to occur, Institution agrees to permit Campus Labs, at its option and expense, either to: (a) procure for Institution the right to continue using the Program; (b) replace or modify the Program so that it becomes non-infringing; or (c) cease to provide the Program, and refund to Institution any prepaid fees for the discontinued Program for the current annual term, reduced by one-twelfth of the amount thereof for each one-month period or part thereof during which Institution had use of the Program.

7.2 Indemnification by Institution. Subject to this Agreement, Institution shall defend, indemnify and hold Campus Labs harmless against any loss or damage (including without limitation reasonable attorneys' fees) incurred in connection with Claims made or brought against Campus Labs by a third party (i) alleging that Institution Data, or the use thereof by either party, has caused harm to a third party or infringes the intellectual property rights of a third party or (ii) arising from breach of this Agreement by Institution; provided, that Campus Labs (a) promptly gives written notice of the Claim to Institution; (b) gives Institution sole control of the defense and settlement of the Claim (provided that Institution may not settle or defend any Claim unless it unconditionally releases Campus Labs of all liability); and (c) provides to Institution, at Institution's cost, all reasonable assistance. Institution shall have no obligations to Campus Labs under this Section 7.2 to the extent such Claims arise from Campus Labs's breach of this Agreement or Institution's use of Institution Data as authorized and contemplated by this Agreement. The foregoing indemnity shall not apply to any infringement arising out of any use of the Program(s) in any manner not authorized herein.

7.3 Security Breach. In the event that the failure of either party (the "breaching party") to implement and maintain appropriate safeguards results in a breach of the security of Institution Information, the breaching party shall, at its expense, provide any consumer notification required by Government Rules.

#### **8. Limitation of Liability.**

8.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AGGREGATE AMOUNT OF ANNUAL SUBSCRIPTION FEES PAYABLE OVER THE CURRENT TERM OF THIS AGREEMENT.



**8.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR PROGRAMS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

**8.4 External, Third Party Technology.** During the License Term, Institution may choose to leverage technical platforms, tools and support from independent third parties to enhance the Programs, such as offerings from Apple, Palm, Facebook, and others (the "Third Parties"). In these cases, certain information provided by Institution to these Third Parties may be transmitted, posted, and/or used by these Third Parties in accordance with the respective Terms of Programs of such Third Parties and may be governed under these separate agreements. Campus Labs is independent of any such Third Parties and makes no representation or warranty concerning them or their actions or technology; all of which shall remain Institution's sole risk and responsibility and Campus Labs disclaims any and all responsibility or liability in connection therewith.

## **9. License Term & Termination.**

**9.1 License Term of Agreement and Renewal(s).** The initial term of this Agreement will end on the first anniversary of the Effective Date as specified in Schedule A and subsequent amendments thereto. This Agreement will automatically extend for three (3) additional one-year periods, unless at least 120 days prior to the end of the current term, either party notifies the other party in writing of its desire not to extend the Term of this Agreement.

**9.2 Term of Use.** Institution agrees that the License Term for each respective module listed in the License Schedule attached hereto as Schedule A or in any additional License Schedule(s), shall commence on the Effective Date. Institution agrees to pay Campus Labs the annual Institution fee for each respective module by each anniversary of the Effective Date during the Term of this Agreement. Campus Labs will invoice Institution for the annual Institution fee(s) no later than thirty (30) days prior to the anniversary of the Effective Date of this Agreement. Institution licenses shall continue for the License Term specified in the relevant License Schedule.

**9.3 Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period. Upon any termination for cause by Institution, Campus Labs shall refund Institution any prepaid fees for the period after the date of termination.

**9.4 Return of Institution Data.** Upon written request by Institution within ninety (90) days of the effective date of termination, Campus Labs shall make available to Institution a file of Institution Data. After such ninety (90) day period, Campus Labs shall have no obligation to maintain or provide any Institution Data.

**9.5 Surviving Provisions.** The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 3, 4 (excluding Sections 4.2 and 4.4), 5, 6, 7, 8, 9 and 10.

## **10. General Provisions**

**10.1 Notices.** All notices under this Agreement shall be in writing and delivered in person, by courier, by facsimile (receipt acknowledged), by postage prepaid first class, certified or registered mail, electronic mail, and addressed as provided below the signatures to this Agreement.

**10.2 Waiver & Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.3 Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, the remainder of this Agreement shall not be impaired, and each provision shall continue in full force, and shall be enforceable to the fullest extent permitted by law and consistent with the present goals and intent of the parties.



**10.4 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted assignment or delegation in contravention of this Section shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement without consent of the other party to any person who succeeds by merger, acquisition or otherwise. Subject to the forgoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.5 Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Delaware, without regard to its conflict of law provisions.

**10.6 Force Majeure.** Neither party shall be in default nor liable for any failure in performance or loss or damage under this Agreement due to any cause beyond its control.

**10.7 Entire Agreement & Construction.** This Agreement, License Schedules, and subsequent Amendments constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be amended, except by an agreement in writing which is signed by authorized representatives of Campus Labs and Institution.

*[Signatures are located on the following page]*



IN WITNESS WHEREOF, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.

**Kentucky State University**

By: \_\_\_\_\_  
Name: Deneia Thomas  
Title, Department: Asst. VP Assessment & Evaluation  
Date: 5-6-16

**Campus Labs, Inc.**

By: \_\_\_\_\_  
Name: Eric Reich  
Title: President  
Date: 5/17/2016

**Payment Details:** Upon receipt of executed documentation by fax or scan, an invoice will be provided from Campus Labs via email. All payments are due "net 30" upon receipt of invoice. All payments are due in US Dollars.



Schedule A

Quote Date 4/22/2016

Contract Years 1  
Enrollment 2,370

Kentucky State University  
400 East Main Street  
Frankfort, KY 40601

Contact **Deneia Thomas**  
Title Asst. Vice President, Academic Affairs  
Phone 502-597-5531  
Email [deneia.thomas@kysu.edu](mailto:deneia.thomas@kysu.edu)

Representative **Ashley Reilly**  
Email [areilly@campuslabs.com](mailto:areilly@campuslabs.com)  
Phone 716-652-9400 X7633

Ver. 15-4-L

Description	Price	Start	2015
Accreditation Park (In)	\$ 750	2015	\$ 750
		Annual Price	\$ 750
		Net Annual Price	\$ 750
		Total Contract Price	\$ 750

Campus Labs: \_\_\_\_\_  
Accepted by \_\_\_\_\_  
Date 5/17/2016

Institution: \_\_\_\_\_  
Accepted by \_\_\_\_\_  
Date 5-6-16

8/10/2015  
Effective Date

8/9/2016  
Expiration Date

A  
License Schedule

Refer to Campus Labs License Agreement for terms and conditions

Refer to Schedule B Addendum for license and product information





### Campus Labs Billing Information Form

Relevant Information for Procurement/Finance

Primary Contact Information			
Institution Name:	<u>Kentucky State University</u>		
Primary Contact:	<u>Deneia Thomas</u>		
Title:	<u>Asst. Vice President, Academic Affairs</u>		
Mailing Address:	<u>400 East Main Street</u>		
City, ST ZIP:	<u>Frankfort, KY 40601</u>		
Phone:	<u>502-597-5531</u>	Fax:	_____
Email:	<u>deneia.thomas@kysu.edu</u>		
Send invoices to my attention:	Yes <input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Billing Information (if different than above)			
Billing Contact:	_____		
Title:	_____		
Mailing Address:	_____		
City, ST ZIP:	_____		
Phone:	_____	Fax:	_____
Email:	_____		
Will Campus Labs be issued a PO for this requisition?	Yes <input type="checkbox"/>	No	<input type="checkbox"/>
Is a Campus Labs invoice required for PO generation?	Yes <input checked="" type="checkbox"/>	No	<input type="checkbox"/>
PO number is provided:	_____		

Campus Relations Contact: Ashley Reilly

T: 716.270.0000

210 Ellicott Street

F: 716.652.2689

Buffalo, NY 14203

[www.campuslabs.com](http://www.campuslabs.com)



## Product and Licensing Information - Schedule B

### Accreditation

- Pre-loaded accreditation site
- Dashboard views to manage workflow
- Export to Microsoft Word and Adobe PDF

Academic Affairs License

Student Affairs License

Institution License

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### Accreditation - Park

- Ongoing hosting and maintenance of completed accreditation site
- Read only access to completed accreditation site

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### Accreditation - Additional Template

- Pre-loaded program or specialty accreditation template
- Additional template pricing requires at least two active accreditation sites

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### Baseline

- Web-based assessment tools, including surveys and rubrics
- Mobile data collection using native Apple mobile app
- Ability to upload data from paper surveys, national studies, or other assessments
- Catalog customized reports (saved views of data) for future reporting
- Reporting tools including frequency tables, filters, graphs, and crosstabs
- Comparison analysis and benchmarking reports
- Formative assessment polling tools for classroom/audiences
- Key Performance Indicators
- Export results in multiple formats including SPSS export option

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### Beacon

- Administration of web-based student strengths inventory
- Customizable individual student success report
- Ability to customize access levels
- Data integration and data sourcing with additional Campus Labs products
- Alert and notation tools
- Web-based reporting tools
- Student-to-staff online meeting requests and confirmations
- Meeting tracking and notation tools

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## Product and Licensing Information - Schedule B

Academic Affairs License

Student Affairs License

Institution License

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### CollegiateLink Base

- Card Swipe Attendance Tracking
- Co-Curricular Transcript and Learning outcomes feature
- Custom Form Builder
- Data Reporting and Export Tools
- Event Management Tools for event promotion and approval of campus-wide events
- Group management tools such as: photo galleries, document management, calendaring and news
- Organization election tools
- Service hour tracking
- Social Media integration with Facebook, Twitter and other popular platforms
- SMS text messaging

### CollegiateLink Add-on Modules:

- Campus-wide Election Tools for running student body elections or campus-wide pools; can restrict ballots by class year, school of enrollment, or any custom segment
- Co-Curricular Progress Tracking Tools to automate tracking of progress across task assignments or curriculums based on achievement or campus-wide experiences
- Finance and Budgeting Tools to streamline fee allocation processes with an accounting system for approval-based funding and purchase requests
- Web Services API for extracting data in real-time or batch import such as SIS demographic or EMS locations/availability on a daily basis

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## Product and Licensing Information - Schedule B

Academic Affairs License

Student Affairs License

Institution License

### CollegiateLink Enterprise

- Access to all the CollegiateLink components
- Access to all four of the Add-on Modules
- On-Campus (one visit during first year of license agreement) implementation and training where consultants will spend a day training staff and students

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### Course Evaluations

- Web-hosted data collection and reporting system
- Data Collection via secure login, portal integration or e-mail invitation
- Dynamic course evaluation driven by instructor, course, and student data
- Real time response rates monitor and access to results
- Scheduled report delivery for faculty
- Benchmarking tools for analysis by course, department, or over time
- Electronic reports via e-mail or system log in
- Questions entered into a catalog can be applied to colleges, departments and programs
- Comparison reporting by college, department, program and course
- Export data to csv file

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### Course Evaluations with IDEA SRI

- Faculty ability to choose appropriate Learning Objectives per course section
- Administration of the 47 question IDEA Diagnostic Feedback
- Administration of the 18 question Learning Outcomes and 10 question Teaching Methods forms
- Customized questions for College, Department, Program or Course
- Unit Summary reports available by Institution defined heirarchies

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## Product and Licensing Information - Schedule B

Academic Affairs License

Student Affairs License

Institution License

### Planning

- Enter mission, goals, objectives, and outcomes in customized forms
- Connect department plans to division and institutional items
- Integrate assessment evidence, including direct and indirect measures
- Custom report wizard
- Export to Microsoft Word, Excel and Adobe PDF

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### Program Review (\*)

- Departmental review templates
- Document narratives and incorporate evidence of achievement
- Dashboard views to manage workflow
- Export to Microsoft Word and Adobe PDF
- CAS self-assessment guides included with student affairs and institutional license

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\*If Institution purchases the above module containing the CAS Standards, Campus Labs may share the Institution's name, address, and contact information with CAS.

### Insight

- Pre-built data models incorporate transaction and experiential data elements
- Create interactive dashboards, reports, and narratives
- Build metrics from select Campus Labs tools to expand data models
- Provide access and governance to users around data
- Connected defined student data to provide updated reporting values

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**XXXX** Letter code indicates licensing is included in this schedule

**---** Indicates licensing is not included in this schedule



## CAMPUS LABS, INC. LICENSE AGREEMENT

This Campus Labs, Inc. License Agreement (this “Agreement”) is entered into by and between:

**Kentucky State University**

located at

**400 E. Main Street**

**Frankfort, KY**

**40601**

(“the Institution”)

and

**Campus Labs, Inc.**

(“Campus Labs”)

located at

**210 Ellicott Street, Suite 200**

**Buffalo, NY 14203**

**Effective Date:**

**7/01/2016**

### 1. Definitions.

“**Agreement**” means this License Agreement, including the fee and license schedules (“Schedules”), any exhibit (“Exhibits”), or purchase order (“Purchase Order”) to the Agreement that are attached hereto as of the Effective Date (and any subsequent amendments that are mutually agreed to in writing by the parties). In the event of any conflict between the documents as mentioned herein, the order of precedence to resolve such conflict shall be the same as the document order set forth above.

“**Institution Data**” means any electronic data, information or material provided or submitted to Campus Labs through the Program(s) by Institution, or by Users (as the terms are defined below).

“**Government Rules**” means all applicable laws, regulations and rules promulgated by a state or the federal government, or any agency or department thereof.

“**License Term**” means the term during which Campus Labs will provide the Program(s) to Institution, as specified in this Agreement.

“**License Schedule(s)**” means the order documents representing the initial purchase of the Program(s) that are made a part of the Schedule(s) to this Agreement, specifying, among other things, licenses ordered during the License Term and the fees therefore.

“**Program(s)**” means the assessment, accreditation, planning, analytics, retention, and/or any other modules/programs and their specific components and assistance that are specified and selected on the License Schedule attached herein, which may include additional Licenses.

“**Users**” means Institution’s employees, representatives, consultants, contractors, volunteers, student, or agents who are authorized to use the Program(s) through user identification and passwords supplied by Institution (or by Campus Labs at Institution’s request).

### 2. Institution’s Use of Program(s) and Responsibilities.

**2.1 Access to Program(s).** During the License Term, Institution shall have access to the Program(s) set forth in the License Schedules, subject to this Agreement and the terms and conditions contained therein.

**2.2 License Grants.** Campus Labs grants Institution and its Users a non-exclusive, non-transferable, non-sublicenseable right to access and use the Program(s) for the purpose for which it is made available to Institution and otherwise in accordance with the terms of this Agreement.

**2.3 Use of the Program(s).** Campus Labs shall make the Program(s) available to Institution on the terms set forth in this Agreement and the License Schedules attached hereto. **Page 1 of 7**



Program(s) as described herein. By accessing the software or otherwise using the Program(s), Institution agrees to be bound by the terms of this license. The Program(s) are designed for collective reporting of Institution Data. This data is reported online to a database hosted and maintained by Campus Labs that provides secure access for Institution via Institution username(s) and password(s), and in some cases, is designed to be combined with other institutional datasets.

**2.4 Institution Use.** The Program(s) may only be used for lawful purposes, and any posting or transmission of data or other use of the Program(s) in violation of any applicable state, federal or other law is strictly prohibited. Campus Labs reserves the right to remove material that it deems harmful, obscene or in any way threatening to the safety, security, and enjoyment of its subscribers. Institution's licensed Users may use the Program only to access Institution's own data and to fulfill Institution's internal information processing needs. Institution may not sublicense, resell, publish, transmit, broadcast or otherwise distribute all or any portion of the Program to any person or entity, except as expressly set forth herein, or use it to process the data of a third party.

### **2.5 Institution Responsibilities.**

**2.5.1 Institution Use of Product.** Institution is responsible for all activities that occur under Institution's User accounts. Institution shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Institution Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Program(s), and notify Campus Labs promptly of any such unauthorized use; (iii) be responsible for acquiring and maintaining the software, equipment and communications Programs necessary to connect to the Program(s) and to download, print and otherwise process data delivered by the Program(s), and (iv) comply with all applicable local, state, federal, and foreign laws in using the Program(s); and (v) Pursuant to Section 4.4, Institution Data; acknowledges and understands that neither Campus Labs' Product, Campus Labs Technology, or systems are configured to directly or indirectly receive and store Institution Data, or any other information relating to: (a) government issued identifications, including, but not limited to, Social Security Numbers (in whole or in part) and Individual Taxpayer Identification Numbers; (b) unauthorized third party content; or (c) personal health information ("PHI"), and that Campus Labs is neither a "Covered Entity" nor a "Business Associate." As those terms are defined in Health Insurance Portability and Accountability Act ("HIPAA"). Institution agrees that Campus Labs may terminate this Agreement immediately, if Institution is found to be in violation of any party of any part of this provision.

**2.5.2 Institution Use Restriction.** Institution shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or Program(s); or (iv) interfere with or disrupt the integrity or performance of the Program(s) or the data contained therein.

**2.5.3 Institution Intellectual Property Restriction.** Institution shall not (i) modify, copy or make derivative works based on the Campus Labs Technology; (ii) disassemble, reverse engineer, or decompile any of the Campus Labs Technology; or (iii) "frame" or "mirror" any of Campus Labs' content which forms part of the Program(s) (other than on Institutions' own internal intranets). Institution shall have the limited right to create Internet links to or from the Program(s); however, Campus Labs reserves the right, at its reasonable discretion, to terminate the use of any and all link(s) to and from its Program(s).

**2.6 Technical & Support Program(s).** During the License Term, the Institution will have access to technical support and support Programs ("Standard Programs"). Included in Standard Programs are telephone and online support and consulting, professional development webinars, and available Program updates.

**2.7 Additional Programs.** Support Programs that are beyond the scope of Standard Programs may call for significant consultations, research, development, analysis, and/or on-site training ("Additional Programs"), unless otherwise specified in the License Schedule, will be charged to Institution as fees for such Program(s). In cases where requests made by Institution are not Standard Programs, but rather Additional Programs, such requests will be clearly identified as Additional Programs to Institution for approval before any fees are incurred.

### **3. Fees & Payment.**

**3.1 Annual Fees.** Institution agrees to pay Campus Labs an annual subscription fee for the Program(s) in an amount specified in the attached License Schedules, and any subsequent amendments for the purchase of additional products. Institution agrees to pay Campus Labs the annual subscription fee within thirty (30) days of the Effective Date of this Agreement. Thereafter, for the term of the Agreement, Institution agrees to pay Campus Labs the annual subscription fee on or before the anniversary of the Effective Date of each respective Page 2 of 7  
 Page 2 of 7  
 www.campuslabs.com



the pricing by a variance of 4% for each Program(s) on an annual basis for the term(s) of the Agreement.

**3.2 Invoicing & Payment.** Campus Labs shall invoice Institution for any and all fees relating to the Program(s), including any late charges, in accordance with the terms of the relevant License Schedule.

**3.3 Suspension of Program(s).** If Institution's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Campus Labs reserves the right after notice of overdue payment to Institution to suspend the Program(s) provided to Institution, without liability to Institution, until such amounts are paid in full.

**3.4 Taxes.** Campus Labs' fees are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature ("Taxes"), and Institution is responsible for payment of all Taxes, excluding only taxes based on Campus Labs' net income. If Campus Labs has the legal obligation to pay or collect taxes for which Institution is responsible pursuant to this Section 3.4, the appropriate amount shall be billed to and paid by Institution unless Institution provides Campus Labs with a valid tax exemption certificate authorized by the appropriate taxing authority.

**3.5 Billing & Contact Information.** Institution shall maintain complete, accurate and up-to-date Institution billing and contact information with Campus Labs.

#### 4. Proprietary Rights.

**4.1 Reservation of Rights.** Institution acknowledges that in providing the Program(s), Campus Labs utilizes: (i) the Campus Labs and OrgSync names, campuslabs.com and the orgsync.com domain names, the product names associated with the Program(s), OrgSync, and other trademarks; (ii) certain audio and visual information, documents, software and other works of authorship; (iii) any work product; including, but not limited to, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided to you in relation to the Program(s); and (iv) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, pre-existing or independently developed materials which are used in connection with the Program(s), and other tangible or intangible technical material or information (collectively, "Campus Labs Technology") and that the Campus Labs Technology is covered by intellectual property rights owned or licensed by Campus Labs, and derivatives thereof ("Campus Labs IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in the Campus Labs IP Rights are granted to Institution and all such rights are hereby expressly reserved.

**4.2 Institution Data.** As between Campus Labs and Institution, all Institution Data, whether posted by Institution or by third parties, remains the sole property of Institution. To the extent that Institution grants Campus Labs access to Institution Data, Institution shall restrict Campus Labs' access to such Institution Data except as necessary for Campus Labs to perform the Programs. Furthermore; Campus Labs may adapt, modify, add to, translate, manipulate, restructure, and reformat the Institution Data as necessary to create, modify, and maintain the course of using the Program(s). Institution Data shall be considered Confidential Information, subject to the terms of this Agreement. Campus Labs may access Institution's User accounts, including without limitation Institution Data, to respond to Program(s) or technical problems. At all times during and after the License Term, all data generated by Institution shall remain the exclusive property of Institution. If Institution should choose to utilize data sets to participate in any group or "benchmarking" projects, ownership of the resulting data sets will be governed by the written agreements associated with that project.

INSTITUTION IS SOLELY RESPONSIBLE FOR ALL INSTITUTION DATA AND OTHER DATA AND INFORMATION PROVIDED TO CAMPUS LABS OR RECEIVED BY OR COLLECTED FROM THE PROGRAM(S). CAMPUS LABS SHALL NOT BE LIABLE TO INSTITUTION OR ANY OF INSTITUTION'S USERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH INSTITUTIONAL DATA, AND OTHER INFORMATION PROVIDED TO CAMPUS LABS.

**4.3 Ownership of Contacts.** During and after the License Period, all Institution-specific contact sets (including, but not limited to, personal identifiers such as name, phone numbers, address, email address, identification numbers or identities of students or other Institution constituents, or date of birth) shall remain the exclusive property of the Institution and qualify as "Confidential" as defined below and subject to the restrictions of the Family Educational Rights and Privacy Act and regulations promulgated thereunder ("FERPA"). Institution and Campus Labs acknowledge that, by Campus Labs' provision of the Program(s), Campus Labs is a "school official" with "legitimate educational interests" under FERPA and Institution may disclose personally identifiable information ("PII") of students, as that term is defined under FERPA, to Campus Labs for limited use in connection with operating the Program(s). Campus Labs will not disclose student PII to third parties or use it for any purpose other than performing its obligations hereunder.

#### 5. Confidentiality.





**5.1 Definition of Confidential Information.** As used herein, “Confidential Information” means all information of a party (“Disclosing Party”) which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party (“Receiving Party”), including without limitation the terms and conditions of this Agreement, Institution Data, the Campus Labs Technology, the Program(s), business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Institution Data shall be deemed Confidential Information regardless of its written designation. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party’s breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party’s breach of any obligation owed to the Disclosing Party.

**5.2 Confidentiality.** The Receiving Party; including its employees, affiliates, or agents shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except as may be required to be disclosed under Government Rules or to comply with legal processes.

**5.3 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

**5.4 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## 6. Warranties & Disclaimers.

**6.1 Warranties.** Each party represents and warrants that: (i) it has the legal power to enter into this Agreement; and (ii) it is the owner of, has a license to use, or has secured necessary rights or permissions from any third party use of copyrights, patents, trademarks, trade secrets, or other intellectual property granted or conveyed herein, and that any rights, licenses, or other uses granted by such party do not infringe or misappropriate any right of any third party. Campus Labs represents and warrants that the Program(s) will perform substantially in accordance with the online Campus Labs help documentation under normal use and circumstances.

**6.2 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, CAMPUS LABS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CAMPUS LABS HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 7. Mutual Indemnification.

**7.1 Indemnification by Campus Labs.** Subject to this Agreement, Campus Labs shall defend, indemnify and hold Institution harmless against any cost, damage, liability (including without limitation reasonable attorneys’ fees) incurred in connection with claims demands, suits, or proceedings (“Claims”) made or brought against Institution by a third party (i) so far as they are based on a claim that the Program(s) infringes a U.S. copyright or existing U.S. patent issued as of the Effective Date; or (ii) arising from Campus Labs’ negligence or willful misconduct of this Agreement; provided, that Institution (a) promptly gives written notice of the Claim to Campus Labs; (b) gives Campus Labs sole control of the defense and settlement of the Claim (provided that Campus Labs may not settle or defend any Claim unless it unconditionally releases Institution of all liability); and (c) provides to Campus Labs, at Campus Labs’ cost, all reasonable assistance. Campus Labs shall have no obligations to Institution under this Section 7.1 Claims which arise from Institution’s or its User’s breach, negligence or willful misconduct of this Agreement, or from the unauthorized combination of the Program(s) with any of Institution’s products, Programs, hardware or business processes. If a Claim has occurred, or in Campus Labs’ opinion is likely to occur, Institution agrees to permit Campus Labs, at its option and expense, either to: (a) procure for Institution the right to continue using the Program(s); (b) replace or modify the Program(s) so that it becomes non-infringing; or (c) cease to provide the Program(s), and refund to Institution any prepaid fees for the discontinued Program(s) for the current annual term, reduced by one-twelfth of the amount thereof for each one-month period or part thereof during which Institution had use of the Program(s).

**7.2 Indemnification by Institution.** Subject to this Agreement, Institution shall defend, indemnify and hold Campus Labs harmless against any cost, damage, liability (including without limitation reasonable attorneys’ fees) incurred in connection with claims demands, suits, or proceedings (“Claims”) made or brought against Campus Labs by a third party (i) so far as they are based on a claim that the Program(s) infringes a U.S. copyright or existing U.S. patent issued as of the Effective Date; or (ii) arising from Institution’s negligence or willful misconduct of this Agreement; provided, that Campus Labs (a) promptly gives written notice of the Claim to Institution; (b) gives Institution sole control of the defense and settlement of the Claim (provided that Institution may not settle or defend any Claim unless it unconditionally releases Campus Labs of all liability); and (c) provides to Institution, at Institution’s cost, all reasonable assistance. Institution shall have no obligations to Campus Labs under this Section 7.2 Claims which arise from Institution’s or its User’s breach, negligence or willful misconduct of this Agreement, or from the unauthorized combination of the Program(s) with any of Institution’s products, Programs, hardware or business processes. If a Claim has occurred, or in Institution’s opinion is likely to occur, Campus Labs agrees to permit Institution, at its option and expense, either to: (a) procure for Institution the right to continue using the Program(s); (b) replace or modify the Program(s) so that it becomes non-infringing; or (c) cease to provide the Program(s), and refund to Institution any prepaid fees for the discontinued Program(s) for the current annual term, reduced by one-twelfth of the amount thereof for each one-month period or part thereof during which Institution had use of the Program(s).



with Claims made or brought against Campus Labs by a third party (i) alleging that Institution Data, or the use thereof by either party, has caused harm to a third party or infringes the intellectual property rights of a third party; (ii) relating to the Institution Data or the Institution's breach of the obligations, set forth in Sections 2 above or otherwise relating to the Users use or misuse of the Program(s); or (iii) arising from Institution's negligence or willful misconduct of this Agreement; provided, that Campus Labs (a) promptly gives written notice of the Claim to Institution; (b) gives Institution sole control of the defense and settlement of the Claim (provided that Institution may not settle or defend any Claim unless it unconditionally releases Campus Labs of all liability); and (c) provides to Institution, at Institution's cost, all reasonable assistance. Institution shall have no obligations to Campus Labs under this Section 7.2 to the extent such Claims arise from Campus Labs' negligence or willful misconduct of this Agreement, Campus Labs' negligent use of Institution's Data, or Institution's use of Institution Data as authorized and contemplated by this Agreement. The foregoing indemnity shall not apply to any infringement arising out of any use of the Program(s) in any manner not authorized herein.

**7.3 Security Breach.** In the event that the failure of either party (the "breaching party") to implement and maintain appropriate safeguards results in a breach of the security of the Disclosing Party's Confidential Information, the breaching party shall, at its expense, provide any consumer notification required by Government Rules.

## 8. Limitation of Liability.

**8.1 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AGGREGATE AMOUNT OF ANNUAL SUBSCRIPTION FEES PAYABLE OVER THE CURRENT TERM OF THIS AGREEMENT.

**8.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR PROGRAMS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

**8.4 External, Third Party Technology.** During the License Term, Institution may choose to leverage technical platforms, tools and support from independent third parties to enhance the Program(s), such as offerings from Apple, API, and others (the "Third Parties"). In these cases, certain information provided by Institution to these Third Parties may be transmitted, posted, and/or used by these Third Parties in accordance with the respective Terms of Programs of such Third Parties and may be governed under these separate agreements. Such Third Parties shall not limit the Institution's right or relieve it from any duties or liabilities hereunder. Campus Labs is independent of any such Third Parties and makes no representation or warranty concerning them or their actions or technology; all of which shall remain Institution's sole risk and responsibility and Campus Labs disclaims any and all responsibility or liability in connection therewith.

## 9. License Term & Termination.

**9.1 License Term of Agreement and Renewal(s).** The initial term of this Agreement will end on the third anniversary of the Effective Date as specified in Schedule A and subsequent amendments thereto. This Agreement will automatically extend for three (3) additional three-year periods, unless at least 120 days prior to the end of the current term, either party notifies the other party in writing of its desire not to extend the Term of this Agreement.

**9.2 Term of Use.** Institution agrees that the License Term for each respective module listed in the License Schedule attached hereto as Schedule A or in any additional License Schedule(s), shall commence on the Effective Date. Institution agrees to pay Campus Labs the annual Institution fee for each respective module by each anniversary of the Effective Date during the Term of this Agreement. Campus Labs will invoice Institution for the annual Institution fee(s) no later than thirty (30) days prior to the anniversary of the Effective Date of this Agreement. Institution licenses shall continue for the License Term specified in the relevant License Schedule.

**9.3 Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period. Upon any termination



for cause by Institution, Campus Labs shall refund Institution any prepaid fees for the period after the date of termination.

**9.4 Return of Institution Data.** Upon written request by Institution within ninety (90) days of the effective date of termination, Campus Labs shall make available to Institution a file of Institution Data. After such ninety (90) day period, Campus Labs shall have no obligation to maintain or provide any Institution Data.

**9.5 Surviving Provisions.** The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 3, 4 (excluding Sections 4.2 and 4.4), 5, 6, 7, 8, 9 and 10.

## **10. General Provisions**

**10.1 Notices.** All notices under this Agreement shall be in writing and delivered in person, by courier, by facsimile (receipt acknowledged), by postage prepaid first class, certified or registered mail, electronic mail, and addressed as provided below the signatures to this Agreement.

**10.2 Waiver & Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.3 Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, the remainder of this Agreement shall not be impaired, and each provision shall continue in full force, and shall be enforceable to the fullest extent permitted by law and consistent with the present goals and intent of the parties.

**10.4 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted assignment or delegation in contravention of this Section shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement without consent of the other party to any person who succeeds by merger, acquisition or otherwise. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.5 Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Delaware, without regard to its conflict of law provisions.


**10.6 Force Majeure.** Neither party shall be in default nor liable for any failure in performance or loss or damage under this Agreement due to any cause beyond its control.

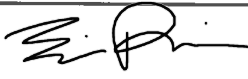
**10.7 Entire Agreement & Construction.** This Agreement, License Schedules, and subsequent Amendments constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be amended, except by an agreement in writing which is signed by authorized representatives of Campus Labs and Institution.

*[Signatures are located on the following page]*



IN WITNESS WHEREOF, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.

\_\_\_\_\_  
Kentucky State University  
By:   
Name: GENEVA M. THOMAS  
Title, Department: ASSOC. VP, ACADEMIC ASSISTANT & EVAL.  
Date: 6/13/16

\_\_\_\_\_  
Campus Labs, Inc.  
By:   
Name: Eric Reich  
Title: President  
Date: June 14, 2016

**Payment Details:** Upon receipt of executed documentation by fax or scan, an invoice will be provided from Campus Labs via email. All payments are due "net 30" upon receipt of invoice. All payments are due in US Dollars.



**Schedule A**

(Quote valid for 30 days)

**Quote Date** 5/6/2016  
**Reference #** KYSU050616  
**Contract Years** 3  
**FTE** 1,800

**Kentucky State University**  
 400 E. Main Street  
 Frankfort, KY 40601

**Contact:** Deneia Thomas. PhD  
**Title:** Asst. VP, Academic Affairs  
**Phone:** 502-597-5531  
**Email:** deneia.thomas@kysu.edu

**Representative:** Andrew Lyle  
**Email:** alyle@campuslabs.com  
**Phone:** 716-270-0000 Ext. 7670

Ver. 15-12-M

Description	Price	Start	2016		2017		2018	
			07/01/16-06/30/17	07/01/17-06/30/18	07/01/18-06/30/19			
<b>Renewal</b> SACS Accreditation*	\$ 4,155	2016	\$ 3,698	\$ 4,321	\$ 4,494			
<b>New</b> Assessment Toolset, Course Evaluations with IDEA, Data Anyalytics Toolset, CollegiateLink	\$ 111,899	2016	\$ 111,899	\$ 116,375	\$ 121,030			
1 day on-site training	\$ 4,000		\$ 4,000					
<b>Annual Price</b>			\$ 119,597	\$ 120,696	\$ 125,524			
<b>Implementation</b>			\$ 20,633					
<b>Multi-Products Discount</b>			\$ (12,800)	\$ (9,310)	\$ (9,682)			
<b>Net Annual Price</b>			\$ 127,430	\$ 111,386	\$ 115,842			
<b>Total Contract Price</b>					\$ 354,658			

\*Existing SACS Accreditation subscription renewal anniversary is August 10 each year. In order to shift that to align with the June 1 renewal date of newly added componets, the 2016 amount is prorated to cover service from 08/10/16 - 06/30/17, or 89% of one year.

*[Signature]* June 14, 2016

**Campus Labs:** *[Signature]* 6/14/16 7/1/2016 6/30/2019  
 Accepted by Date Effective Date Expiration Date

**Institution:** Kentucky State University 6/14/16  
 Accepted by Date

**A**  
License Schedule

## Product and Licensing Information - Schedule B

Increase coordination in carrying out your academic mission, enhance your understanding of student success, and apply data to take purposeful action toward improvement.

Campus Labs offers a comprehensive academic affairs solution focused on student learning and inclusive of functionality for strategic planning, assessment collection, and outcomes reporting. Your institution can use the Campus Labs platform to more effectively measure learning and development, conduct program reviews, compile achievement reports, highlight faculty credentials, create curriculum maps, and conduct online course evaluations.

### Benefits and Features:

- Set strategic directions by documenting goals, identifying action plans, and creating success criteria
- Document the General Educational curriculum by cataloging outcomes, connecting course objectives to programs, and establishing appropriate learning measures
- Manage resource allocations by apportioning funds for initiatives, assigning resources to strategic decisions, and tracking resource utilization over progress achieved
- Ensure accreditation progress by collecting narratives, uploading evidence, and managing submission workflow
- Collect course and program-level data from course evaluations, course-embedded assessments, and student assignments
- Integrate student experience data including metrics from academic services, student perceptions of campus climate, and both student service hours and experiences
- Measure learning outcomes using pre- and post-tests, student reflections, and rubrics
- Determine effectiveness through employer and alumni assessments, job placement statistics, and internship or clinical experience data
- Conduct program review in order to determine program strengths, opportunities, quality, and impact
- Foster institutional effectiveness by documenting departmental contributions toward the institution mission and tracking progress toward strategic goals and priorities
- Create a comprehensive view of student learning inside and outside of the classroom with curricular and co-curricular data
- Organize and report on faculty credentials including teaching assignments, research and service activities, qualifications, and professional development experiences
- Generate curriculum maps showing the connection between courses and learning outcomes in order to highlight gaps between the curriculum and course objectives



## Product and Licensing Information - Schedule B

Enhance your efforts to create a student experience that is engaging, supportive, and success-oriented by centralizing, organizing, and increasing student involvement opportunities.

Campus Labs offers a comprehensive student engagement solution that provides institutions with the ability to manage student co-curricular organizations, curriculums, programs, events, and services—all as a part of encouraging growth and development for students as they engage in these co-curricular activities. Your institution can also use the Campus Labs platform in areas across the entire institution in order to achieve a variety of needs related to the academic or co-curricular student experience.

### Benefits and Features:

- Integrate with your student information system (SIS) or enterprise resource planning (ERP) system through secure file transfer protocol (SFTP) or application programming interface (API) methods designed to securely facilitate faculty and staff access to student and operational data
- Empower students to manage and grow their organizations through online tools that allow them to customize their organization profiles, manage rosters, store files and photos, and integrate with common social media platforms
- Enhance administrative processes with tools for carrying out online organization registration, conducting campus-wide elections, or collecting budgets and allocating student activities fee monies
- Broadcast communications and messages to a wider audience using communication tools for mass e-mailing, text messaging, and posting to news tickers, message boards, and a virtual flyer-board
- Spread awareness of opportunities through organization-specific or campus-wide event calendars
- Track program participation by sending out invitations, monitoring RSVP status, and collecting attendance data using card-swipe or barcode readers—or upload data from external systems or paper sign-in sheets
- Approve service hours completed by organization members and track the overall economic impact of student community engagement in your local area
- Automate the tracking of student progress across certification programs, curriculums, orientation task assignments, and other student affairs initiatives such as passport programs, first year experiences, and even campus-wide experience programs
- Produce co-curricular transcripts that showcase students' areas of involvement, learning experiences, or overall outstanding achievements
- Align involvement opportunities with institutional, divisional, or departmental learning outcomes
- Export reports for reference and assessment related to organization membership, student participation, service hour completion, financial transactions, event listings, and more



## THE IDEA CENTER, INC. LICENSE AGREEMENT

This IDEA Center, Inc. Student Ratings of Instruction (SRI) agreement is entered into between Kentucky State University, located 400 E. Main Street, Frankfort, KY 40601 (the "Institution") and The IDEA Center, Inc. (IDEA), located at 301 South 4th Street, Manhattan, KS 66502.

1. Definitions. In addition to the definitions provided in the Campus Labs, Inc. License Agreement, the following definitions apply.

"SRI" means the IDEA Student Ratings of Instruction system, including the Diagnostic Form, the Short Form, and the Faculty Information Form.

"SRI Data" means any electronic data, information or material provided or submitted to Campus Labs, Inc. or IDEA through the use of the SRI by the Institution.

"Student Information" means any data provided by the student in completion of the SRI, including responses and written comments.

2. Use of the SRI.

The SRI will be treated as an extension of the Course Evaluation Program available through Campus Labs, Inc.. The Institution shall therefore have access to the SRI as defined in the "Program" section of Campus Labs, Inc. License Agreement.

3. Fees and Payment.

For online services, fees and payment for the SRI will be administered by Campus Labs, Inc. and will be subject to the Fees and Payment section of the Campus Labs, Inc. License Agreement. For all other services (e.g., paper administration, paper forms, shipping, consulting services provided by IDEA, special reports not outlined in this Agreement, etc.), fees will be billed directly to Institution by IDEA, subject to the terms and conditions expressed on the IDEA invoice.

4. Proprietary Rights

4.1. Reservation of Rights. Other than as expressly set forth in this agreement, no license or other rights concerning IDEA and the SRI are granted to the Institution, and all such rights are expressly reserved.

4.2 License Grants. IDEA grants Institution a non-exclusive, non-transferable, non-sublicenseable right to access and use the SRI for the purpose for which it is made available to Institution and otherwise in accordance with the terms of this Agreement.

4.3 Restrictions. Institution shall not modify, copy or make derivative works based on the SRI, except to add questions of the Institution's own design as allowed by the Program.

4.4 Institution Data. Institution data is the property of Institution. However, IDEA will utilize the data produced through this relationship for the purpose of establishing benchmark, peer, and national comparative data and conducting research. In the use of Institution data, IDEA will not identify the Institution or individuals at the Institution, and will take reasonable precautions to ensure that data from the Institution will remain disassociated from the Institution.

4.5 Ownership of Contacts. During and after the License Period, all Institution-specific contact sets (including email address, identification numbers or identities of students or other Institution constituents) shall remain the exclusive property of the Institution and qualify as "Confidential" as defined below and subject to the restrictions of the Family Educational Rights and Privacy Act and regulations promulgated thereunder ("FERPA"). Institution and IDEA acknowledge that, by IDEA's provision of the SRI, IDEA is a "school official" with "legitimate educational interests" under FERPA and Institution may disclose personally identifiable information ("PII") of students, as that





term is defined under FERPA, to IDEA for limited use in connection with delivering the SRI. IDEA will not disclose student PII to third parties or use it for any purpose other than performing its obligations hereunder.

5. Confidentiality.

5.1. Definition of Confidential Information. Confidentiality as defined by the Campus Labs, Inc. License Agreement is applicable to the use of the SRI as well.

5.2. Confidentiality of Student Information. The ability to connect Student Information to an individual student will remain confidential from the Institution to protect student confidentiality and the integrity of the SRI.

5.3. Disclosure of Student Information. Upon written request from an Officer of the Institution, IDEA will disclose to the Institution student information associated with a specific response or set of responses, when it is deemed by the Institution and agreed upon by IDEA that such disclosure is warranted. Because student belief in confidentiality is critical to the integrity of responses given, IDEA will only agree to disclosure of student information associated with a set of responses when the responses clearly violate a code of conduct set forth by the Institution.

6. Indemnification.

6.1. Use of Data in Personnel Decisions. Institution shall hold IDEA harmless for personnel decisions made using data provided by IDEA, and holds IDEA harmless from any and all liability for injury or damages arising out of the Institution's use or non-use of data provided by IDEA.

6.2. Use of SRI. Institution recognizes that IDEA is the provider of the SRI system only under the terms of this Agreement, and agrees to hold IDEA responsible only for the SRI and associated data.

6.3. IDEA shall hold Institution harmless for any decisions made using data provided by IDEA, and holds Institution harmless from any and all liability for injury or damages arising out of the Institution's use or nonuse of data provided by IDEA, provided that the Institution has reasonably adhered to IDEA's recommendations on the legitimate use of IDEA data. More information available for review at [www.IDEAedu.org](http://www.IDEAedu.org).

7. License Term and Termination.

7.1 License Term of Agreement, Use, and Renewals. This Agreement is in conjunction with Institution's Agreement with Campus Labs, Inc., with the same License Term of Agreement, Use, and Renewals stipulations as outlined in Sections 9.1 and 9.2 of the Campus Labs, Inc. License Agreement.

8. General Provisions.

8.1. Notices. All notices under this Agreement shall be in writing and delivered either through electronic or printed means to the addresses provided below the signatures to the Agreement.

8.2. Assignment. No party shall assign this Agreement to a third party without the prior written consent of the other party.



IN WITNESS WHEREOF,

Institution Name: Kentucky State University

Institution Address: 400 E. Main Street, Frankfort, KY 40601

Signature: 

Name: GENEVA M. THOMAS

Title: ASSOC. VP ACADEMIC, ASSMT. & EVAL.

Date: 6/13/16

The IDEA Center, Inc.  
301 South 4th Street, STE 200  
Manhattan, KS 66502

Signature:   
F6E2E987BE384A9...

Name: Ken Ryalls, Ph.D.

Title: President

Date: 6/21/2016



### Campus Labs Billing Information Form

Relevant Information for Procurement/Finance

**Primary Contact Information**

Institution Name: Kentucky State University

Primary Contact: Deneia Thomas, PhD  
 Title: Asst. VP, Academic Affairs

Mailing Address: 400 E. Main Street  
Frankfort, KY 40601

City, ST ZIP: \_\_\_\_\_

Phone: 502-597-5531 Fax: 502-597-6409

Email: deneia.thomas@kysu.edu

Send invoices to my attention: Yes  No

**Billing Information (if different than above)**

Billing Contact: DENEIA M. THOMAS  
 Title: ASSOC. VP, Academic Assmt. & Eval

Mailing Address: Kentucky State University  
400 E. MAIN STREET, 202 HOME HALL

City, ST ZIP: FRANKFORT, Ky 40601

Phone: 502-597-5531 Fax: 502-597-6409

Email: deneia.thomas@kysu.edu

Will Campus Labs be issued a PO for this requisition? Yes  No

Is a Campus Labs invoice required for PO generation? Yes  No

PO number is provided: \_\_\_\_\_

Campus Relations Contact: Andrew Lyle

T: 716.270.0000  
F: 716.652.2689

210 Ellicott Street, Suite 200  
Buffalo, NY 14203

**CAMPUS LABS, INC. LICENSE AGREEMENT AMENDMENT**  
This License Agreement (“LICENSE”) is an agreement between the,

**Kentucky State University**  
located at  
**400 E Main St**  
**Frankfort, KY 40601**  
 (“the Institution”)  
and  
**Campus Labs, Inc.**  
 (“Campus Labs”)  
located at  
**298 Main Street, Suite 600**  
**Buffalo, NY 14202**

**FIRST AMENDMENT TO THE LICENSE AGREEMENT**

This First Amendment to the License Agreement (hereinafter “**Amendment**”), is entered into as of the First day of December 2018 (“**Effective Date**”), by and between Kentucky State University (hereinafter “**Institution**”), and Campus Labs, Inc., located at 298 Main Street, Suite 600, Buffalo, NY 14202 (hereinafter “**Campus Labs**”).

WHEREAS, Institution and Campus Labs are parties to a License Agreement, effective as of July 1, 2016 (hereinafter “**Agreement**”); and any subsequent Addendums and Amendments, which identify the Programs and Services to be performed in the Agreement;

WHEREAS, Institution and Campus Labs now wish to amend and revise the Agreement for purposes of adding the Beacon with Insight Program to the Agreement (hereinafter “**Program(s)**”).

NOW, THEREFORE, the parties do hereby amend the Agreement in the following respects:

1. Institution engages and authorizes Campus Labs to provide services, as described below and attached herein.
2. Notwithstanding anything contrary contained in the Agreement or subsequent amendments thereto, the initial term of the Program(s) will end as set forth in the License Schedule A-I, attached herein. This Schedule will automatically extend for three (3) additional three-year periods, unless at least 120 days prior to the end of the current term of this Schedule, either party notifies the other party in writing of its desire not to extend the term of this Schedule.
3. The Term and Fees to Schedule A-I shall be added to the Agreement for purposes of adding the Program(s), as attached herein.
4. The Product and Licensing Information to Schedule B-I shall be added to the Agreement for purposes of adding the Program(s), as attached herein.

5. Section 1, ‘Agreement,’ of the Agreement’s terms and conditions shall be removed and replaced with the following provision:

“**Agreement**” means this License Agreement, including the fee and license schedules (“**Schedules**”), any exhibit (“**Exhibits**”), or purchase order (“**Purchase Order**”) to the Agreement that are attached hereto as of the Effective Date (and any subsequent amendments that are mutually agreed to in writing by the parties). In the event of any conflict between the documents as mentioned herein, the order of precedence to resolve such conflict shall be the same as the document order set forth above. The License Agreement shall not accept other terms and conditions unless mutually agreed upon and signed by both parties.”


6. This Amendment may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same Amendment. The parties' execution and delivery of this Amendment by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.

7. Except as modified herein, all other provisions of the Agreement, including all other addendums, terms and conditions set forth in the Agreement, shall continue and remain in full force and effect.


Effective Date:  
December 1, 2018

IN WITNESS WHEREOF, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.

Kentucky State University

By:   
Name: DOUGLAS R. ALLEN II  
Title, Department: VICE PRESIDENT FINANCE + ADMINISTRATION / CFO  
Date: 11-14-18

Campus Labs, Inc.

By:   
Name: Eric Reich  
Title: President  
Date: November 14, 2018

## Product and Licensing Information - Schedule B-I

Provide an advanced reporting and notification system, enhanced with predictive analytics, that enables academic and advising staff to maintain visibility into student-specific or cohort-wide information and to more effectively provide student guidance or intervention.

Campus Labs offers a comprehensive retention and success solution that provides institutions with the ability to predict, alert, coordinate, and act on information vital to promoting positive student success trends. Your institution can use the Campus Labs platform to collect and report on student non-cognitive indicators, early academic performance data, professional observations, support program usage, co-curricular engagement levels, and student self-reflections.

### Benefits and Features:

- Identify students who are at-risk or might not otherwise be identified as such using traditional risk assessment metrics
- Enable advisors and support staff to quickly get the full picture on a student's success story including information collected from inside and outside of the classroom
- Create targeted interventions by identifying students who might benefit from support programs such as career advising, tutoring, or remedial study skill training
- Carry out intervention activities and case management procedures with organizational and tracking tools
- Use data visualizations and reports to guide student programming and outreach
- Collect non-cognitive data by delivering the *Students Strengths Inventory*® (SSI), an instrument designed to develop data-driven, evidence-based success solutions for first-generation students
- Support students after their first year of enrollment by delivering the *Continuing Student Assessment* (CSA), an instrument designed to complement the SSI
- Provide students, faculty, and staff with scores and recommendations based on a variety of scales representing motivation factors known to influence student outcomes
- Help students identify their own strengths or weaknesses relative to their college transition and encourage them to avail themselves of support or opportunities for growth
- Integrate with your student information system (SIS) or enterprise resource planning (ERP) system through secure file transfer protocol (SFTP) or application programming interface (API) methods designed to securely facilitate advisor and support staff access to student demographic and academic data
- Allow faculty to view profiles or quickly create student updates, alerts, or encouragements (with options to notify others who support student as well) from within the learning management system (LMS)
- Aggregate data from multiple sources including existing or legacy systems, student assessments, or other Campus Labs tools



Kentucky State University  
400 E. Main Street  
Frankfort, KY 40601

Contact **Dr. Stashia Emanuel**  
Title **Vice Provost Academic Affairs**  
Phone **(502) 597-5117**  
Email **stashia.emanuel@kysu.edu**

Representative **Tina Michalowski**  
Email **tmichalowski@campuslabs.com**  
Phone **716.270.0000**

Quote valid for 30 days  
Quote Date **11/12/2018**  
Enrollment **1,454**  
Contract Years **5**

**Schedule A-1**

Description	Annual Price	Start	V16-10-B				
			2018	2019	2020	2021	2022
Beacon \$	26,650	2018	\$ 26,650	\$ 27,450	\$ 28,274	\$ 29,122	\$ 29,995
Onsite Training \$	3,000	2018	\$ 3,000	\$	\$ 3,000	\$	\$
Price \$			29,650	27,450	31,274	29,122	29,995
Implementation \$			4,000				
Discount \$			(3,200)	(3,294)	(3,393)	(3,495)	(3,599)
Net Price \$			30,450	24,156	27,881	25,627	26,396

*[Signature]*

Campus Labs

Accepted by

November 14, 2018

Date

12/1/2018

Effective Date

11/30/2023

Expiration Date

Institution

*[Signature]*

Accepted by

11-16-18

Date

A-1

License Schedule

Refer to Campus Labs License Agreement for terms and conditions

Refer to Schedule B-1 Addendum for license and product information

## Product and Licensing Information - Schedule B-I

Guide strategic planning, program review, assessment management, learning outcome assessment, and preparation for accreditation using integrated analytics and visualizations to gain a deeper understanding of the student experience across campus and what actions you can take to effectively improve programs and services in the future.

Campus Labs offers a comprehensive institutional effectiveness analytics and decision-making solution that provides institutions with the ability to view campus-wide student trends and the specific factors that impact them using a highly interactive data analysis, visualization, and self-service business intelligence tool. Your institution can use the Campus Labs® platform to access robust data mining capabilities powered by pre-built data models and a portfolio of pre-set analytics designed to address departmental, divisional, and institutional goals.

### Benefits and Features:

- Promote effective student data management by centralizing business intelligence functions
- Incorporate data from enterprise resource planning (ERP) and learning management systems (LMS)
- Enable users to view progress on key measures from any Campus Labs solution
- Grant user-specific permissions to control access to campus-wide data
- Produce strategic plans, annual reports, and assessment plans to document progress toward goals, objectives, and outcomes
- Define templates, customize terminology, and determine the student performance results scale and data fields required in order to adhere to existing assessment policies
- Input strategic goals at the institution or division level and outcomes assessments at the unit, program, and course level
- Author and store narratives about achievements and improvements at the division, department, or program level
- Provide a centralized, accessible location for new assessment activities and data, or upload data from historical datasets, paper assessments, or past national studies
- Utilize data models that are built around both structured and unstructured data
- Use data mining tools to help users recognize patterns and their causes
- View metrics data and track progress through customizable dashboards
- Utilize up-to-date and pre-loaded templates for regional, national, or program-specific accreditation agency submissions
- Provide accreditation agencies or evaluators with a CD/DVD or USB flash drive with archival copy of your report and all associated artifacts
- Gather direct measures of student learning, progress, and competency with rubrics
- Search for faculty members based on disciplines, degrees, certifications, experience, or tenure status—and access faculty profiles complete with transcripts, CVs, syllabi, publications, research or service activities, and other uploaded materials
- Enable internal and external reviewers to view self-study reports and documentation anytime, anywhere
- Map outcomes to course offerings as part of a curriculum mapping process
- Generate customized reports which bring together campus-wide information
- Add context to reports with a narrative authoring tool that includes the ability to embed data visualizations
- Define context-specific filters for existing data visualizations to create tailored, report-specific views
- Create cohesive stories for dashboards and narratives with built-in presentation deck generator
- Share interactive, web-based versions of decks with executive leadership and other stakeholders
- Provide access to data analytics and visualizations tools on both desktop and mobile devices



**Campus Labs Billing Information Form**

Relevant Information for Procurement/Finance

Primary Contact Information	
Accounts Payable Email: (Required)	<u>accmpts. payable @ kysu. edu</u>
Institution Name:	<u>Kentucky State</u>
Primary Contact:	<u>Dr. Stashia Emanuel</u>
Title:	<u>Vice Provost Academic Affairs</u>
Mailing Address:	<u>400 E. Main Street</u> <u>Frankfort, KY 40601</u>
Phone:	<u>502) 597-5117</u> Fax: _____
Email:	<u>stashia.emmanuel@kysu.edu</u>
Send invoices to my attention:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Billing Information (if different than above)	
Billing Contact:	_____
Title:	_____
Mailing Address:	_____ _____
City, ST ZIP:	_____
Phone:	_____ Fax: _____
Email:	_____
Will Campus Labs be issued a PO for this requisition?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is a Campus Labs invoice required for PO generation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
PO number is provided:	_____

Campus Labs Contact: Tina Michalowski

T: 716.270.0000

298 Main Street, Suite 600

F: 716.652.2689

Buffalo, NY 14202

[www.campuslabs.com](http://www.campuslabs.com)

**CAMPUS LABS, INC. LICENSE AGREEMENT AMENDMENT**

This License Agreement ("LICENSE") is an agreement between the,

**Kentucky State University**

located at

**400 E Main St**

**Frankfort, KY 40601**

("the Institution")

and

**Campus Labs, Inc.**

("Campus Labs")

located at

**298 Main Street, Suite 600**

**Buffalo, NY 14202**

RECEIVED JUN 06 2019

**SECOND AMENDMENT TO THE LICENSE AGREEMENT**

This Second Amendment to the License Agreement (hereinafter "**Amendment**"), is entered into as of the First day of July 2019 ("**Effective Date**"), by and between Kentucky State University (hereinafter "**Institution**"), and Campus Labs, Inc., located at 298 Main Street, Suite 600, Buffalo, NY 14202 (hereinafter "**Campus Labs**").

WHEREAS, Institution and Campus Labs are parties to a License Agreement, effective as of July 1, 2016 (hereinafter "**Agreement**"); and any subsequent Addendums and Amendments, which identify the Programs and Services to be performed in the Agreement;

WHEREAS, Institution and Campus Labs now wish to amend and revise the Agreement for purposes of renewing the Campus Labs Enterprise Program(s) to extend the license to the Agreement (hereinafter "**Program(s)**").

NOW, THEREFORE, the parties do hereby amend the Agreement in the following respects:


1. Institution engages and authorizes Campus Labs to provide services, as described below and attached herein.
2. Notwithstanding anything contrary contained in the Agreement or subsequent amendments thereto, the initial term of the Program(s) will end as set forth in the License Schedule A-II, attached herein.
3. The Term and Fees to Schedule A-II shall be added to the Agreement for purposes of renewing the Program(s), as attached herein.
4. The Product and Licensing Information to Schedule B-II shall be added to the Agreement for purposes of renewing the Program(s), as attached herein.
5. This Amendment may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same Amendment. The parties' execution and delivery of this Amendment by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.
6. Except as modified herein, all other provisions of the Agreement, including all other addendums, terms and conditions set forth in the Agreement, shall continue and remain in full force and effect.

**Effective Date:**  
**July 1, 2019**

**IN WITNESS WHEREOF**, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.


**Kentucky State University**

---

By:   
Name: DOUGLAS R. ALLEN II  
Title, Department: EVP FINANCE + ADMINISTRATION / CFO  
Date: \_\_\_\_\_

**Campus Labs, Inc.**

---

By:   
Name: Eric Reich  
Title: President  
Date: 6/28/2019



Schedule A-II

Quote Date 5/31/2019

Contract Months 36

Enrollment 1,454

Kentucky State University  
400 East Main Street  
Frankfort, KY 40601

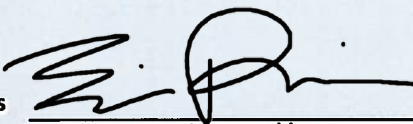
Contact **Dr. Michael Dailey**  
Title Dir Distance Learning/Inst. Design  
Phone 502-597-6238  
Email [Michael.Dailey@kysu.edu](mailto:Michael.Dailey@kysu.edu)

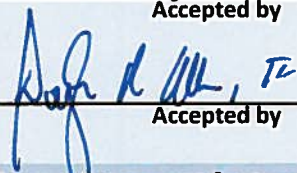
Representative **Tina Michalowski**  
Email [tmichalowski@campuslabs.com](mailto:tmichalowski@campuslabs.com)  
Phone 716-652-9400

V16-10-B

Description	Annual Price	Start	2019	2020	2021
Campus Labs Enterprise	\$ 130,545	2019	\$ 130,545	\$ 135,767	\$ 141,197

Price	\$ 130,545	\$ 135,767	\$ 141,197
Multi Product Discount	\$ (15,665)	\$ (16,292)	\$ (16,944)
Total Cost	\$ 114,880	\$ 119,475	\$ 124,253
		\$ 358,608	

Campus Labs  6/28/2019  
Accepted by \_\_\_\_\_ Date \_\_\_\_\_

Institution  6-11-19  
Accepted by \_\_\_\_\_ Date \_\_\_\_\_

7/1/2019 6/30/2022  
Effective Date Expiration Date

A-II  
License Schedule

Refer to Campus Labs License Agreement for terms and conditions

Refer to Schedule B-II Addendum for license and product information

## Product and Licensing Information - Schedule B-II

Campus Labs offers a comprehensive enterprise solution focused on student learning and inclusive of functionality for strategic planning, assessment collection, and outcomes reporting. Your institution can use the Campus Labs® platform to more effectively measure learning and development, conduct program reviews, compile achievement reports, create curriculum maps, and conduct online course evaluations.

You will be able to enhance your efforts to create a student experience that is engaging, supportive, and success-oriented by leveraging assessment, co-curricular tracking, and predictive analytics. Included is an advanced reporting and notification system, that enables academic and advising staff to maintain visibility into student-specific or cohort-wide information and to more effectively provide student guidance or intervention.

Finally, you will have the ability to view campus-wide trends and the specific factors that impact them using a highly interactive data analysis and visualization tools. Your institution can use the Campus Labs platform to access robust data mining capabilities powered by pre-built data models and a portfolio of pre-set analytics designed to address departmental, divisional, and institutional goals.

### Benefits and Features:

- Set strategic directions by documenting goals, identifying action plans, and creating success criteria
- Evaluate the educational curriculum by cataloging outcomes, connecting course objectives to programs, and establishing appropriate learning measures.
- Generate curriculum maps showing the connection between courses and learning outcomes in order to highlight gaps between the curriculum and course objectives
- Manage resource allocations by apportioning funds for initiatives, assigning resources to strategic decisions, and tracking resource utilization over progress achieved
- Ensure accreditation progress by collecting narratives, uploading evidence, and managing submission workflow
- Provide a centralized, accessible location for new assessment activities and data, or upload data from historical datasets, paper assessments, or past national studies
- Collect course and program-level data from course-embedded assessments, and student assignments
- Integrate student experience data including metrics from academic services, student perceptions of campus climate, and service hours and experiences
- Conduct program review in order to determine program strengths, opportunities, quality, and impact
- Create a comprehensive view of student learning inside and outside of the classroom with curricular and co-curricular data
- Collect evaluation data using the IDEA Student Ratings of Instruction® (SRI) instrument which is designed to control for extraneous circumstances (e.g., class size or student motivation), provide comparative scores, and provide actionable steps to improve learning
- Establish appropriate measures of student and faculty classroom performance using the Diagnostic Feedback, Teaching Essentials, and Learning Essentials instruments designed to collect summative and formative feedback about student progress on relevant course objectives, instructor teaching methods, and student impressions of their course experience

- Enable advisors and support staff to quickly get the full picture on a student's success story including information collected from inside and outside of the classroom
- Allow faculty to view profiles or quickly create student updates, alerts, or encouragements (with options to notify others who support the student as well) from within the learning management system (LMS)
- Collect non-cognitive data by delivering the Students Strengths Inventory© (SSI), an instrument designed to develop data-driven, evidence-based success solutions for students
- Carry out direct and indirect assessment practices using online surveys, audience feedback tools, and rubrics
- Participate in national studies related to areas such as campus safety, career preparation, mental health, orientation, recreation, wellness, residence life, student conduct, and student involvement
- Target interventions specifically at students who might benefit from support programs such as career advising, tutoring, or remedial study skill training
- Promote effective data governance and management by centralizing assessment functions
- Combine both transactional and experiential data from across campus into one comprehensive data set
- Utilize data models that are built around both structured and unstructured data
- Use data mining tools to help users recognize patterns and their causes
- View metrics data and track progress through customizable dashboards
- Generate customized reports which bring together campus-wide information and add context to reports with a narrative authoring tool that includes the ability to embed data visualizations
- Grant user-specific permissions to control access to campus-wide data
- Provide access to data analytics and visualizations tools on both desktop and mobile devices

**Campus Labs Billing Information Form**

Relevant Information for Procurement/Finance

Primary Contact Information	
Institution Name:	<u>Kentucky State University</u>
Primary Contact:	<u>Dr. Michael Dailey</u>
Title:	<u>Dir Distance Learning/Inst. Design</u>
Mailing Address:	<u>400 East Main Street</u>
	<u>Frankfort, KY 40601</u>
Phone:	<u>502-597-6238</u>
Fax:	_____
Email:	<u>Michael.Dailey@kysu.edu</u>
Send invoices to my attention:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Billing Information (if different than above)	
Billing Contact:	<u>Accounts Payable</u>
Title:	<u>Rebecca Persons</u>
Mailing Address:	<u>400 E. Main Street</u>
	<u>Bldg. ASB Room 430</u>
City, ST ZIP:	<u>Frankfort, KY 40601</u>
Phone:	<u>502-597-6612</u>
Fax:	_____
Email:	<u>accounts.payable@kysu.edu</u>
Will Campus Labs be issued a PO for this requisition?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is a Campus Labs invoice required for PO generation?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
PO number is provided:	_____

Campus Labs Contact: Tina Michalowski

T: 716.270.0000

298 Main Street

F: 716.652.2689

Buffalo, NY 14202



**ANTHOLOGY INC. OF NY LICENSE AGREEMENT AMENDMENT**

This License Agreement ("LICENSE") is an agreement between the,

**Kentucky State University**

located at

**400 E Main St**

**Frankfort, KY 40601**

("the Institution")

and

**Anthology Inc. of NY**

(f/k/a/ Campus Labs, Inc.)

("Anthology")

located at

**298 Main Street, Suite 600**

**Buffalo, NY 14202**

**THIRD AMENDMENT TO THE LICENSE AGREEMENT**

This Third Amendment to the License Agreement (hereinafter "**Amendment**"), is entered into as of the first day of February 2021 ("**Effective Date**"), by and between Kentucky State University (hereinafter "**Institution**"), and Anthology Inc. of NY (f/k/a Campus Labs, Inc.) located at 298 Main Street, Suite 600, Buffalo, NY 14202 (hereinafter "**Anthology**"). Any and all references to Campus Labs in the License Agreement, Amendments, Addendums, Exhibits shall be deemed to be reference to Anthology.

WHEREAS, Institution and Anthology are parties to a License Agreement, effective as of July 1, 2016 (hereinafter "**Agreement**"); and any subsequent Addendums and Amendments, which identify the Programs and Services to be performed in the Agreement;

WHEREAS, Institution and Anthology now wish to amend and revise the Agreement for purposes of adding the Engage Event Check-In App and Professional Services – Integration Services Program to the Agreement (hereinafter "**Program(s)**").

NOW, THEREFORE, the parties do hereby amend the Agreement in the following respects:

1. Institution engages and authorizes Anthology to provide services, as described below and attached herein.
2. Notwithstanding anything contrary contained in the Agreement or subsequent amendments thereto, the initial term of the Program(s) will end as set forth in the License Schedule A-III, attached herein.
3. The Term and Fees to Schedule A-III shall be added to the Agreement for purposes of adding the Program(s), as attached herein.
4. The Product and Licensing Information to Schedule B-III-A and B-III-B shall be added to the Agreement for purposes of adding the Program(s), as attached herein.
5. This Amendment may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same Amendment. The parties' execution and delivery of this Amendment by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.
6. Except as modified herein, all other provisions of the Agreement, including all other addendums, terms and conditions set forth in the Agreement, shall continue and remain in full force and effect.







Effective Date:  
February 1, 2021

IN WITNESS WHEREOF, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.

Kentucky State University

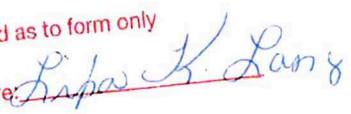
By:   
Name: Douglas R. Allen II CPA, CGMA  
Title, Department: Executive, Vice President of Finance and Administration / CFO  
Date: MARCH 4, 2021

Anthology Inc. of NY

By:   
Name: ~~Bob Willet~~ Tina Michalowski  
Title: ~~Chief Information Officer~~ Sr. Director, Campus Effectiveness  
Date: 3/3/2021

KENTUCKY STATE UNIVERSITY  
OFFICE OF GENERAL COUNSEL

Approved as to form only

Signature: 

Date: 02/23/2021



Kentucky State University  
400 E Main St  
Frankfort, KY 40601

Schedule A-III

Quote Date 1/16/2021  
Enrollment 1,500  
Contract Months 17

Contact **Douglas Allen, II**  
Title EVP, Finance and Administration/CFO  
Phone (502) 597-5075  
Email douglas.allen@kysu.edu

Representative **Johnathan Headley**  
Email [jheadley@campuslabs.com](mailto:jheadley@campuslabs.com)  
Phone (716) 652-9400 X7546

2/1/2021-6/30/2021 7/1/2021-6/30/2022  
2021-2022

V16-10-B

Description	Annual Price	Start
Engage ECIA \$	4,100	2021
Professional Services \$	29,000	2021
	1,708 \$	4,264
	29,000	

Price \$	30,708 \$	4,264
Implementation \$	998	
Net Price \$	31,706 \$	4,264
Total Contract Price	\$	35,970

*Lina Michalowski*

Anthology Accepted by \_\_\_\_\_ Date 3/3/2021

Effective Date 2/1/2021

Expiration Date 6/30/2022

Institution Accepted by \_\_\_\_\_ Date \_\_\_\_\_

A-III License Schedule

# Schedule B-III-B Integration Services

Presented to Kentucky State University

## Services

1. **Core Data Accelerator + Beacon Managed Connections**  
 Anthology can accelerate your implementation by leveraging our experience with hundreds of campuses who participate in the Core Data process. This service focuses on the required core data needed to support the expedited use of Beacon. Specific activities:
  - o Review and audit Banner for specific core data requirements and Beacon Managed Connection file.
  - o Conduct mapping sessions to discuss and clarify business processes and requirements and potential data gaps.
  - o Develop data map and data dictionary.
  - o Assist campus with automating extracts and scheduling.
  
2. **Advanced Core Data & Demographics Accelerator**  
 Anthology can extend the project to encompass additional course and enrollment fields and the student demographic file to facilitate a strong foundation for robust use within the different Anthology applications, and versatile analysis and reporting using Anthology Insight. This service also includes the creation of the Beacon Academic Records and Photograph scripts if the data is in an extractable format. Specific activities:
  - o Review and audit Banner for data requirements.
  - o Conduct mapping sessions to discuss and clarify business processes and requirements and potential data gaps.
  - o Develop data map and data dictionary.
  - o Assist campus with automating extracts and scheduling.

## Pricing

Service	Days	Cost
1	13	\$13,000 (fixed price)
2	16	\$16,000 (fixed price)
<b>TOTAL</b>		<b>\$29,000</b>

### NOTES

- o All work is completed remotely.
- o Direct (temporary) access to the SIS frontend and direct SIS database or reporting access is required.
- o Days reflects the number of total hours the service will take and is a fixed cost; they do not denote the number of business days in which the service will be completed.
- o Scripts are written for automation based on institutional registration and term dates. When run daily the correct terms will automatically pulled. The institution is responsible for the final step of automation to the SFTP.

- o Throughout the project, access to member campus experts are necessary in order to explain business processes and define data that should be sent.
- o Ability to generate all data files is based on the availability of data in institutional databases.
- o Services can be purchased separately or together.
- o Services billed in full in advance.
- o Services expire one year after contract signature.

## Product and Licensing Information - Schedule B-III-A

Enhance your efforts to create a student experience that is engaging, supportive, and success-oriented by creating a seamless mobile Event Check-in experience.

Take your engagement on-the-go with Anthology Engage easy-to-use Check-in App. Our seamless process and easy-to-use interface will make checking in for events a part of your campus culture – giving you greater insight into your engagement efforts.

### Benefits and Features:

- Use iOS/Android (free to download) mobile application to track program participation
- Collect attendance data through multiple attendance entry-points at events
- Leverage unique secure mobile passes for attendance tracking
- Ensure accurate participation records with quickly visible student names and photos upon check-in
- Easily search student credentials on the spot for those who forget their pass
- Minimize the time and IT involvement required to track student participation
- Improve your institution's data privacy practice by removing sensitive card data from the event attendance tracking process



### Anthology Billing Information Form

Relevant Information for Procurement/Finance

Primary Contact Information	
Accounts Payable Email: (Required)	accounts.payable@kysu.edu
Institution Name:	Kentucky State University
Primary Contact:	Christopher H. Bengé
Title:	Title III Coordinator
Mailing Address:	400 E Main St Frankfort, KY 40601
Phone:	(502) 597-5762
Fax:	
Email:	christopher.benge@kysu.edu
Send invoices to my attention:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Billing Information (if different than above)	
Billing Contact:	Accounts Payable
Title:	Rebecca Persons
Mailing Address:	400 E. Main Street Bldg: ASB Room: 430
City, ST ZIP:	Frankfort, KY 40601
Phone:	502-597-6612
Fax:	
Email:	accounts.payable@kysu.edu
Will Anthology be issued a PO for this requisition?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is a Anthology invoice required for PO generation?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
PO number is provided:	

## Gamberg, Amy

---

**From:** Benge, Christopher  
**Sent:** Thursday, March 4, 2021 9:24 AM  
**To:** Gamberg, Amy  
**Subject:** Anthology Amendment for Campus Labs  
**Attachments:** Kentucky State University - Amendment No.3 - ECIA+ProfSvc - 2.1.21 Signed.pdf

Good Morning Amy,

I have attached a new amendment to our overall Campus Labs agreement to add on Anthology to the software. This document has been reviewed by Legal and signed by the vendor—it is now ready for EVP Allen's review. This is part of University College's Title III budget narrative so it will be funded via Title III.

We have been working on getting this in place for some time and it seems that there's an impending deadline of COB tomorrow before the prices on the contract change. I know it is a busy time for everyone today—just wanted to get this on your radar.

Please let me know if you have questions or if you need anything else from me.

Best,  
Chris

### **Christopher H. Benge | Title III Coordinator**

Government Relations & Economic Innovation  
Office: (502) 597-5762 | Fax: (502) 597-1171  
400 E. Main Street | Frankfort, KY 40601  
Academic Services Building Suite 256

STATEMENT OF CONFIDENTIALITY: This e-mail, including attachments, is only for the use of the individual or entity as addressed. It may contain confidential information that is legally privileged or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, consider this immediate notification that any review, use, disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply e-mail and destroy all copies of the original message.

**CAMPUS LABS, INC. LICENSE AGREEMENT AMENDMENT**

This License Agreement ("LICENSE") is an agreement between the,

**Kentucky State University**

located at

**400 E Main St**

**Frankfort, KY 40601**

("the Institution")

and

**Campus Labs, Inc.**

("Campus Labs")

located at

**298 Main Street, Suite 600**

**Buffalo, NY 14202**

RECEIVED JUN 06 2019

**SECOND AMENDMENT TO THE LICENSE AGREEMENT**

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NOW, THEREFORE, the parties do hereby amend the Agreement in the following respects:

1. Institution engages and authorizes Campus Labs to provide services, as described below and attached herein.
2. Notwithstanding anything contrary contained in the Agreement or subsequent amendments thereto, the initial term of the Program(s) will end as set forth in the License Schedule A-II, attached herein.
3. The Term and Fees to Schedule A-II shall be added to the Agreement for purposes of renewing the Program(s), as attached herein.
4. The Product and Licensing Information to Schedule B-II shall be added to the Agreement for purposes of renewing the Program(s), as attached herein.
5. This Amendment may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same Amendment. The parties' execution and delivery of this Amendment by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.
6. Except as modified herein, all other provisions of the Agreement, including all other addendums, terms and conditions set forth in the Agreement, shall continue and remain in full force and effect.




**Effective Date:**  
**July 1, 2019**

**IN WITNESS WHEREOF**, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.


**Kentucky State University**

---

By:   
Name: DOUGLAS R. ALLEN II  
Title, Department: EVP FINANCE + ADMINISTRATION / CFO  
Date: \_\_\_\_\_

**Campus Labs, Inc.**

---

By:   
Name: Eric Reich  
Title: President  
Date: 6/28/2019



Schedule A-II

Quote Date 5/31/2019

Contract Months 36

Enrollment 1,454

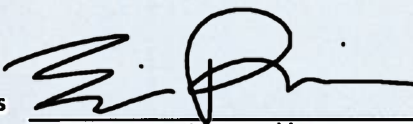
Kentucky State University  
 400 East Main Street  
 Frankfort, KY 40601

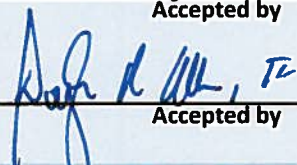
Contact **Dr. Michael Dailey**  
 Title Dir Distance Learning/Inst. Design  
 Phone 502-597-6238  
 Email [Michael.Dailey@kysu.edu](mailto:Michael.Dailey@kysu.edu)

Representative **Tina Michalowski**  
 Email [tmichalowski@campuslabs.com](mailto:tmichalowski@campuslabs.com)  
 Phone 716-652-9400

V16-10-B

Description	Annual Price	Start	2019	2020	2021
Campus Labs Enterprise	\$ 130,545	2019	\$ 130,545	\$ 135,767	\$ 141,197
<b>Price</b>			\$ 130,545	\$ 135,767	\$ 141,197
<b>Multi Product Discount</b>			\$ (15,665)	\$ (16,292)	\$ (16,944)
<b>Total Cost</b>			\$ 114,880	\$ 119,475	\$ 124,253
				\$	358,608

Campus Labs  6/28/2019  
 Accepted by \_\_\_\_\_ Date \_\_\_\_\_

Institution  6-11-19  
 Accepted by \_\_\_\_\_ Date \_\_\_\_\_

7/1/2019  
 Effective Date

6/30/2022  
 Expiration Date

A-II  
 License Schedule

Refer to Campus Labs License Agreement for terms and conditions

Refer to Schedule B-II Addendum for license and product information

## Product and Licensing Information - Schedule B-II

Campus Labs offers a comprehensive enterprise solution focused on student learning and inclusive of functionality for strategic planning, assessment collection, and outcomes reporting. Your institution can use the Campus Labs® platform to more effectively measure learning and development, conduct program reviews, compile achievement reports, create curriculum maps, and conduct online course evaluations.

You will be able to enhance your efforts to create a student experience that is engaging, supportive, and success-oriented by leveraging assessment, co-curricular tracking, and predictive analytics. Included is an advanced reporting and notification system, that enables academic and advising staff to maintain visibility into student-specific or cohort-wide information and to more effectively provide student guidance or intervention.

Finally, you will have the ability to view campus-wide trends and the specific factors that impact them using a highly interactive data analysis and visualization tools. Your institution can use the Campus Labs platform to access robust data mining capabilities powered by pre-built data models and a portfolio of pre-set analytics designed to address departmental, divisional, and institutional goals.

### Benefits and Features:

- Set strategic directions by documenting goals, identifying action plans, and creating success criteria
- Evaluate the educational curriculum by cataloging outcomes, connecting course objectives to programs, and establishing appropriate learning measures.
- Generate curriculum maps showing the connection between courses and learning outcomes in order to highlight gaps between the curriculum and course objectives
- Manage resource allocations by apportioning funds for initiatives, assigning resources to strategic decisions, and tracking resource utilization over progress achieved
- Ensure accreditation progress by collecting narratives, uploading evidence, and managing submission workflow
- Provide a centralized, accessible location for new assessment activities and data, or upload data from historical datasets, paper assessments, or past national studies
- Collect course and program-level data from course-embedded assessments, and student assignments
- Integrate student experience data including metrics from academic services, student perceptions of campus climate, and service hours and experiences
- Conduct program review in order to determine program strengths, opportunities, quality, and impact
- Create a comprehensive view of student learning inside and outside of the classroom with curricular and co-curricular data
- Collect evaluation data using the IDEA Student Ratings of Instruction® (SRI) instrument which is designed to control for extraneous circumstances (e.g., class size or student motivation), provide comparative scores, and provide actionable steps to improve learning
- Establish appropriate measures of student and faculty classroom performance using the Diagnostic Feedback, Teaching Essentials, and Learning Essentials instruments designed to collect summative and formative feedback about student progress on relevant course objectives, instructor teaching methods, and student impressions of their course experience

- Enable advisors and support staff to quickly get the full picture on a student's success story including information collected from inside and outside of the classroom
- Allow faculty to view profiles or quickly create student updates, alerts, or encouragements (with options to notify others who support the student as well) from within the learning management system (LMS)
- Collect non-cognitive data by delivering the Students Strengths Inventory<sup>®</sup> (SSI), an instrument designed to develop data-driven, evidence-based success solutions for students
- Carry out direct and indirect assessment practices using online surveys, audience feedback tools, and rubrics
- Participate in national studies related to areas such as campus safety, career preparation, mental health, orientation, recreation, wellness, residence life, student conduct, and student involvement
- Target interventions specifically at students who might benefit from support programs such as career advising, tutoring, or remedial study skill training
- Promote effective data governance and management by centralizing assessment functions
- Combine both transactional and experiential data from across campus into one comprehensive data set
- Utilize data models that are built around both structured and unstructured data
- Use data mining tools to help users recognize patterns and their causes
- View metrics data and track progress through customizable dashboards
- Generate customized reports which bring together campus-wide information and add context to reports with a narrative authoring tool that includes the ability to embed data visualizations
- Grant user-specific permissions to control access to campus-wide data
- Provide access to data analytics and visualizations tools on both desktop and mobile devices

**Campus Labs Billing Information Form**

Relevant Information for Procurement/Finance

Primary Contact Information	
Institution Name:	<u>Kentucky State University</u>
Primary Contact:	<u>Dr. Michael Dailey</u>
Title:	<u>Dir Distance Learning/Inst. Design</u>
Mailing Address:	<u>400 East Main Street</u>
	<u>Frankfort, KY 40601</u>
Phone:	<u>502-597-6238</u>
Fax:	_____
Email:	<u>Michael.Dailey@kysu.edu</u>
Send invoices to my attention:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Billing Information (if different than above)	
Billing Contact:	<u>Accounts Payable</u>
Title:	<u>Rebecca Persons</u>
Mailing Address:	<u>400 E. Main Street</u>
	<u>Bldg. ASB Room 430</u>
City, ST ZIP:	<u>Frankfort, KY 40601</u>
Phone:	<u>502-597-6612</u>
Fax:	_____
Email:	<u>accounts.payable@kysu.edu</u>
Will Campus Labs be issued a PO for this requisition?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is a Campus Labs invoice required for PO generation?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
PO number is provided:	_____

Campus Labs Contact: Tina Michalowski

T: 716.270.0000

298 Main Street

F: 716.652.2689

Buffalo, NY 14202



**ANTHOLOGY INC. OF NY LICENSE AGREEMENT AMENDMENT**

This License Agreement ("LICENSE") is an agreement between the,

**Kentucky State University**

located at

**400 E Main St**

**Frankfort, KY 40601**

("the Institution")

and

**Anthology Inc. of NY**

(f/k/a/ Campus Labs, Inc.)

("Anthology")

located at

**298 Main Street, Suite 600**

**Buffalo, NY 14202**

**THIRD AMENDMENT TO THE LICENSE AGREEMENT**

This Third Amendment to the License Agreement (hereinafter "**Amendment**"), is entered into as of the first day of February 2021 ("**Effective Date**"), by and between Kentucky State University (hereinafter "**Institution**"), and Anthology Inc. of NY (f/k/a Campus Labs, Inc.) located at 298 Main Street, Suite 600, Buffalo, NY 14202 (hereinafter "**Anthology**"). Any and all references to Campus Labs in the License Agreement, Amendments, Addendums, Exhibits shall be deemed to be reference to Anthology.

WHEREAS, Institution and Anthology are parties to a License Agreement, effective as of July 1, 2016 (hereinafter "**Agreement**"); and any subsequent Addendums and Amendments, which identify the Programs and Services to be performed in the Agreement;

WHEREAS, Institution and Anthology now wish to amend and revise the Agreement for purposes of adding the Engage Event Check-In App and Professional Services – Integration Services Program to the Agreement (hereinafter "**Program(s)**").

NOW, THEREFORE, the parties do hereby amend the Agreement in the following respects:


1. Institution engages and authorizes Anthology to provide services, as described below and attached herein.
2. Notwithstanding anything contrary contained in the Agreement or subsequent amendments thereto, the initial term of the Program(s) will end as set forth in the License Schedule A-III, attached herein.
3. The Term and Fees to Schedule A-III shall be added to the Agreement for purposes of adding the Program(s), as attached herein.
4. The Product and Licensing Information to Schedule B-III-A and B-III-B shall be added to the Agreement for purposes of adding the Program(s), as attached herein.
5. This Amendment may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same Amendment. The parties' execution and delivery of this Amendment by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.
6. Except as modified herein, all other provisions of the Agreement, including all other addendums, terms and conditions set forth in the Agreement, shall continue and remain in full force and effect.



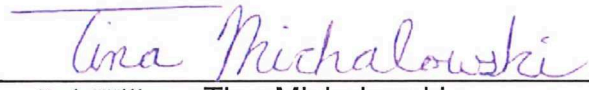
Effective Date:  
February 1, 2021

IN WITNESS WHEREOF, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.

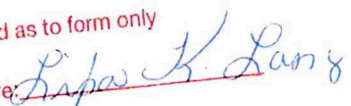
Kentucky State University

By:   
Name: Douglas R. Allen II CPA, CGMA  
Title, Department: Executive, Vice President of Finance and Administration / CFO  
Date: MARCH 4, 2021

Anthology Inc. of NY

By:   
Name: ~~Bob Willet~~ Tina Michalowski  
Title: ~~Chief Information Officer~~ Sr. Director, Campus Effectiveness  
Date: 3/3/2021

KENTUCKY STATE UNIVERSITY  
OFFICE OF GENERAL COUNSEL

Approved as to form only  
Signature:   
Date: 02/23/2021



Schedule A-III

Quote Date	1/16/2021
Enrollment	1,500
Contract Months	17

Kentucky State University  
 400 E Main St  
 Frankfort, KY 40601

Contact: Douglas Allen, II  
 Title: EVP, Finance and Administration/CFO  
 Phone: (502) 597-5075  
 Email: douglas.allen@kysu.edu

Representative: Johnathan Headley  
 Email: [jheadley@campuslabs.com](mailto:jheadley@campuslabs.com)  
 Phone: (716) 652-9400 X7546

2/1/2021-6/30/2021 7/1/2021-6/30/2022

V16-10-B

Description	Annual Price	Start	2021	2021-2022
Engage ECIA	\$ 4,100	2021	\$ 1,708	\$ 4,264
Professional Services	\$ 29,000	2021	\$ 29,000	
		Price	\$ 30,708	\$ 4,264
		Implementation	\$ 998	
		Net Price	\$ 31,706	\$ 4,264
		Total Contract Price	\$	35,970

Anthology *Tina Michalowski* 3/3/2021  
 Accepted by Date

2/1/2021  
 Effective Date

6/30/2022  
 Expiration Date

Institution \_\_\_\_\_  
 Accepted by Date

A-III  
 License Schedule



## Schedule B-III-B Integration Services

Presented to Kentucky State University

### Services

1. **Core Data Accelerator + Beacon Managed Connections**  
 Anthology can accelerate your implementation by leveraging our experience with hundreds of campuses who participate in the Core Data process. This service focuses on the required core data needed to support the expedited use of Beacon. Specific activities:
  - o Review and audit Banner for specific core data requirements and Beacon Managed Connection file.
  - o Conduct mapping sessions to discuss and clarify business processes and requirements and potential data gaps.
  - o Develop data map and data dictionary.
  - o Assist campus with automating extracts and scheduling.
  
2. **Advanced Core Data & Demographics Accelerator**  
 Anthology can extend the project to encompass additional course and enrollment fields and the student demographic file to facilitate a strong foundation for robust use within the different Anthology applications, and versatile analysis and reporting using Anthology Insight. This service also includes the creation of the Beacon Academic Records and Photograph scripts if the data is in an extractable format. Specific activities:
  - o Review and audit Banner for data requirements.
  - o Conduct mapping sessions to discuss and clarify business processes and requirements and potential data gaps.
  - o Develop data map and data dictionary.
  - o Assist campus with automating extracts and scheduling.

### Pricing

Service	Days	Cost
1	13	\$13,000 (fixed price)
2	16	\$16,000 (fixed price)
<b>TOTAL</b>		<b>\$29,000</b>

#### NOTES

- o All work is completed remotely.
- o Direct (temporary) access to the SIS frontend and direct SIS database or reporting access is required.
- o Days reflects the number of total hours the service will take and is a fixed cost; they do not denote the number of business days in which the service will be completed.
- o Scripts are written for automation based on institutional registration and term dates. When run daily the correct terms will automatically pulled. The institution is responsible for the final step of automation to the SFTP.

- o Throughout the project, access to member campus experts are necessary in order to explain business processes and define data that should be sent.
- o Ability to generate all data files is based on the availability of data in institutional databases.
- o Services can be purchased separately or together.
- o Services billed in full in advance.
- o Services expire one year after contract signature.

## Product and Licensing Information - Schedule B-III-A

Enhance your efforts to create a student experience that is engaging, supportive, and success-oriented by creating a seamless mobile Event Check-in experience.

Take your engagement on-the-go with Anthology Engage easy-to-use Check-in App. Our seamless process and easy-to-use interface will make checking in for events a part of your campus culture – giving you greater insight into your engagement efforts.

### Benefits and Features:

- Use iOS/Android (free to download) mobile application to track program participation
- Collect attendance data through multiple attendance entry-points at events
- Leverage unique secure mobile passes for attendance tracking
- Ensure accurate participation records with quickly visible student names and photos upon check-in
- Easily search student credentials on the spot for those who forget their pass
- Minimize the time and IT involvement required to track student participation
- Improve your institution's data privacy practice by removing sensitive card data from the event attendance tracking process



### Anthology Billing Information Form

Relevant Information for Procurement/Finance

Primary Contact Information	
Accounts Payable Email: (Required)	accounts.payable@kysu.edu
Institution Name:	Kentucky State University
Primary Contact:	Christopher H. Benge
Title:	Title III Coordinator
Mailing Address:	400 E Main St Frankfort, KY 40601
Phone:	(502) 597-5762
Fax:	
Email:	christopher.benge@kysu.edu
Send invoices to my attention:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Billing Information (if different than above)	
Billing Contact:	Accounts Payable
Title:	Rebecca Persons
Mailing Address:	400 E. Main Street Bldg: ASB Room: 430 Frankfort, KY 40601
Phone:	502-597-6612
Fax:	
Email:	accounts.payable@kysu.edu
Will Anthology be issued a PO for this requisition?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is a Anthology invoice required for PO generation?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
PO number is provided:	

## Gamberg, Amy

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**From:** Benge, Christopher  
**Sent:** Thursday, March 4, 2021 9:24 AM  
**To:** Gamberg, Amy  
**Subject:** Anthology Amendment for Campus Labs  
**Attachments:** Kentucky State University - Amendment No.3 - ECIA+ProfSvcs - 2.1.21 Signed.pdf

Good Morning Amy,

I have attached a new amendment to our overall Campus Labs agreement to add on Anthology to the software. This document has been reviewed by Legal and signed by the vendor—it is now ready for EVP Allen's review. This is part of University College's Title III budget narrative so it will be funded via Title III.

We have been working on getting this in place for some time and it seems that there's an impending deadline of COB tomorrow before the prices on the contract change. I know it is a busy time for everyone today—just wanted to get this on your radar.

Please let me know if you have questions or if you need anything else from me.

Best,  
Chris

### **Christopher H. Benge | Title III Coordinator**

Government Relations & Economic Innovation  
Office: (502) 597-5762 | Fax: (502) 597-1171  
400 E. Main Street | Frankfort, KY 40601  
Academic Services Building Suite 256

STATEMENT OF CONFIDENTIALITY: This e-mail, including attachments, is only for the use of the individual or entity as addressed. It may contain confidential information that is legally privileged or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, consider this immediate notification that any review, use, disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply e-mail and destroy all copies of the original message.



**ANTHOLOGY INC. OF NY LICENSE AGREEMENT AMENDMENT**

This License Agreement (“LICENSE”) is an agreement between the,

**Kentucky State University**

located at

**400 E Main St.**

**Frankfort, KY**

**40601**

(“the Institution”)

and

**Anthology Inc. of NY**

(f/k/a/ Campus Labs, Inc.)

(“Anthology”)

located at

**298 Main Street, Suite 600**

**Buffalo, NY 14202**

**FOURTH AMENDMENT TO THE LICENSE AGREEMENT**

This Fourth Amendment to the License Agreement (hereinafter “**Amendment**”), is entered into as of the first day of July 2022 (“**Effective Date**”), by and between Kentucky State University (hereinafter “**Institution**”), and Anthology Inc. of NY (f/k/a Campus Labs, Inc.) located at 298 Main Street, Suite 600, Buffalo, NY 14202 (hereinafter “**Anthology**”). Any and all references to Campus Labs in the License Agreement, Amendments, Addendums, Exhibits shall be deemed to be reference to Anthology.

WHEREAS, Institution and Anthology are parties to a License Agreement, effective as of July 1, 2016 (hereinafter “**Agreement**”); and any subsequent Addendums and Amendments, which identify the Programs and Services to be performed in the Agreement;

WHEREAS, Institution and Anthology now wish to amend and revise the Agreement for purposes of renewing the Campus Labs Enterprise Program to extend the Agreement (hereinafter “**Program(s)**”).

NOW, THEREFORE, the parties do hereby amend the Agreement in the following respects:

1. Institution engages and authorizes Anthology to provide services, as described below and attached herein.
2. Notwithstanding anything contrary contained in the Agreement or subsequent amendments thereto, the initial term of the Program(s) will end as set forth in the License Schedule A-IV, attached herein.
3. This Amendment may be executed in counterparts, each of which shall be deemed as an original, but all of which together shall constitute one and the same Amendment. The parties’ execution and delivery of this Amendment by facsimile, email, or electronic copies shall have the same force and effect as execution and delivery of an original.
4. Except as modified herein, all other provisions of the Agreement, including all other addendums, terms and conditions set forth in the Agreement, shall continue and remain in full force and effect.



**Effective Date:**  
**July 1, 2022**

**IN WITNESS WHEREOF**, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.

**Kentucky State University**

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By:

Name:

Title, Department:

Date:

**Anthology Inc. of NY**

---

By:

Name:

Title:

Date:



**Schedule A-IV**

Quote Date	6/30/2022
Enrollment	1454
Contract Months	36

Kentucky State University  
400 E Main St  
Frankfort, KY 40601

Contact **Rebecca Persons**  
Title Accounts Payable  
Phone 502.597.6612  
Email accounts.payable@kysu.edu

Representative **Kevin O'Keefe**  
Email [kevin.okeefe@blackboard.com](mailto:kevin.okeefe@blackboard.com)  
Phone 585.944.3077

Description	Current Annual			2022	2023	2024
	Price	Start				
Beacon	\$ 29,995	2022	\$	15,331	\$ 31,194	\$ 32,442
Baseline - Institutional	\$ 33,445	2022	\$	33,445	\$ 34,783	\$ 36,175
Accreditation	\$ 5,055	2022	\$	5,055	\$ 5,257	\$ 5,466
Engage	\$ 18,040	2022	\$	18,040	\$ 18,762	\$ 19,512
Course Evaluations with IDEA	\$ 16,620	2022	\$	16,620	\$ 17,285	\$ 17,975
Insight Base with 4 Modules	\$ 37,690	2022	\$	37,690	\$ 39,198	\$ 40,765
Program Review with CAS - Institutional	\$ 10,665	2022	\$	10,665	\$ 11,092	\$ 11,535
Planning - Institutional	\$ 19,682	2022	\$	19,682	\$ 20,469	\$ 21,287
Outcomes with Data Collection	Included					
	Price	\$		156,528	\$ 178,039	\$ 185,157
	Implementation	\$		-	\$ -	\$ -
	Discount	\$		(19,034)	\$ (21,364)	\$ (22,219)
	Net Price	\$		137,494	\$ 156,675	\$ 162,938
	Total Contract Price				\$	457,107

NOTE: Beacon runs from 12/1/22 - 6/30/23 in term 1

Anthology \_\_\_\_\_  
Accepted by \_\_\_\_\_ Date \_\_\_\_\_

Institution \_\_\_\_\_  
Accepted by **Dr. Leroy Hamilton** Date \_\_\_\_\_  
Provost

7/1/2022 \_\_\_\_\_  
Effective Date \_\_\_\_\_

6/30/2025 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

A-IV \_\_\_\_\_  
License Schedule \_\_\_\_\_

Refer to Anthology License Agreement for terms and conditions

Refer to Schedule B Addendum for license and product information





### Anthology Billing Information Form

Relevant Information for Procurement/Finance

#### Primary Contact Information

Accounts Payable Email:  
(Required)

Institution Name: Kentucky State University

Primary Contact: Rebecca Parsons

Title: Account Payable

Mailing Address: 400 East Main Street  
Frankfort, KY 40601

Phone: 502-597-6612

Fax: \_\_\_\_\_

Email: [accounts.payable@kysu.edu](mailto:accounts.payable@kysu.edu)

Send invoices to my attention:

Yes

No

#### Billing Information (if different than above)

Billing Contact: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

City, ST ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Will Anthology be issued a PO for this requisition?

Yes

No

Is a Anthology invoice required for PO generation?

Yes

No

PO number is provided: \_\_\_\_\_

Anthology Contact: Lori Eging

T: 716.270.0000

298 Main Street, Suite 600

F: 716.652.2689

Buffalo, NY 14202

[www.Anthology.com](http://www.Anthology.com)



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## INFORMATION ITEM 11A

### INFORMATION ITEM:

BREDS of the Quarter Recognition.

### FACTS:

Strategic employee recognition fuels an environment that inspires new ideas and gives its communities victories to celebrate. At Kentucky State University, when an employee or a team achieves outstanding results – big or small – we must shine the spotlight on the brand champions and their great work.

The campus community and others are encouraged to nominate employees who deserve special recognition for going beyond the call of duty to impact the customer experience while advancing the brand reputation of Kentucky State University. This program will recognize individuals whose service to the University provides exceptional benefits in the furtherance of the goals and mission of the institution.

The nominees for Bred of the Quarter include: Maia Langley, Cynthia Harding, Lane Crawley, Jameelah Means, Delandual Conwell, Samantha Todd, Karen Brown, Chris Cribbs, Mary Ellen Broaddus, Christian Graham, Chu X. White, Christina Caul, Jacqueline Duvall, Laura Glasscock, Cynthia Harding, Russelle Keese, Edgar Lewis, Krissalyn Love, Adriana Palmer, and Gary Stratton.

Our **December Thorobred of the Month** is Delandual Conwell. The nominator commented that Delandual is, “always willing to help anyone; he doesn’t mind working after hours. He produces quality work and is always striving for new knowledge. Delandual cares very much about this HBCU and its students.” Conwell is a senior analyst in the Office of Institutional Research.

Our **January Thorobred of the Month** is Jameelah Means. The nominator commented that Jameelah is, “very helpful in getting students registered for classes and in helping faculty and advisers when students need to make changes to their schedule. She puts students first by getting them in their classes right away – the reason they are here.” Means is the assistant registrar in the Office of the Registrar.

Our **February Thorobred of the Month** is Karen Brown. The nominator commented that Karen, “is an amazing leader and genuinely cares about her new team; she makes sure that each person is heard and supported.” Brown is the purchasing director in Finance and Administration.



## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

Our **March Thorobred of the Month** is Cynthia Harding. The nominator commented that Cynthia is, “a great representation of what dedication to the this university and our students is about. She is always willing to help a student or anyone and works night after night to make sure students and others are safe on this campus.” Harding is a security officer in University Police.

Our **April Thorobred of the Month** is Russelle Keese. The nominator commented that Russelle is, “dedicated and knowledgeable regarding Financial Aid and her passion with assisting students goes without saying.” Keese is the executive director of Financial Aid.

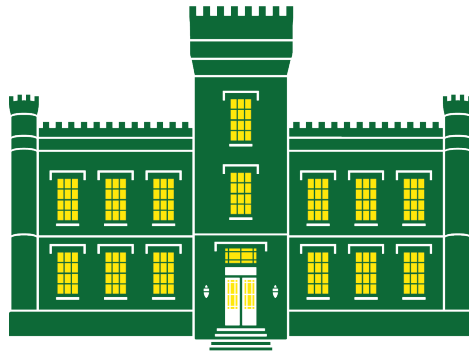
Our **May Thorobred of the Month** is Gary Stratton. The nominator commented that Gary, “has a calm and helpful demeanor and has done a wonderful job of promoting the university since joining the faculty. He stays active in local activities such as Frankfort Innovators, Inc., and the Kiwanis and Rotary clubs. Gary teaches a dual credit course in conjunction with the Franklin County School system.” Stratton is an associate professor of economics and finance and serves as interim chair of the School of Business.

### **BUDGETARY IMPLICATIONS:**

None.

# **Item 12A**

# **CFO Quarterly Report**



**KENTUCKY STATE  
UNIVERSITY**

**Quarterly Finance Report for Board of Regents Meeting**

**July 15, 2022**

**VP Finance & Administration/CFO**

**Dr. Gerald Shields**

# Fall 2022

# Enrollment & Housing

# Report

7/12/2022



KENTUCKY STATE  
UNIVERSITY  
KYSU.EDU

## FALL 2022 ENROLLMENT UPDATE

Student Type	Fall 2021 Census Enrollment	Fall 2021 Enrollment (7/12/2021)	Fall 2022 Total Enrollment	Fall 2022 Protected Students*	Fall 2022 Financially Enrolled**	Difference (Fall 2022 Total Enrolled VS Financially Enrolled)
New First Time Freshmen	476	302	268	0	0	268
New Transfer Students	119	52	39	0	0	39
New Graduate Students	49	19	6	0	0	6
Dual Credit Student	473	2	4	0	0	4
Continuing Undergraduate Students	1,067	1,020	728	0	0	728
Continuing Graduate Students	95	41	35	0	0	35
<b>TOTAL</b>	<b>2,279</b>	<b>1,436</b>	<b>1,080</b>	<b>0</b>	<b>0</b>	<b>1,080</b>

**Notes: Protected and financially enrolled students are self-identified. Data is not yet available.**

\* Protected students are those who are getting money from third party.

\*\* Financially enrolled are students who have signed a payment plan.

## FALL 2022 KSU HOUSING REPORT

Dorm	Protected	Financially Enrolled	Total Occupancy	Capacity	Occupancy Rate
Chandler	0	0	17	116	14.7%
Combs	0	0	15	106	14.2%
Kentucky	0	0	27	127	21.3%
McCullin	0	0	2	97	2.1%
The Halls	0	0	2	319	0.6%
Young	0	0	58	150	38.7%
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>121</b>	<b>915</b>	<b>13.2%</b>

**Note: The occupancy and capacity data is provided by the Residence Life office.**

## Fall 2022 Non-KSU Housing Report

Hotel	Protected	Financially Enrolled	Total	Capacity	Occupancy Rate
Capital Plaza	0	0	0	250	0%
Best Western	0	0	0	40	0%
TOTAL	0	0	0	290	0%

Note: There is no agreement with any hotels in place. The capacity depends on the agreement, the numbers above based on previous semester (Spring 2022 capacity), provided by the Residence Life office.

## Fall 2022 KSU Meal Plan Report

	14 Meal Plan w/ \$500	9 weekly meals with \$650	Com Meal – Plan A w/ \$355	Com Meal – Plan B w/ \$490	Com Meal – Plan C w/ \$620
TOTAL	0	0	0	0	0

Note: The meal plan is based on housing assignments. Currently the housing assignments have not yet been updated in the Banner system, therefore no meal plan has been assigned.



CPE Funding to Kentucky State University

**HB 250: \$23 MILLION TO KYSU**

<b>DISBURSEMENT OF FUNDS BREAKDOWN:</b>	<b>AMOUNT</b>
Repayment to 5/3 Bank: Revenue Anticipation Loan	\$2.5 million
April 2022 Cash Deficiency	\$1.0 million
Repayment to State Budget Office: Capital Construction Projects	\$5.0 million
Replenish Asset Preservation Fund	\$1.6 million
Banner Training & Personnel Support	\$100,000.00
Continued Audit Support for FY 2021 & preparation for FY 2022	\$500,000.00
Projected payroll & operating expenses: 4/15/2022-6/15/2022	\$6.8 million
<b>TOTAL AMOUNT OF FIRST CPE DISBURSEMENT TO KYSU</b>	<b>\$17.5 million</b>

<b>DISBURSEMENT OF FUNDS BREAKDOWN:</b>	<b>AMOUNT</b>
Payroll & End of the Year Expenses	\$3.4 million
Return to Land Grant	\$450,000.00
Capital Projects	\$250,000.00
Cash Reserve	\$1.4 million
<b>TOTAL AMOUNT OF SECOND CPE DISBURSEMENT TO KYSU</b>	<b>\$5.5 million</b>

1 <sup>st</sup> Disbursement:	\$17.5 million
2 <sup>nd</sup> Disbursement:	\$5.5 million
<b>TOTAL:</b>	<b>\$23 million</b>

## Kentucky State University Budget to Actual FY 21-22

- Revenues: Kentucky State University has slightly exceeded projected revenues in FY 2022. Key areas in their performance was an increase in Tuition/Fees and Auxiliary revenues.
- Expenditures: The University has almost met the expenditure budget, however, with the preliminary status for June 30, 2022 financial reporting and closing books for the Fiscal Year, we anticipate another \$1.5 - \$2 million in expenses exceeding a balanced budget. Primary line item units noteworthy of exceeded budgets were for Auxiliary Enterprise and Facilities Infrastructure.

<b>Kentucky State University</b>			
<b>Preliminary FY22 Budget to Actual -E&amp;G</b>			
<b>Sources of Revenue</b>	<b>Board Approved Budget FY21/22</b>	<b>Actual 06/30/2022</b>	<b>Percent Encumbered</b>
State Appropriation*	\$ 18,975,700.00	\$ 19,185,700.00	101%
Tuition and Mandatory Fees***	\$ 15,666,000.00	\$ 17,564,080.00	112%
Non-Mandatory Fees***	\$ 675,000.00	\$ 953,973.00	141%
Less Tuition Discount	\$ -	\$ (2,256,711.00)	0%
Less Student Accounts Receivable	\$ -	\$ (1,237,624.00)	0%
Employee Parking	\$ 30,000.00	\$ 38,770.00	129%
Interest Income	\$ 10,586.00	\$ 280.00	3%
Indirect Cost Recovery	\$ 400,000.00	\$ 233,433.00	58%
Auxiliary Enterprise	\$ 6,021,000.00	\$ 7,313,758.00	121%
<b>Total Sources of Revenue:</b>	<b>\$ 41,778,286.00</b>	<b>\$ 41,795,659.00</b>	<b>100%</b>
<b>Expenditures by Unit</b>	<b>Board Approved Budget FY21/22</b>	<b>Actual As of 06/30/2022</b>	<b>Variance %</b>
Academic Affairs**	\$ 12,324,810.00	\$ 13,151,821.00	107%
Auxiliary Enterprise	\$ 4,094,663.00	\$ 6,174,711.00	151%
Board of Regents	\$ 510,824.00	\$ 188,881.00	37%
Brand Identity & University Relations	\$ 1,166,214.00	\$ 1,254,679.00	108%
Campus Athletics	\$ 2,126,674.00	\$ 2,374,882.00	112%
Facilities and Infrastructure	\$ 4,789,436.00	\$ 5,813,446.00	121%
Finance and Administration	\$ 11,296,520.00	\$ 7,293,828.00	65%
Office of General Counsel	\$ 586,019.00	\$ 696,050.00	119%
The President's Office	\$ 826,610.00	\$ 768,283.00	93%
Student Engagement/Campus Life	\$ 2,178,577.00	\$ 2,436,040.00	112%
Student Success	\$ 1,877,939.00	\$ 1,469,317.00	78%
<b>Total Expenditures Operations:</b>	<b>\$ 41,778,286.00</b>	<b>\$ 41,621,938.00</b>	<b>99.6%</b>
<b>Profit over Expenses</b>		<b>\$ 173,721.00</b>	<b>0.4%</b>
Contingency & Reserve Funds		\$ -	

The following is the respective report outlining these details:

* Removed Restricted State Appropriation Revenue funds of \$8,881,400 for FY22	
** Removed Land Grant expenses From the Academic Affairs Budget	
***Tuition/Mandatory Fees(\$17,564,080), Non-Mandatory Fee (\$953,973) and Auxiliary Enterprise (\$7,313,758) Equate to Total Tuition and Fees (\$25,831,811) within the Sources of Revenue - 06/30/22	
****Less Tuition Discount (scholarships) Average tuition discounts and scholarships are between \$3.5 million - \$4 million annually	Other institutional aid allows KSU to reduce it's expenses by \$1.5 million - \$2 million annually
****Less Student Accounts Receivables - Unpaid student receivables at the end of the fiscal year	

Kentucky State University				
FY22 Budget to Actual - Auxiliaries				
<u>Sources of Revenue</u>	Board Approved Budget FY21/22	Actual Revenue As of 06/30/2022	Actual Expenses As of 06/30/2022	Percent Encumbered
Housing Fees	\$ 2,723,000.00	\$ 2,909,384.00	\$ 2,631,934.00	96.66%
Dining Fees	\$ 2,988,000.00	\$ 4,036,299.00	\$ 2,283,599.00	76.43%
Bookstore	\$ 310,000.00	\$ 598,455.00	\$ 1,259,178.00	406.19%
<b>Total Sources of Revenue:</b>	<b>\$ 6,021,000.00</b>	<b>\$ 7,313,758.00</b>	<b>\$ 6,174,711.00</b>	<b>102.55%</b>
Preliminary Unaudited Budget to Actual Report				

Kentucky State University			
FY22- Budget to Actual -Land Grant Match			
<u>Sources of Revenue</u>	Board Approved Budget FY21/22	Actual Expenditures 06/30/22	Percent Encumbered
State Appropriation*	\$ 8,881,900.00	\$ 8,448,060.00	95%
<b>Total Sources of Revenue:</b>	<b>\$ 8,881,900.00</b>	<b>\$ 8,448,060.00</b>	<b>95%</b>
*Per HB1- KSU received an additional funds for the Land Grant State Match of \$671,500 on June 6, 2022 *			
Preliminary Unaudited Budget to Actual Report			

Kentucky State University			
FY22 Budget to Actual - Asset Preservation			
<u>Sources of Revenue</u>	Board Approved Budget FY21/22	Actual 06/30/2022	Percent Encumbered
Asset Preservation Fee		\$ -	0%
FY19	\$ 400,000.00	\$ 351,035.00	0%
FY20	\$ 400,000.00	\$ 398,175.00	0%
FY21	\$ 400,000.00	\$ 462,865.00	0%
FY22	\$ 400,000.00	\$ 449,860.00	0%
<b>Total Sources of Revenue:</b>	<b>\$ 1,600,000.00</b>	<b>\$ 1,661,935.00</b>	<b>0%</b>
Preliminary Unaudited Budget to Actual Report			

# Cash Position Report 6/30/2022

<b>AVAILABLE CASH</b>		
Fifth Third Accounts	\$ 11,248,012.94	
Outstanding Checks	\$ (1,679,662.58)	
<b>Total Cash Available</b>		<b>\$ 9,568,350.36</b>
<b>Draw Downs</b>		
<b>G5 (FDL &amp; Pell)</b>		<b>\$ -</b>
<b>Revenue Anticipation Loan</b>		
		<b>\$ -</b>
<b>Student Receivables</b>	\$ 1,237,623.59	
<b>HEERF Funds</b>		<b>\$ 1,237,623.59</b>
<b>Total Cash</b>		<b>\$ 10,805,973.95</b>
<b>MONTHLY PAYROLL</b>		
Employee Deductions	\$ (239,201.09)	
Employer Deductions	\$ (349,059.37)	
		<b>\$ (588,260.46)</b>
Federal Taxes	\$ (42,833.17)	
State Taxes	\$ (8,910.55)	
Local Taxes	\$ (3,955.03)	
		<b>\$ (55,698.75)</b>
<b>Checks and Deposits - Net</b>	(\$156,325.43)	
		<b>\$ (156,325.43)</b>
<b>Total Payroll</b>		<b>\$ (800,284.64)</b>
<b>EFT</b>		
KERS Non-Hazardous Monthly Paym	\$ (201,107.00)	
<b>FY22 NO -PURCHASE ORDERS</b>	\$ (128,114.73)	
<b>FY22 GRANT &amp; STATE MATCH</b>	\$ (249,549.45)	
<b>FY22 NON GRANT</b>	\$ (18,257.57)	
<b>TOTAL GRANT AND NON GRANT INVOICE</b>		<b>\$ (395,921.75)</b>
<b>Direct Pays</b>		
STUDENT REFUNDS	\$ (14,608.24)	
ASSET PRESERVATION DEPOSIT	\$ 1,661,454.57	
ASSET PRESERVATION EXPENSES	\$ -	
ASSET PRESERVATION BALANCE	\$ 1,661,454.57	\$ (1,661,454.57)
<b>Credit Payments</b>		
AMERICAN EXPRESS	\$ (24,112.80)	
5/3 CORP CREDIT CARD	\$ -	
DINERS CLUB CARD	\$ (80,789.75)	
<b>Total Direct Pays/Credit Card Payments</b>		<b>\$ (119,510.79)</b>
<b>PAYABLES AGING</b>		
<b>0-30</b>	\$ (190,784.46)	
<b>31-60</b>	\$ (67,568.96)	
<b>61-90</b>	\$ -	
<b>91-120</b>	\$ -	
<b>120+</b>	\$ (9,444.60)	
<b>TOTAL*</b>	<b>\$ (267,798.02)</b>	
<b>TOTAL</b>		<b>\$ 7,828,802.20</b>
minus student account receivables		\$ (1,237,623.59)
Operating Cash		\$ 6,591,178.61
Land Grant State match (prior)		\$ (450,000.00)
minus Asset Preservation		\$ (1,661,454.57)
<b>Available Cash Assessable</b>		<b>\$ 4,479,724.04</b>

## Comparison of Statement of Income June 30, 2022

- Kentucky State University currently has exceeded total consolidated revenues by 2%.
- Expenditures for the University have exceeded revenues by \$11,339,665.00.

Please see the following reports that reflect these figures.





**Kentucky State University**  
**Preliminary Unaudited Statement of Income**  
**as of June 30, 2022**

	FY 2022 Unaudited	FY 2021 Unaudited	Variance Unaudited	%
<b>REVENUES:</b>				
Residential Tuition and Fees	\$ 16,573,332.00	\$ 16,372,459.00	\$ 200,873.00	1%
Non-Residential Tuition and Fees	\$ 1,058,128.00	\$ 924,226.00	\$ 133,902.00	14%
Destiny and Legacy Tuition and Fees	\$ (7,544.00)	\$ 77,326.00	\$ (84,870.00)	-110%
Other Fees	\$ 484,077.00	\$ 202,453.00	\$ 281,624.00	139%
Service Fees	\$ 56,974.00	\$ 37,065.00	\$ 19,909.00	54%
Non-Operating Revenue	\$ 438,854.00	\$ 637,035.00	\$ (198,181.00)	-31%
State Appropriations	\$ 28,084,924.00	\$ 25,885,069.00	\$ 2,199,855.00	8%
Federal Grants and Contracts	\$ 38,353,838.00	\$ 38,298,927.00	\$ 54,911.00	0%
Local Grants and Contracts	\$ 1,665,691.00	\$ 2,187,894.00	\$ (522,203.00)	-24%
Auxiliary	\$ 7,313,758.00	\$ 7,833,052.00	\$ (519,294.00)	-7%
Scholarship Allowance	\$ (2,244,873.00)	\$ (2,433,898.00)	\$ 189,025.00	-8%
<b>TOTAL REVENUES:</b>	<b>\$ 91,777,159.00</b>	<b>\$ 90,021,608.00</b>	<b>\$ 1,755,551.00</b>	<b>2%</b>
<b>EXPENDITURES:</b>				
			\$ -	
Instruction	\$ 13,671,274.00	\$ 16,961,895.00	\$ (3,290,621.00)	-19%
Research - Sponsored	\$ 9,753,265.00	\$ 8,755,997.00	\$ 997,268.00	11%
Public Service	\$ 10,405,425.00	\$ 10,203,802.00	\$ 201,623.00	2%
Academic Support	\$ 1,266,496.00	\$ 795,031.00	\$ 471,465.00	59%
Student Services	\$ 8,180,122.00	\$ 8,610,227.00	\$ (430,105.00)	-5%
Institutional Support	\$ 23,469,139.00	\$ 18,578,823.00	\$ 4,890,316.00	26%
Operations and Maintenance of Plant	\$ 7,952,545.00	\$ 7,056,308.00	\$ 896,237.00	13%
Depreciation	\$ 102,154.00	\$ 87,944.00	\$ 14,210.00	16%
Student Aid	\$ 22,120,007.00	\$ 19,970,202.00	\$ 2,149,805.00	11%
Auxiliary Enterprise	\$ 6,174,711.00	\$ 6,065,026.00	\$ 109,685.00	2%
Non Program Transactions	\$ 21,686.00		\$ 21,686.00	0%
<b>TOTAL EXPENDITURES:</b>	<b>\$ 103,116,824.00</b>	<b>\$ 97,085,255.00</b>	<b>\$ 6,031,569.00</b>	<b>6%</b>
<b>NET PROFIT/LOSS</b>	<b>\$ (11,339,665.00)</b>	<b>\$ (7,063,647.00)</b>	<b>\$ (4,276,018.00)</b>	<b>61%</b>

\*The University has received the entire \$23 million from State Appropriations. These funds will be reported on the Statement of Financial Position & Cash Flows for documentation.

# AGRI Endowment



KENTUCKY STATE  
UNIVERSITY  
KYSU.EDU

Here are my summary bullet points regarding the investment markets, the economy, and KSU's endowment in particular.

- Inflation is the key macroeconomic concern, currently running at the highest levels since the early 1980s. Excessive economic stimulus, through both direct payments to the public during the pandemic, and via the Federal Reserve lowering interest rates and intervening in the financial markets, is at the core of the current inflation conundrum.
- The Federal Reserve has reversed course and is now demonstrating its resolve to bring inflation down by raising short term interest rates and is doing so in an aggressive fashion.
- Rapidly rising interest rates bring down total returns for nearly all asset classes. This has resulted in the worst first-half performance for bonds and stocks in any calendar year since the 1920s.
- Commodity price inflation, exacerbated by the Russian invasion of Ukraine, is beginning to wane as nearly every grain, metal and energy market has declined rapidly in the last two months. This will make the Fed's job a bit easier as it combats inflation.
- The risk going forward is to the broader global economy: will the Fed's response to inflation result in recession? It is almost a foregone conclusion that the Fed is willing to tolerate a recession in exchange for bringing inflation back down.
- We believe that the rapid increase in interest rates has nearly run its course. We believe that Consumer Price Index reports over the coming months will show that inflation is about to moderate. This should provide cushion to the bond market, but the stock market's ability to rebound will be determined by the depth and length of any economic slowdown.
- KSU's portfolio is modeled as a 72% allocation to equities and 28% to fixed income.
  - Year to date performance is -16.28% through 7/12/2022. By comparison, most equity market indexes are down nearly 20%, and most fixed income indexes are down 10% to 12%, with a blended benchmark (72% MSCI ACWI IMI global equity index, and 28% Bloomberg US Agg Bond Market Index) down about 17.5%.



- Global equity diversification and higher quality, lower duration bonds have helped buffer portfolio in a very difficult environment.
- We continue to believe that KSU's portfolio is well positioned perform better than the broader indexes.

Please let me know if you need any further color on our current views.

Kindest regards,



**Chuck McCurdy, CFA®**  
Institutional Portfolio Manager



ARGI

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**MONTHLY STATEMENT**

Reporting Period: June 1 - 30, 2022

Account 9[REDACTED]9  
 [REDACTED] Y [REDACTED] E [REDACTED] Y  
 ATTN DOUGLAS R ALLEN II  
 NON-PROFIT ORGANIZATION

**ACCOUNT SUMMARY**

Total Account Value: \$19,063,354.29

**YOUR INDEPENDENT ADVISOR**

ARGI INVESTMENT SVCS LLC  
 2201 HIGH WICKHAM PLACE  
 LOUISVILLE KY 40245

For questions regarding the services provided  
 by your Independent Advisor call  
 (502) 753-0609

**CHANGE IN ACCOUNT VALUE**

	This Month 6/1/22 - 6/30/22	Year to Date 1/1/22 - 6/30/22
<b>BEGINNING VALUE</b>	\$20,188,968.49	\$22,628,580.26
Dividends and Interest	89,498.42	319,651.56
Market Appreciation/(Depreciation)	(1,215,112.62)	(3,846,701.28)
Other Income or Expense	-	(38,176.25)
<b>ENDING VALUE</b>	<b>\$19,063,354.29</b>	<b>\$19,063,354.29</b>
<b>CHANGE IN VALUE</b>	<b>\$(1,125,614.20)</b>	<b>\$(3,565,225.97)</b>

*Market Appreciation/  
 Depreciation  
 The change in value of  
 investments due to the market  
 assessment of their worth, which  
 is separate from value added by  
 corporate actions (such as the  
 issuance of dividend or interest  
 payments) and your own  
 additions or withdrawals.*

*Other Income or Expense  
 Miscellaneous expenses  
 including management fees, as  
 well as TD Ameritrade fees (such  
 as for wire transfer or returned  
 checks) and/or miscellaneous  
 income credited to the account  
 such as a margin interest  
 adjustment, royalties, etc.*

**SUMMARY OF HOLDINGS** (does not represent an asset allocation)

	Market Value as of 6/30/22	Percent of Account
Cash and Cash Alternatives	\$241,308.65	1.27%
Exchange Traded Funds (ETFs)	12,884,429.59	67.59
Fixed Income	5,937,616.05	31.15
<b>TOTAL VALUE</b>	<b>\$19,063,354.29</b>	<b>100.0%</b>

*Fixed Income includes  
 Corporate, Municipal, Agency,  
 Treasury, CMOs, CDs, Structured  
 Products, etc.*

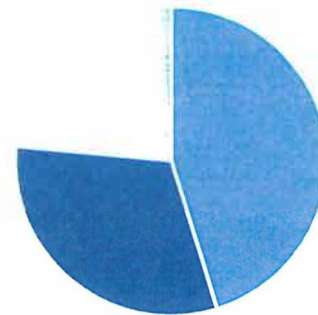
Questions about reading your Statement -  
 Contact us. (800) 431-3500  
 Accounts carried by TD Ameritrade Clearing, Inc., Member SIPC



**Kentucky State University Overview - All Accounts**

Overview	Quarter to Date	Year to Date
Beginning Market Value	\$19,063,315	\$22,755,503
Net Contributions and Withdrawals	\$0	\$0
Net Investment Change	-\$21,489	-\$3,708,763
Change in Accrued Income	\$5,219	\$10,132
Ending Market Value	\$19,036,608	\$19,036,608
<b>Performance (IRR)</b>	<b>-0.11 %</b>	<b>-16.28 %</b>

**Managed Allocation Overview\***



Kentucky State University	Value	Percent
U.S. Equity	\$8,612,374	45.2 %
Fixed Income	\$5,948,959	31.3 %
International Equity	\$4,241,801	22.3 %
Cash	\$233,473	1.2 %
<b>Total:</b>	<b>\$19,036,608</b>	<b>100.0 %</b>

**Managed Portfolio Performance\* (IRR)**

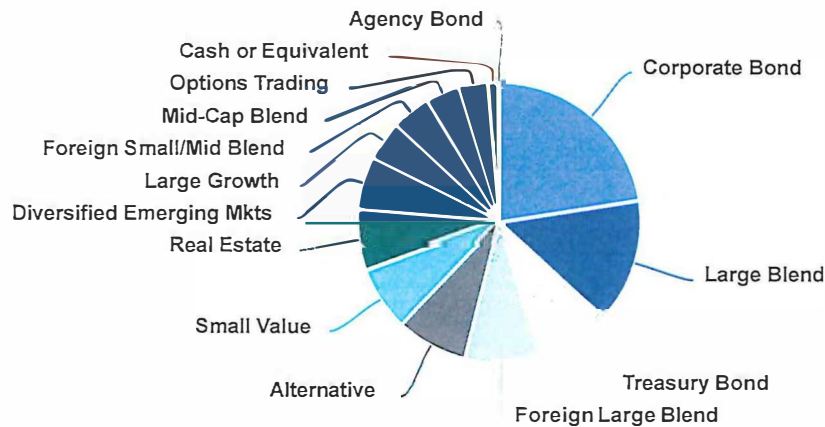
Portfolio	Inception Date	Ending Market Value	Net Contributions Since Inception	QTD	YTD	1 YR	3 YR	5 YR	Inception
Custom Strategic 4 Portfolio	8/22/2019	\$19,036,608	\$16,617,499	-0.11 %	-16.28 %	-13.91 %	-	-	4.70 %
<b>Portfolio Totals</b>		<b>\$19,036,608</b>	<b>\$16,617,499</b>	<b>-0.11 %</b>	<b>-16.28 %</b>	<b>-13.91 %</b>	<b>-</b>	<b>-</b>	<b>4.70 %</b>

\*Any non-managed accounts and assets you may have are excluded from managed sections and detailed at the end of the report.

**Benchmark Performance (IRR)**

Portfolio	QTD	YTD	1 YR	3 YR	5 YR	Since 8/22/2019
<b>Kentucky State University</b>						
MSCI ACWI IMI (TR Net)	-0.05 %	-20.48 %	-17.35 %	-	-	7.08 %
S&P 500 (TR)	0.93 %	-19.22 %	-11.62 %	-	-	11.49 %
S&P 600 Small Cap	-0.06 %	-18.99 %	-16.28 %	-	-	8.51 %
Dow Jones US Real Estate	0.44 %	-19.67 %	-10.93 %	-	-	3.11 %
MSCI EAFE (TR grs)	-0.98 %	-20.04 %	-19.29 %	-	-	2.77 %
MSCI Emerging Markets (TR grs)	-3.00 %	-19.95 %	-24.77 %	-	-	2.11 %
Bloomberg US Agg Bond	0.37 %	-10.01 %	-10.33 %	-	-	-1.64 %
Bloomberg US Corporate Investment Grade	0.75 %	-13.75 %	-13.94 %	-	-	-1.85 %
Bloomberg US Corporate High Yield Bond	1.73 %	-12.70 %	-11.71 %	-	-	0.67 %

**Managed Allocation Overview\* - Kentucky State University**



Asset Class (Greater than 3%)	Value	Allocation
Corporate Bond	\$4,282,510	22.50 %
Large Blend	\$2,730,910	14.35 %
Treasury Bond	\$1,642,639	8.63 %
Foreign Large Blend	\$1,592,730	8.37 %
Alternative	\$1,551,356	8.15 %
Small Value	\$1,406,762	7.39 %
Real Estate	\$1,309,431	6.88 %
Diversified Emerging Mkts	\$1,166,606	6.13 %
Large Growth	\$876,863	4.61 %
Foreign Small/Mid Blend	\$854,355	4.49 %
Mid-Cap Blend	\$737,052	3.87 %
Options Trading	\$628,110	3.30 %
<b>Total:</b>	<b>\$19,036,608</b>	<b>100.00 %</b>

# Protiviti Support Update 7/8/2022

## 2021 & 2022 Audit Support Update

July 08, 2022

Achievements and Current Progress	Challenges	Next Steps
<ul style="list-style-type: none"> <li>• Engaged a consulting firm to support the University in preparing for the 2021 and 2022 audits</li> <li>• Identified and finalizing supporting documentation for management finding and audit adjusting entries related to FY 2020 year-end</li> <li>• Compared Banner detail trial balance to audited financial statements for FY 2020 to identify beginning balance variances to be reviewed</li> <li>• Mapped accounts and roll-up between FY 2020 detailed trial balance and financial statements</li> <li>• Completed initial review of the 158 external auditor's FY 2021 request list items and updating supporting documentation for submission/resubmission:               <ul style="list-style-type: none"> <li>• 78% ready for external audit review</li> <li>• 22% in revision</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Limited institutional knowledge regarding prior year activities due to turnover in grant accounting and general accounting teams, resulting in staffing gaps and leading to increased efforts in identifying supporting documentation</li> <li>• KSU accounting teams have simultaneous competing priorities (i.e., APA requests, day-to-day accounting, annual audits)</li> <li>• Inconsistent historical bookkeeping and support maintenance has increased efforts to prepare or update supporting documentation for audit requests</li> <li>• Formal account mapping between the Banner system and Argos reporting tool has not been documented, increasing efforts in preparing trial balances and financial statements</li> </ul>	<ul style="list-style-type: none"> <li>• Finalize support for FY 2020 audit adjustments for interim Controller review and approval</li> <li>• Refresh the FY 2021 trial balance and review for any additional variances which may require further effort to address</li> <li>• Test account mapping between detailed trial balance to financial statements with refreshed FY 2021 trial balances to identify any mapping adjustments required</li> <li>• Continue to update and develop supporting documentation for FY 2021 audit request items               <ul style="list-style-type: none"> <li>• Targeting completion around end of July 2022</li> </ul> </li> </ul>



**ONWARD. UPWARD. #KSUFORWARD**

## **Finance & Administration: Answers to Board of Regents' Questions**

1. Number of employees KSU pays in KTRS? **There are 179 participants. KSU contributes 15.865%**
2. Student Services/Career Center update – number of employees currently? **None. In the past? In the past there were 3 employees in Career Services, but at one time there was a total of 4.** How much are the salaries? **Director's salary: \$90,000 and the Associate Director salary: \$59,100.** Current progress of filling vacancies? **Dr. Hamilton reports they are actively searching to fill vacancies.**
3. Latest Admissions for fall? New? Returning? –**(attachment)**
4. Calendar – when board members will receive periodic financial info? **Quarterly Board of Regent Meetings.**
5. How will Auxiliaries' Profit & Loss be tracked? **Through housing and meals revenues and expenditures accounting FOAPs (Fund Organization Account Program)**
6. Separate Budget for Auxiliaries. **(please see CFO Financial Summary Reports, page 12, presented at 6/28/22 Board of Regents Meeting)**
7. CFO to investigate interest income decrease. (Budgeted over \$10k, actual \$279) – **Dr. Shields is awaiting a meeting with Fifth Third to discuss.**
8. Provide Income Statement to include \$23 million loan from the state: **This item is not to be repaid at this time. Reported item will be provided on Balance Sheet Financial Statement at the October 12, 2022 Board of Regents meeting.**
9. Breakdown of Board of Regents expenditures – **(attachment)**
10. Confirm that KSU did NOT receive duplicate payment from CARES money. **Confirmed & replied to email on 6/24/22. - (attachment)**
11. Admissions – how are they tracking enrollments? – **Dr. Hamilton to get information from Admissions Director & provide answer to the board.**
12. Athletic Trainers? Hiring in process?
  - a. **Attorney Lang responded that an RFP has been drafted & trainers will be on campus by the time athletes arrive.**
13. Comparison between KSU & comparable University in size regarding financials, budgets, etc. **(please see CPE November 2021 Report on KSU Financial Status, pages 32-51)**
14. Student Services budget breakdown (includes Athletics) **\$5.9 million total budget for FY 22-23, \$2.2 million of that is Athletics' budget.**
15. What are the Land Grant salaries? - **(attachment)**
16. Board would like updates & reports on vacancies & progress on filling positions. **This situation has had a very slow progression in attempting to obtain qualified applicants. Open positions will be filled as availability in the budget allows.**

Attachments: #3: Enrollment comparison from Fall 2021 to Fall 2022  
#9. Breakdown of Board of Regents expenditures  
#10. Email from Dr. Shields to Regent Hatchett regarding funds  
#15. Salary Report provided by OHR for Land Grant Salaries

#3.

## KSU Enrollment Comparison

### Fall 2022 Enrollment Update

Student Type	Fall 2021 Census Enrollment	Fall 2021 Enrollment (7/12/2021)	Fall 2022 Total Enrollment	Fall 2022 Protected Students*	Fall 2022 Financially Enrolled**	Difference (Fall 2022 Total Enrolled VS Financially Enrolled)
New First Time Freshmen	476	302	268	0	0	268
New Transfer Students	119	52	39	0	0	39
New Graduate Students	49	19	6	0	0	6
Dual Credit Student	473	2	4	0	0	4
Continuing Undergraduate Students	1,067	1,020	728	0	0	728
Continuing Graduate Students	95	41	35	0	0	35
<b>TOTAL</b>	<b>2,279</b>	<b>1,436</b>	<b>1,080</b>	<b>0</b>	<b>0</b>	<b>1,080</b>

Notes: Protected and financially enrolled students are self identified. Data is not yet available.

\* Protected students are those who are getting money from third party.

\*\* Financially enrolled are students who have signed a payment plan.

## Board of Regents

Description	Approved Budget	Actual	Encumbrances	Remaining Balance
Salaries And Wages	\$ 298,080.00	\$ -	\$ -	\$ 298,080.00
Ft - Staff Exempt	\$ -	\$ 33,239.47	\$ -	\$ (33,239.47)
Fringe Benefits	\$ 68,558.40	\$ -	\$ -	\$ 68,558.40
Optional Retirement	\$ -	\$ 4,952.68	\$ -	\$ (4,952.68)
Employer Paid Medicare Tax	\$ -	\$ 481.97	\$ -	\$ (481.97)
Dental Insurance	\$ -	\$ 24.24	\$ -	\$ (24.24)
Health Ins - B.C./B. .	\$ -	\$ 524.17	\$ -	\$ (524.17)
Life Insurance	\$ -	\$ 18.90	\$ -	\$ (18.90)
ST/ LT Disability	\$ -	\$ 31.67	\$ -	\$ (31.67)
General Operating Supplies	\$ 9,865.00	\$ -	\$ -	\$ 9,865.00
Clothing & Shoes	\$ -	\$ -	\$ -	\$ -
Awards & Prizes	\$ -	\$ -	\$ -	\$ -
Flowers	\$ -	\$ 172.64	\$ 380.35	\$ (552.99)
Commencement	\$ -	\$ 21.51	\$ -	\$ (21.51)
Other Special Events	\$ -	\$ -	\$ -	\$ -
Books: Non-Library	\$ -	\$ 1,422.17	\$ -	\$ (1,422.17)
Signage	\$ -	\$ 95.00	\$ -	\$ (95.00)
Promotional Supplies	\$ -	\$ -	\$ -	\$ -
Prepared Foods	\$ -	\$ 6,504.39	\$ 1,560.00	\$ (8,064.39)
Communication	\$ 20.00	\$ -	\$ -	\$ 20.00
Postage	\$ -	\$ 145.32	\$ -	\$ (145.32)
Services	\$ 3,246.00	\$ -	\$ -	\$ 3,246.00
Printing Services	\$ -	\$ 4,047.03	\$ -	\$ (4,047.03)
Other Expenses	\$ 6,099.00	\$ -	\$ -	\$ 6,099.00
Other Expenses	\$ -	\$ -	\$ -	\$ -
Institute Dues & Membership	\$ -	\$ 5,395.00	\$ -	\$ (5,395.00)
Periodical & Subscriptions	\$ -	\$ -	\$ -	\$ -
<b>Grand Total:</b>	<b>\$ 385,868.40</b>	<b>\$ 57,076.16</b>	<b>\$ 1,940.35</b>	<b>\$ 326,851.89</b>



<b>FY 22 Board of Regents Detailed Expenses</b>					
<b>Detailed Expenses</b>	<b>Qtr1</b>	<b>Qtr2</b>	<b>Qtr3</b>	<b>Qtr4</b>	<b>Grand Total</b>
5/3 Corporate Card			\$ 776.35		\$ 776.35
Adcolor Inc				\$ 95.00	\$ 95.00
AGB	\$ 5,395.00	\$ 645.82			\$ 6,040.82
AMEXCCSANDERS NEWPORTCLEAN FFort	\$ 21.51				\$ 21.51
AMEXCCSANDERS SE MAIL SERVI LEX				\$ 1,274.39	\$ 1,274.39
AMEXCCSANDERS SOEAST MAIL SERVI LEX				\$ 1,681.39	\$ 1,681.39
April 2022 Copy Charges		\$ 149.99			\$ 149.99
EDIBLE ARRNG LEX SANDERSAMEXCC1221	\$ 52.99				\$ 52.99
HR Payroll 2021 MN 7 0			\$ 39,273.10		\$ 39,273.10
January 2022 Postage Charges	\$ 16.10				\$ 16.10
March 2022 Copy Charges		\$ 596.50			\$ 596.50
May 2022 Copy Charges		\$ 55.00			\$ 55.00
May 2022 Postage Charges		\$ 112.70			\$ 112.70
November 2021 Copy Charges				\$ 289.76	\$ 289.76
Sodexo Operations, LLC	\$ 6,440.00				\$ 6,440.00
Sonia Sanders Corporate Credit Card	\$ 64.39				\$ 64.39
Tingle's Riverview Florist LLC			\$ 119.65		\$ 119.65
<b>Grand Total</b>	<b>\$ 11,989.99</b>	<b>\$ 1,560.01</b>	<b>\$ 40,169.10</b>	<b>\$ 3,340.54</b>	<b>\$ 57,059.64</b>

#9

Description	Approved Budget	Actual	Encumberances	Remaining Balance
Salaries And Wages	\$ 101,200.00	\$ -	\$ -	\$ 101,200.00
Ft - Staff Exempt	\$ -	\$ 112,074.60	\$ -	\$ (112,074.60)
Fringe Benefits	\$ 23,276.00	\$ -	\$ -	\$ 23,276.00
Optional Retirement	\$ -	\$ 9,795.36	\$ -	\$ (9,795.36)
Employer Paid Social Security	\$ -	\$ 6,520.56	\$ -	\$ (6,520.56)
Employer Paid Medicare Tax	\$ -	\$ 1,524.96	\$ -	\$ (1,524.96)
Life Insurance	\$ -	\$ 32.40	\$ -	\$ (32.40)
ST/ LT Disability	\$ -	\$ 213.00	\$ -	\$ (213.00)
General Operating Supplies	\$ 480.00	\$ -	\$ -	\$ 480.00
Other Services	\$ -	\$ 1,500.00	\$ -	\$ (1,500.00)
<b>Grand Total:</b>	<b>\$ 124,956.00</b>	<b>\$ 131,660.88</b>	<b>\$ -</b>	<b>\$ (6,704.88)</b>

#9

### FY22 Internal Auditor Detailed Expenses

Detailed Expenses					
Org-103001	Qtr1	Qtr2	Qtr3	Qtr4	Grand Total
ComplianceLine Inc			\$ 1,500.00		\$ 1,500.00
HR Payroll 2021 MN 10 0				\$ 10,846.74	\$ 10,846.74
HR Payroll 2021 MN 11 0				\$ 21,693.48	\$ 21,693.48
HR Payroll 2021 MN 7 0			\$ 10,846.74		\$ 10,846.74
HR Payroll 2021 MN 8 0			\$ 10,846.74		\$ 10,846.74
HR Payroll 2021 MN 9 0			\$ 10,846.74		\$ 10,846.74
HR Payroll 2022 MN 1 0	\$ 10,846.74				\$ 10,846.74
HR Payroll 2022 MN 2 0	\$ 10,846.74				\$ 10,846.74
HR Payroll 2022 MN 3 0	\$ 10,846.74				\$ 10,846.74
HR Payroll 2022 MN 4 0		\$ 10,846.74			\$ 10,846.74
HR Payroll 2022 MN 5 0		\$ 10,846.74			\$ 10,846.74
HR Payroll 2022 MN 6 0		\$ 10,846.74			\$ 10,846.74
<b>Grand Total</b>	<b>\$ 32,540.22</b>	<b>\$ 32,540.22</b>	<b>\$ 34,040.22</b>	<b>\$ 32,540.22</b>	<b>\$ 131,660.88</b>

#10

**Shields, Gerald**

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**From:** Shields, Gerald  
**Sent:** Wednesday, June 22, 2022 8:00 PM  
**To:** Edward Hatchett  
**Subject:** Re: KYSU

Regent Hatchett,  
As far as I know, Kentucky State University has not received any duplicate HEERF Funding.

Sincerely,  
*Gerald D. Shields, Ph.D*  
**Vice President of Finance & Administration/CFO**  
Finance and Administration | Kentucky State University  
400 E. Main Street | Frankfort, KY 40601  
Academic Services Building, Rm. 201  
Office: (502) 597-5075 | Fax: (502) 597-6594  
*Onward, Upward*

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**From:** Edward Hatchett <ebhatchett@aol.com>  
**Sent:** Wednesday, June 22, 2022 4:11 PM  
**To:** Shields, Gerald <Gerald.Shields@kysu.edu>  
**Subject:** Re: KYSU

**CAUTION: This is an external email. Do not click on links, open attachments or reply, unless you recognize the sender and know the content is safe.**

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Hi Dr. Shields--  
I sent President Stamps a message last week asking if she could assure us that KSU did not receive any duplicate HEERF payments after I read an article in The Chronicle about an audit that said it had included a check on HBCUs.  
Do you have any information on that?  
Thanks.  
Ed

-----Original Message-----  
**From:** Shields, Gerald <Gerald.Shields@kysu.edu>  
**To:** ebhatchett@aol.com <ebhatchett@aol.com>  
**Sent:** Wed, Jun 22, 2022 11:46 am  
**Subject:** KYSU

Regent Hatchett,  
Appreciated our conversation, and please contact me direct regarding questions from the report attached.

Respectfully,  
**Gerald D. Shields, Ph.D.**  
**Vice President of Finance & Administration/CFO**  
Finance and Administration | Kentucky State University

## LAND GRANT SALARIES

Last Name	First Name	Job Title Description	Supervisor	Annual Salary	Position Status
Abrokwa	Joe	Instructional Laboratories Mgr Math And Scien	Tope, Avinash (RQJ004430)	\$52,961.16	Active
Adams	Danny	Small Farm Assistant III Food & Animal Scie	Cline, Janey (RQJ229518)	\$29,815.50	Active
Allen	Joseph	Media Production Technician II Research	Bates, Ashley (RQJ110050)	\$36,238.80	Active
Andries	Kenneth	Assoc Dean Int Dir Grad Prg Assoc Prof 12 mth	Pomper, Kirk (RQJ004890)	\$108,668.80	Active
Antonious	George	Professor 12 mth	Bernard, Marcus (RQJ229027)	\$90,416.28	Active
Armstrong	Dawson	Research Assistant Aquaculture	Semmens, Kenneth (RQJ148721)	\$38,766.00	Active
Auberry	William	Interim Farm Mgr Aquaculture	Tidwell, James (RQJ004858)	\$43,811.04	Active
Barber	Danielle	Program Coordinator	Pomper, Kirk (RQJ004890)	\$46,000.08	Active
Barfield	Dorothy	Program Asst County Ops & Spec Proj	Pomper, Kirk (RQJ004890)	\$39,390.00	Active
Bates	Kenneth	Geospatial Extension Spec Research	Pomper, Kirk (RQJ004890)	\$56,228.76	Active
Bates	Ashley	Media and Communications Manager	Pomper, Kirk (RQJ004890)	\$61,641.00	Active
Bebe	Frederick	Assistant Professor Research 12 mth	Bernard, Marcus (RQJ229027)	\$68,824.44	Active
Behrends	Matthew	Interim Research Associate	Nelson, Joni (RQJ091877)	\$45,848.76	Active
Bernard	Marcus	Associate Professor 12 mth	Pomper, Kirk (RQJ004890)	\$83,045.88	Active
Bernard	Alethea	Research Program Support Coordinator	Durborow, Robert (RQJ004455)	\$47,000.04	Active
Birch	Saundra	Technology Coordinator	Bates, Ashley (RQJ110050)	\$51,961.92	Active
Brown	James	Research Assistant	Semmens, Kenneth (RQJ148721)	\$38,766.00	Active
Brown	Jacob	Temporary Research Associate	Gebremedhin, Maheteme (RQJ148010)	\$45,000.00	Active
Brown-Patterson	Turquoise	Nutrition Program Coordinator	Owens, Courtney (RQJ187791)	\$45,848.76	Active
Brown-Price	Linda	Regional Extension Director North Region	Young, Allison (RQJ183797)	\$70,000.08	Active
Bryant	Richard	Extension Associate	Bernard, Marcus (RQJ229027)	\$48,905.40	Active
Calix	Nancy	USDA Civil Rights Compliance Officer	Pomper, Kirk (RQJ004890)	\$86,603.28	Active
Carrington	Dakarai	Research and Extension Asst-Value Add Process	Tope, Avinash (RQJ004430)	\$38,766.00	Active
Caudle	Lawrence	4-H Extension Associate	Owens, Courtney (RQJ187791)	\$52,000.08	Active
Chappel	David	Interim Jr. Video Editor	Bates, Ashley (RQJ110050)	\$40,579.50	Active
Chaudhary	Anju	Research and Extension Associate Organic Ag	Pomper, Kirk (RQJ004890)	\$45,000.00	Active
Chavous	Edwin	Small Farmer Outreach Coordinator	Owens, Courtney (RQJ187791)	\$70,000.08	Active
Chiluwal	Anuj	Assistant Professor of Agronomy (Tenure Track)	Bernard, Marcus (RQJ229027)	\$80,000.04	Active
Claiborn	Trevor	Extension Assistant - Small Farms	Cline, Janey (RQJ229518)	\$38,766.00	Active
Clay	Phillip	Assoc Prof Disability Resource Coord 12 mth	Pomper, Kirk (RQJ004890)	\$65,787.00	Active
Clement	Emily	Veterinary Technologist Extension	Andries, Kenneth (RQJ004878)	\$61,131.60	Active
Cline	Janey	Regional Extension Director (Western Region)	Owens, Courtney (RQJ187791)	\$70,000.08	Active
Cochran	Nathan J	Distance Ed and Online Prog I Aqua Pod	Tidwell, James (RQJ004858)	\$51,961.92	Active
Colten	Nathaniel	Farm Technician	Goins, Megan (RQJ110126)	\$35,334.00	Active
Cooper	Kimberly	Research Associate in Animal Science	Jiang, Yun (RQJ229492)	\$45,848.76	Active
Crabtree	Sheri	Sr Res.Exten Assoc - Horticulture	Pomper, Kirk (RQJ004890)	\$57,158.28	Active
Crawford	William	Community Outreach Coordinator Extension	Cline, Janey (RQJ229518)	\$53,795.76	Active
Dennis	Tiffany	Custodian Housekeeping	Ong, Andy (RQJ004635)	\$31,200.00	Active
Deramus	Chandra	Ext Agent Fam&Consumer Science Family & Con	Cline, Janey (RQJ229518)	\$46,867.56	Active
Dunn	Cheryl	Administrative Assistant III	Owens, Courtney (RQJ187791)	\$66,222.00	Active
Durborow	Robert	Act Assoc RD Int Asst Research Dir Prof 12 mt	Pomper, Kirk (RQJ004890)	\$109,592.92	Active

Eldridge	Rachel	Fiscal Coordinator Research	Pomper, Kirk (RQJ004890)	\$63,000.00	Active
Etumnu	Chinonso	Asst Prof Agricultural Business & Marketing	Bernard, Marcus (RQJ229027)	\$82,500.00	Active
Finley	Gill	Program Leader in Community Resource Developpr	Owens, Courtney (RQJ187791)	\$81,508.80	Active
Finn	Lechrista	Associate Professor 12 mth	Pomper, Kirk (RQJ004890)	\$80,969.88	Active
Fisk	Jill	Interim Research Assistant	Ray, Andrew (RQJ147541)	\$38,766.00	Active
Fleckenstein	Leo	Research and Extension Associate	Ray, Andrew (RQJ147541)	\$49,924.20	Active
Friley	Karen	Research Associate III Ag & Natural Resource	Bernard, Marcus (RQJ229027)	\$51,961.92	Active
Garrison	Lynn	Temp Extension Asst EERC	Ross, Louis (RQJ229465)	\$38,045.00	Active
Gebremedhin	Maheteme	Associate Professor 12 mth	Bernard, Marcus (RQJ229027)	\$80,484.00	Active
Goins	Megan	Int Farm Manager Ext Assoc	Pomper, Kirk (RQJ004890)	\$61,131.60	Active
Gonsalves	Wanda	Professor of Nursing 12 Mth	Tope, Avinash (RQJ004430)	\$83,045.88	Active
Gootee	Kaitlynn	Interim Extension Asst Env Ed	Ross, Louis (RQJ229465)	\$38,766.00	Active
Griffis	Bruce	Assistant Professor 9 mth	Tope, Avinash (RQJ004430)	\$46,692.72	Active
Grimes	Kristopher	Assoc Professor 12 mth State Spec Lead Sci	Pomper, Kirk (RQJ004890)	\$92,388.84	Active
Guglielmi	Anthony	Videographer & Applications Developer	Bates, Ashley (RQJ110050)	\$65,000.04	Active
Gullett	Lora	Extension Area Agent	Swinson, Nicole (RQJ229523)	\$45,848.76	Active
Gurtowski	Kevin	Extension Associate- GOAP & Forestry Ext	Nelson, Joni (RQJ091877)	\$50,943.00	Active
Gyawali	Buddhi	Professor 12 mth Lead Sci	Bernard, Marcus (RQJ229027)	\$110,644.20	Active
Hager	Janelle	State Specialist Aquaponics	Owens, Courtney (RQJ187791)	\$66,124.08	Active
Haney	John	Research & Extension Associate	Nelson, Joni (RQJ091877)	\$45,848.76	Active
Hannah	Kennedy	Extension Assistant for FCS	Young, Allison (RQJ183797)	\$38,766.00	Active
Hannemann	Jens	Associate Professor 9 mth	Tope, Avinash (RQJ004430)	\$67,475.04	Active
Harbut	Jhamicah	Extension Agent Family Consumer Sciences	Young, Allison (RQJ183797)	\$45,848.76	Active
Harrod	Stephen	Automotive Mechanic, Senior Environ Studies	Goins, Megan (RQJ110126)	\$38,220.00	Active
Holbrook	Kenneth	Research Assistant Apiculture	Olden, Farida (RQJ113346)	\$38,766.00	Active
Jackson	Pauline	Custodian II Aqua Pod	Auberry, William (RQJ229433)	\$31,024.50	Active
Jackson	Christine	Interim Research and Extension Assistant	Pomper, Kirk (RQJ004890)	\$38,766.00	Active
Jiang	Yun	Assistant Professor Livestock Nutrition (Tenu	Andries, Kenneth (RQJ004878)	\$78,000.00	Active
Johnson	Irma	CRD Extension Coordinator	Finley, Gill (RQJ030467)	\$56,037.48	Active
Kamminga	Katherine	Senior Research Scientist in Apiculture	Webster, Thomas (RQJ004570)	\$62,500.08	Active
Kelso	John	Extension and Research Assistant	Durborow, Robert (RQJ004455)	\$38,766.00	Active
Kobayashi	Hideka	Assoc/Full Professor	Bernard, Marcus (RQJ229027)	\$76,921.44	Active
Kring	Nathan	Research Associate Aquaculture	Ray, Andrew (RQJ147541)	\$45,848.76	Active
Lai	Alexander	Associate Professor 9 mth	Tope, Avinash (RQJ004430)	\$54,411.72	Active
Lay	Jerusha	Assistant Professor 12 mth	Bernard, Marcus (RQJ229027)	\$88,527.12	Active
Lohman	Andrew	Research Associate - Aquaponics Production	Hager, Janelle (RQJ085157)	\$46,000.08	Active
Lowe	Jeremiah	Research Assoc & Equip Mgr Atwood	Pomper, Kirk (RQJ004890)	\$57,158.04	Active
Lu	Li	Associate Professor 9 mth	Tope, Avinash (RQJ004430)	\$52,630.56	Active
Lucas	Shawn	Assistant Professor 12 mth	Bernard, Marcus (RQJ229027)	\$76,651.44	Active
Marquez Cordova	Jessica	Area Agent I	Finley, Gill (RQJ030467)	\$45,848.76	Active
Maynard	Whitney	Interim Research Assistant	Gyawali, Buddhi (RQJ103804)	\$38,045.00	Active
McCoun	Megan	Research and Extension Assistant	Andries, Kenneth (RQJ004878)	\$38,766.00	Active
McGee	Amy	Sr. Grant & Administrative Assist	Pomper, Kirk (RQJ004890)	\$48,906.00	Active
Miller	Jessica	Administrative Assistant III Aquaculture	Tidwell, James (RQJ004858)	\$40,755.00	Active
Miller	Kasondra	Research and Extension Associate	Rossi, Waldemar (RQJ177350)	\$45,000.00	Active

Milligan	Louis	Extension Agent 4H & Youth Dev Family & Con	Cline, Janey (RQJ229518)	\$46,867.68	Active
Miranda	Alexa	County Extension Agent Intern	Cline, Janey (RQJ229518)	\$33,150.00	Active
Mishra	Nilima	State Ext Spec for Dietetics and Human Nutrit	Owens, Courtney (RQJ187791)	\$61,410.84	Active
Munoz	Andrea	Sustainable Ag & Nutrition Ed Asst	Cline, Janey (RQJ229518)	\$29,796.00	Active
Nelson	Joni	Mgr CSFF & Sr Ext Assoc	Pomper, Kirk (RQJ004890)	\$57,158.28	Active
Nesbitt	Patrese	Asst Prof 9 Mth HPer	Pomper, Kirk (RQJ004890)	\$62,284.68	Active
Noel	M	Administrative Assistant III Research	Pomper, Kirk (RQJ004890)	\$40,755.00	Active
Novelo	Noel	Int Asst Professor Research Assoc 12 mth	Tidwell, James (RQJ004858)	\$68,513.16	Active
Obi	Sunday	Professor 9 mth	Pomper, Kirk (RQJ004890)	\$63,966.24	Active
Olden	Farida	Associate Professor 12 mth	Bernard, Marcus (RQJ229027)	\$81,219.00	Active
Ong	Andy	Land Grant Facilities Manager Extension	Pomper, Kirk (RQJ004890)	\$51,961.32	Active
Osterman	Stefanie	Coordinator of Land Grant Program Affairs	Pomper, Kirk (RQJ004890)	\$48,000.00	Active
Jackie	Jackie	Administrative Assistant III Extension	Owens, Courtney (RQJ187791)	\$40,755.00	Active
Owens	Courtney	Int Assoc Extension Admin Asst Prof 12 mth	Pomper, Kirk (RQJ004890)	\$111,074.04	Active
Palmer	Joseph	Interim Research Associate	Olden, Farida (RQJ113346)	\$45,848.76	Active
Palmer	Jonathan	Video Production Assistant and Photographer	Bates, Ashley (RQJ110050)	\$50,943.00	Active
Patel	Shreya	Research Associate Food & Animal Sciences	Tope, Avinash (RQJ004430)	\$46,867.68	Active
Peery	David	Extension Assistant Livestock Programming	Lay, Jerusha (RQJ203106)	\$38,766.00	Active
Polson	Suzette	Associate Professor 9 mth	Tope, Avinash (RQJ004430)	\$57,218.64	Active
Pomper	Kirk	Dean Dir Land Grant Professor 12 mth	Hamilton, Leroy (RQJ229471)	\$154,205.52	Active
Price	Rachel	SNAP Program Assistant	Swinson, Nicole (RQJ229523)	\$29,796.00	Active
Rajendran	Narayanan	Professor 9 mth	Tope, Avinash (RQJ004430)	\$62,886.60	Active
Ray	Andrew	Associate Professor 12 mth Lead Sci	Tidwell, James (RQJ004858)	\$88,532.40	Active
Reed	Jessica	SNAP Program Assistant Family & Consumer Sc	Swinson, Nicole (RQJ229523)	\$29,796.00	Active
Rice	Cynthia	Interim Research and Extension Associate	Gyawali, Buddhi (RQJ103804)	\$45,848.76	Active
Ries	Ian	Interim Extension Asst Env Ed	Ross, Louis (RQJ229465)	\$38,766.00	Active
Roberts	Monique	Administrative Assistant III	Tope, Avinash (RQJ004430)	\$44,830.50	Active
Rogers	Johnathan	Assistant Professor of Mathematics 9 mth	Tope, Avinash (RQJ004430)	\$54,999.84	Active
Rogers	William	Research and Extension Assistant	Owens, Courtney (RQJ187791)	\$43,816.50	Active
Rogers	Laura	Small Farms Agent Food & Animal Sciences	Cline, Janey (RQJ229518)	\$47,886.48	Active
Rosenbach	Kathryn	Sr. HR Generalist	Raglin, Candace (RQJ104118)	\$50,943.00	Active
Ross	Louis	Manager of Environmental Education Research	Pomper, Kirk (RQJ004890)	\$50,943.00	Active
Rossi	Waldemar	Assistant Professor Research 12 mth	Tidwell, James (RQJ004858)	\$78,271.08	Active
Sandifer	Jeremy	Sr Exten & Research Assoc in Stem Outreach	Gyawali, Buddhi (RQJ103804)	\$52,675.32	Active
Schweickart	Otto	Research Assistant Research	Goins, Megan (RQJ110126)	\$45,883.50	Active
Scott	Zachary	Research Assistant	Antonious, George (RQJ004663)	\$38,766.00	Active
Sedlacek	John	Chair Professor 12 mth	Pomper, Kirk (RQJ004890)	\$114,300.68	Active
Sellers	Cameron	Assistant Coord Extension Program Support	Finley, Gill (RQJ030467)	\$35,997.00	Active
Semmens	Kenneth	Associate Professor 12 mth	Tidwell, James (RQJ004858)	\$78,993.96	Active
Simon	Marion	Professor Extension 12 mth	Owens, Courtney (RQJ187791)	\$95,814.36	Active
Skelton	Steven	Farm Technician II Research	Goins, Megan (RQJ110126)	\$32,097.00	Active
Smith	Laykin	SNAP Program Assistant Family & Consumer Sc	Swinson, Nicole (RQJ229523)	\$29,796.00	Active
Smoot-Baker	Ashlie	Equity and Inclusion Coordinator	Calix, Nancy (RQJ004693)	\$42,792.24	Active
Stonewall	McKinley	Research Assistant	Andries, Kenneth (RQJ004878)	\$38,766.00	Active
Swinson	Nicole	SNAP-Ed Program Coordinator	Owens, Courtney (RQJ187791)	\$62,000.04	Active

Templeton	Susan	Administrative Assistant III Extension	Pomper, Kirk (RQJ004890)	\$48,750.00	Active
Terry	K'ori	Research Technician Apiculture	Sedlacek, John (RQJ004522)	\$31,999.50	Active
Thomas	Dennis	Production Coordinator Research	Bates, Ashley (RQJ110050)	\$67,650.60	Active
Thompson	Patrice	Extension Agent-4H Family & Consumer Sci	Cline, Janey (RQJ229518)	\$46,867.68	Active
Thompson	Jody	Interim Research and Extension Associate	Pomper, Kirk (RQJ004890)	\$48,000.00	Active
Thompson	Kenneth	State Specialist 4H Youth Development	Owens, Courtney (RQJ187791)	\$71,320.32	Active
Tidwell	James	Chair Professor 12 Mth	Pomper, Kirk (RQJ004890)	\$142,466.96	Active
Tidwell	Patrick	Part Time Jr Graphic Designer Extension	Bates, Ashley (RQJ110050)	\$15,080.00	Active
Tope	Avinash	Chair Associate Prof 12 mth & Lead Scientist	Pomper, Kirk (RQJ004890)	\$103,658.80	Active
Townsend	Casey	4-H Extension Associate	Owens, Courtney (RQJ187791)	\$52,000.08	Active
Trivette	Thomas	Interim Extension Associate	Nelson, Joni (RQJ091877)	\$45,848.76	Active
Turley	Eric	Research Associate II Environ Studies & Sus	Antonious, George (RQJ004663)	\$51,961.92	Active
Van Sanford	Blake	Research & Exten Asst Organic Ag	Lucas, Shawn (RQJ182988)	\$38,766.00	Active
Vandiver	Bailey	Content Coordinator/Writer	Bates, Ashley (RQJ110050)	\$50,000.04	Active
Vincent	Jacob	Greenhouse Manager	Goins, Megan (RQJ110126)	\$45,848.76	Active
Walker	Brian	Extension Assistant 4-H	Owens, Courtney (RQJ187791)	\$38,766.00	Active
Walling	Chelsea	Interim Extension and Research Assoc	Thompson, Kenneth (RQJ004894)	\$45,848.76	Active
Walston	Herman	Professor 9 Mth	Pomper, Kirk (RQJ004890)	\$91,226.16	Active
Warner	Jeffrey	Research&Extension Assoc Aquaculture Genetics	Gomelsky, Boris (RQJ004805)	\$45,848.76	Active
Washington	Gavin	Associate Professor 9 mth	Pomper, Kirk (RQJ004890)	\$53,960.04	Active
Webster	Thomas	Professor 12 mth	Bernard, Marcus (RQJ229027)	\$86,097.84	Active
Weibel	Charles	Media and Tech Coord I Research	Bates, Ashley (RQJ110050)	\$51,961.92	Active
Wemmer	Morgan	Extension Assistant Livestock Programming	Lay, Jerusha (RQJ203106)	\$38,766.00	Active
Wetenkamp	Stuart	Farm Technician	Goins, Megan (RQJ110126)	\$35,763.00	Active
Williams	Wyvette	Senior Graphics Designer	Bates, Ashley (RQJ110050)	\$59,094.00	Active
Wise	Clifton	Assistant Professor 9 mth	Tope, Avinash (RQJ004430)	\$67,475.04	Active
Wood	Christopher	Farm Technician Research	Goins, Megan (RQJ110126)	\$35,100.00	Active
Wynne	Forrest	State Specialist Aqua Pod	Tidwell, James (RQJ004858)	\$66,130.32	Active
Yancey	Daniel	PT Asst Farm Mgr Aquaculture	Auberry, William (RQJ229433)	\$44,850.00	Active
Yang	Eric	Dir International Affairs & Global Ag Prog	Pomper, Kirk (RQJ004890)	\$82,527.84	Active
Young	Allison	Assoc Prof 12 mth Prog Leader FCS	Pomper, Kirk (RQJ004890)	\$89,435.40	Active
Young	Terrence	County Extension Agent Intern	Cline, Janey (RQJ229518)	\$33,150.00	Active
			<b>TOTAL</b>	<b>\$9,211,166.62</b>	





# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## INFORMATION ITEM 12B

### **INFORMATION ITEM:**

Staff Holiday Calendar Update.

### **FACTS:**

The attached Staff Holiday Calendar is presented for your review. Kentucky State University has reduced the number of holiday days from 31 days for AY 2021-22 to 25 days for AY 2022-23 by eliminating holidays that are not observed at other public institutions: Columbus Day, Veterans Day, Thanksgiving Holiday (Monday-Thursday), and President's Day.

### **BUDGETARY IMPLICATIONS:**

None.



# Staff Holiday Schedule

## Fiscal Year 2023

July 1, 2022 – June 30, 2023

Holiday	Date(s) Observed	Day(s) Observed
Independence Day	July 4, 2022	Monday
Labor Day	September 5, 2022	Monday
Thanksgiving	November 23 - 25, 2022	Wednesday - Friday
Winter Break	December 19, 2022- January 2, 2023	Monday - Monday
Martin Luther King Jr. Day	January 16, 2023	Monday
Spring Break	March 13-17, 2023	Monday-Friday
Good Friday	April 7, 2023	Friday
Memorial Day	May 29, 2023	Monday
Juneteenth	June 19, 2023	Monday

Note dates are subject to change



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## INFORMATION ITEM 12C

### **INFORMATION ITEM:**

Internal Auditor Contract Update

### **FACTS:**

At its Special Called Board Meeting of April 27, 2022, the Kentucky State University Board of Regents approved the University's request to solicit competitive vendor proposals for Internal Audit Services pursuant to 200 KAR 5:306. The University has since solicited and received several vendor proposals. The University is now in the processing of evaluating those proposals and anticipates making an award in the coming weeks. The University shall bring a final contract back to the board for approval.

### **BUDGETARY IMPLICATIONS:**

Unknown at this time.



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 12E

### ACTION ITEM:

Approval of Expenditure – Research Properties

### FACTS:

To enhance the Land Grant Program, we are requesting to use USDA Federal restricted Grant Research funds to potentially purchase up to 6 properties to meet agricultural and natural resources research objectives in the Land Grant Program. The new Franklin County property would be used by the KSU Agronomy research program for corn and rye trials, as well as Animal Science research on goat and cattle production. The forested properties in Grayson, Warren, Laurel, and Jackson Counties would be used by the KSU Forestry and the Water Quality Programs for research projects on forestry management, water quality, and invasive species control, as well as agroforestry experiments. These properties will all be used by faculty, staff, undergraduate and graduate students in our Master of Science in Environmental Studies Program and Agriculture, Food, and Environment undergraduate degree program to conduct long-term projects, including using drones and remote sensing techniques, in examining the impact of climate change, issues with invasive plants, examination of insects, micro-invertebrates, and other organisms in water quality, agroforestry, pawpaw diversity, forest management, entomology, aquatic and terrestrial ecosystems, and apiculture. These lands will support the entire KSU USDA 2021-2025 Plan of Work (POW) by assisting in all critical issues areas for research on pages 6-8 in the POW.

Each year, the KSU Land Grant Program receives approximately \$9,000,000 in Federal Research and Extension Grant Funds and \$9,000,000 State Matching funds for a total of approximately \$18,000,000. These funds are **restricted** in use to support agricultural and forestry research and extension activities; each federal research grant must be expended within two years. Dr. Kirk Pomper, the Director of Land Grant Programs and Dean of the College of Agriculture, Community, and the Sciences, serves as the Principal Investigator for these funds. Due to a number of reasons, the KSU Land Grant Program has not fully expended FY21 USDA Federal Evans Allen Research funds over the last year and a half. This has been due to issues with COVID-19 limiting travel and hiring, change-over of administrative personnel delaying hiring and purchasing, limited purchasing and account staffing, supply chain issues, and significant increases in appropriations from Congress in USDA Federal Evans Allen Research funds and the required state matching funds, over the last several years. Therefore, the KSU Land Grant Program has this unique opportunity to utilize these research funds to purchase lands to expand the research programs as described above. We are requesting to utilize USDA Research Grant funds not to exceed the amount of \$2,311,200 for the purchase of properties for this project. Purchases of the properties would also be subject to



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

USDA approval after KSU Board of Regent approval. The properties are currently being appraised. We request permission to purchase the following properties:

County	Acreage	Description	Estimated Cost
Franklin	107	Agricultural land and woodlands	\$900,000.00
		<b>Or</b>	
Jackson	1050	Made of 8 tracts; may not purchase all 8	\$900,000.00
		<b>And</b>	
Grayson	172	Forested	\$674,240.00
Warren	100	Forested with some open habitat	\$392,000.00
Laurel	88	Mix of forested and open habitat.	\$344,960.00
		<b>Total not exceeding</b>	\$2,311,200.00

**BUDGETARY IMPLICATIONS:**

USDA Research Grant funds would be used to purchase research properties not to exceed the amount of \$2,311,200. USDA grant funds for this project must be committed by September 30, 2022. Purchases would follow after Board of Regents and USDA approval.

**RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the properties purchases.

**MOTION:**

Approve the purchase of the identified properties.



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 12F

### **ACTION ITEM:**

Approval of Expenditure – New Residence Hall (Network Equipment)

### **FACTS:**

It has been recently discovered that Kentucky State University will be responsible for providing the network equipment needed to operate essential technology services (wi-fi, security cameras, fire panels, door access, etc.) in the new residence hall. After review of the blue prints and a meeting with the new residence hall contractors, the University's network vendor (Integration Partners) has prepared the following quotes:

#### Interior Network Equipment

This quote includes 440 wireless interior access points, 20 network switches, 10 closet UPS' (battery backup), associated wiring and installation services.

#### Exterior Network Equipment

This quote includes 4 wireless exterior access points, associated wiring and installation services.

### **BUDGETARY IMPLICATION:**

The total cost for Interior Network Equipment is \$385,578.77 and the cost for Exterior Network Equipment is \$6,624.72 for a total cost of \$392,203.49. The University will be using the Commonwealth of Kentucky's Master Agreement MA 758 1800000265.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State Board of Regents approve the contracts for network equipment for the new residence hall.

### **MOTION:**

Approve Contracts for Network Equipment for the New Residence Hall.



Prepared For:

KENTUCKY STATE UNIV

June 24, 2022

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

<b>Term</b>	<b>48</b>
<b>Option</b>	<b>TELP</b>
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	4
	<b>Payments</b>

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	
3000124540335.1	Dell Latitude 5530	\$1,385.00	155	\$214,675.00	0.26896	\$57,738.99
	Dell Dock- WD19S 90w Power Delivery - 130w A	\$180.00	155	\$27,900.00	0.26896	\$7,503.98
<b>TOTALS</b>				<b>\$242,575.00</b>		<b>\$65,242.97</b>

**Proposal Expiration Date:**

July 29, 2022

\*Payments are net of sales tax. Applicable Tax will be applied per tax laws\*

**PLEASE NOTE:**

**Personal Property Taxes (PPT) do not apply to this lease.**

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

**End of Term Options:**

**Tax Exempt Lease Purchase (TELP):**

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

**Tiffany Collins**

Financial Solutions Representative

Dell | Financial Services

office + 1 512 720-3106

[Tiffany\\_Collins@Dell.com](mailto:Tiffany_Collins@Dell.com)

**Additional Information:**

**LEASE QUOTE:** The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

**PURCHASE ORDER:** The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

**APPROPRIATION COVENANT:** The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

**DOCUMENTATION:** In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

**PROPOSAL VALIDITY / APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.



A  ConvergeOne COMPANY

Kentucky State University

KSU New Dorm Outdoor Wireless

Prepared By: Brian Bailey

Date: June 09, 2022

Quote #: 083015 v1



## KSU New Dorm Outdoor Wireless

<b>Quote Information:</b>	<b>Prepared For:</b>	<b>Ship To:</b>	<b>Bill To:</b>	<b>Prepared By:</b>
Quote #: 083015	Kentucky State University	Kentucky State University	Kentucky State University	Integration Partners, A ConvergeOne Company
Version: 1	Wendy Dixie	Wendy Dixie	Wendy Dixie	Brian Bailey
Delivered: 06/09/2022	400 East Main Street	400 East Main Street	400 East Main Street	317-813-6360
Expires: 07/09/2022	Frankfort KY 40601	Frankfort KY 40601	Frankfort KY 40601	Fax 781-357-8500
	wendy.dixie@kysu.edu	wendy.dixie@kysu.edu	wendy.dixie@kysu.edu	bbailey@integrationpartners.com
	(502) 597-6927	(502) 597-6927	(502) 597-6927	

Commonwealth of Kentucky Master Agreement  
 MA 758 1800000265

### Bill of Materials

Qty	Manufacturer	Part Number	Description	Price	Ext. Price
4	Extreme Networks	AP460S12C-FCC	Aerohive - ExtremeCloud IQ: Tri-Radio Outdoor WiFi6 AP (4x4 5 GHz 2x2 Dual Band & 1x1 Sensor) Dual 5GHz 2.5 GbE & 1 GbE Port Integrated Light/Power Sensors & BLE/Zigbee AI/ML Green Mode Internal Sector Antenna (120o) Domain: NA	\$606.90	\$2,427.60
4	Extreme Networks	MBO-ART02	MBO-ART02 Articulating Mounting Bracket	\$99.12	\$396.48
4	Extreme Networks	ACC-MBO-KT-AX	Adaptor Bracket for Outdoor AP460xxxC for Tilting Brackets (KT-147407-02 KT-150173-01 or MBO-ART02)	\$46.20	\$184.80
4	Extreme Networks	XCC-ORC-S-EW	Extreme Campus Controller - 1 Device RTU Subscription for ExtremeWorks	\$41.46	\$165.84
1	Integration Partners	IP-PRO-CORE	Core Infrastructure Professional Services	\$3,450.00	\$3,450.00
<b>Bill of Materials Subtotal</b>					<b>\$6,624.72</b>

### Quote Summary

Description	Amount
Bill of Materials	\$6,624.72
<b>Total</b>	<b>\$6,624.72</b>

Unless you have a pre-existing agreement with us, this quote and your subsequent purchase is subject to the terms and conditions found at <https://integrationpartners.com/master-purchase-agreement-conditions/>

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## Kentucky State University

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Signature

---

Printed Name

---

Title

---

Date



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000124540335.1</b>	<b>Sales Rep</b>	Jason Freeman
<b>Total</b>	<b>\$242,575.00</b>	<b>Phone</b>	(800) 456-3355, 7287613
<b>Customer #</b>	660460	<b>Email</b>	Jason_Freeman@Dell.com
<b>Quoted On</b>	Jun. 24, 2022	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Jul. 24, 2022		KENTUCKY STATE UNIV
<b>Contract Name</b>	Desktops, Laptops, and Associated Services		400 E MAIN ST
<b>Contract Code</b>	C000000007733		400 EAST MAIN ST
<b>Customer Agreement #</b>	UK-1400-15		FRANKFORT, KY 40601-2334
<b>Deal ID</b>	19495010		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Jason Freeman

### Shipping Group

Shipping To	Shipping Method
RECEIVABLE DEPT KENTUCKY STATE UNIV JORDAN WHSE 400 E MAIN ST FRANKFORT, KY 40601-2334 (502) 597-6807	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5530	\$1,385.00	155	\$214,675.00
Dell Dock- WD19S 90w Power Delivery - 130w AC	\$180.00	155	\$27,900.00

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<b>Subtotal:</b>	<b>\$242,575.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$242,575.00</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$242,575.00</b>

Special pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

## Shipping Group Details

### Shipping To

RECEIVABLE DEPT  
KENTUCKY STATE UNIV  
JORDAN WHSE  
400 E MAIN ST  
FRANKFORT, KY 40601-2334  
(502) 597-6807

### Shipping Method

Standard Delivery

	<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Latitude 5530</b>	<b>155</b>	<b>\$214,675.00</b>

Estimated delivery if purchased today:  
Jul. 27, 2022  
Contract # C000000007733  
Customer Agreement # UK-1400-15

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 XCTO Base	210-BDLN	-	155	-
12th Generation Intel vPro Essentials with Intel Core i7-1255U (10 Core, 12 MB Cache, 12 Threads, up to 4.70 GHz)	379-BETV	-	155	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	155	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	155	-
Assembly Base	338-CDKI	-	155	-
i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt	338-CDNB	-	155	-
Intel ME disabled	631-ADFG	-	155	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	155	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BNKV	-	155	-
15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, HD Camera, WLAN	391-BGMJ	-	155	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	155	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	155	-
Intel AX211 WiFi 6e 2x2 AX+ BT 5.2	555-BHHU	-	155	-
58WHR, 4 Cell Battery Express Charge Capable	451-BCWY	-	155	-
E5 90W Adapter, USB Type-C	492-BDGE	-	155	-
Single Pointing, No Security, Thunderbolt 4	346-BHSU	-	155	-
E5 Power Cord 1M US	537-BBDK	-	155	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	155	-
ENERGY STAR Qualified	387-BBPW	-	155	-
Custom Configuration	817-BBBB	-	155	-
SupportAssist	525-BBCL	-	155	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	155	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	155	-
Waves Maxx Audio	658-BBRB	-	155	-
Dell Power Manager	658-BDVK	-	155	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	155	-

Dell Optimizer	658-BEQP	-	155	-
Windows PKID Label	658-BFDQ	-	155	-
Mix Model 90W Adapter + ADL CPU	340-CYUZ	-	155	-
HD Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBID	-	155	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	155	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	155	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	155	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	155	-
Dell Limited Hardware Warranty	997-8317	-	155	-
ProSupport: 7x24 Technical Support, 4 Years	997-8346	-	155	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	155	-
ProSupport: Next Business Day Onsite, 3 Year Extended	997-8357	-	155	-
Absolute Resilience Education 4 Year	365-1129	-	155	-
Absolute Installation Fee	365-1245	-	155	-
BIOS - Absolute Setting	376-9455	-	155	-

<b>Quantity</b>		<b>Subtotal</b>
\$180.00	155	\$27,900.00

**Dell Dock- WD19S 90w Power Delivery - 130w AC**

Estimated delivery if purchased today:  
 Sep. 23, 2022  
 Contract # C000000007733  
 Customer Agreement # UK-1400-15

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dock – WD19S 90W Power Delivery – 130w AC	210-AZBG	-	155	-
Advanced Exchange Service, 3 Years	824-3984	-	155	-
Dell Limited Hardware Warranty	824-3993	-	155	-

<b>Subtotal:</b>	<b>\$242,575.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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**Total: \$242,575.00**

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



A  ConvergeOne COMPANY

### Kentucky State University

Kentucky State University New Student Housing Network  
Infrastructure - Budgetary v2

Prepared By: Brian Bailey

Date: June 06, 2022

Quote #: 082584 v1



## Kentucky State University New Student Housing Network Infrastructure - Budgetary v2

<b>Quote Information:</b>	<b>Prepared For:</b>	<b>Ship To:</b>	<b>Bill To:</b>	<b>Prepared By:</b>
Quote #: 082584	Kentucky State University	Kentucky State University	Kentucky State University	Integration Partners, A ConvergeOne Company
Version: 1	Wendy Dixie	Wendy Dixie	Wendy Dixie	Brian Bailey
Delivered: 06/06/2022	400 East Main Street	400 East Main Street	400 East Main Street	317-813-6360
Expires: 06/25/2022	Frankfort KY 40601	Frankfort KY 40601	Frankfort KY 40601	Fax 781-357-8500
	wendy.dixie@kysu.edu	wendy.dixie@kysu.edu	wendy.dixie@kysu.edu	bbailey@integrationpartners.com
	(502) 597-6927	(502) 597-6927	(502) 597-6927	

Commonwealth of Kentucky Master Agreement  
 MA 758 1800000265

### Bill of Materials

Qty	Manufacturer	Part Number	Description	Price	Ext. Price
1	Extreme Networks	VSP4900-12MXU-12XE-B1	VSP4900-12MXU-12XE with 1100W PSU Bundle	\$8,675.10	\$8,675.10
1	Extreme Networks	10941	1100 Watt AC PoE Power Supply Module with Front-to-Back Airflow	\$647.22	\$647.22
1	Extreme Networks	VSP-PRMR-LE-LIC-P	VSP 4900 Premier Feature License with MACsec for 1 Chassis - VOUCHER	\$4,251.43	\$4,251.43
1	Extreme Networks	10304	10 Gigabit Ethernet SFP Passive Cable Assembly 1m Length	\$74.76	\$74.76
20	Extreme Networks	5520-12MW-36W	ExtremeSwitch5520 12 100Mb/1Gb/2.5Gb/5Gb 802.3bt 90W PoE 36 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 Stacking/QSFP28 1 Un-pop VIM Slot MACsec Capable 3 Fan Modules 2 Un-pop Modular PSU Slots (Includes 1 Year XIQ Pilot Cloud Subscription)	\$5,559.96	\$111,199.20
40	Extreme Networks	XN-ACPWR-1100W-FB	1100W AC PoE Power Supply - Front to Back Airflow	\$652.26	\$26,090.40
42	Extreme Networks	10099	Power Cord 15A USA NEMA 5-15 C15	\$12.18	\$511.56
10	Extreme Networks	5520-VIM-4X	5520 Versatile Interface Module with 4 x 10Gb SFP+ Ports	\$654.78	\$6,547.80
20	Extreme Networks	10311	40GB Stacking Cable/DAC with QSFP+, 0.5m (for X465/5520/5720)	\$160.44	\$3,208.80
22	Extreme Networks	10302	10 Gigabit Ethernet SFP+ Module 1310nm SMF 10km Link LC Connector	\$1,122.24	\$24,689.28
22	Extreme Networks	9380532-3M	Cable Assembly LC to LC Duplex SM Fiber 3M	\$89.88	\$1,977.36
1	Extreme Networks	XN-ACPWR-750W-F	AC 750W PSU Front to Back Airflow for use in VSP7400 SLX9150 SLX9250 X695	\$786.66	\$786.66

## Bill of Materials

Qty	Manufacturer	Part Number	Description	Price	Ext. Price
420	Extreme Networks	AP302W-FCC	ExtremeCloud IQ: Indoor WiFi6 Wallplate 2x2 Radios with Dual 5GHz and 4 GE Ethernet Ports with POE Out. Integrated Light/Power Sensors & BLE. AI/ML Green Mode. Internal Antennas. Domain: US	\$227.22	\$95,432.40
20	Extreme Networks	AP410C-FCC	ExtremeCloud IQ: Indoor Tri Radio WiFi6 AP 2.4 GHz 5GHz & Sensor w/Dual 5GHz & Multirate Port Integrated Light Power Sensors BLE/Zigbee I/ML Green Mode INT Antennas T-Bar Incl Mt (AH-ACCBKT-AX-TB).	\$505.26	\$10,105.20
440	Extreme Networks	XIQ-PIL-S-C-EW	XIQ Pilot SaaS EW SaaS Support - ExtremeCloud IQ Pilot SaaS Subscription and EW SaaS Support for One (1) Device	\$113.07	\$49,750.80
10	APC BY SCHNEIDER ELECTRIC	SMT1500RM2U C	APC BY SCHNEIDER ELECTRIC : APC Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect	\$952.00	\$9,520.00
960	Integration Partners	9846	Cat6 Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, UTP, Pure Bare Copper Wire, 24AWG, 1ft, Green	\$2.73	\$2,620.80
1	Integration Partners	IP-PRO-CORE	Core Infrastructure Professional Services - Installation and Configuration	\$29,490.00	\$29,490.00
<b>Bill of Materials Subtotal</b>					<b>\$385,578.77</b>

## Quote Summary

Description	Amount
Bill of Materials	\$385,578.77
<b>Total</b>	<b>\$385,578.77</b>

Full payment of invoices are due within thirty days of invoice date (NET30). All hardware, software licensing, technical support, freight charges and applicable sales tax will be invoiced upon registration and shipment to customer. Product held at Integration Partners due to lab staging services or customer delay will be invoiced upon receipt at Integration Partners. Any labor for services to be performed will be invoiced at fifty percent (50%) upon project kickoff, with the remainder to be invoiced upon project completion. The terms and conditions of this proposal shall apply to all Purchase Orders and override any different or additional terms on any purchase order form. Referencing purchase order numbers on invoices are done for customer convenience only. All returns are subject to manufacturer's return policies and must be authorized in advance of return by Integration Partners.

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## Kentucky State University

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Signature

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Printed Name

---

Title

---

Date

Insert Customer Company Letter Head

# Purchase Order

**Company Name:** \_\_\_\_\_

**P.O. Date:** \_\_\_\_\_

**Payment Terms**  
**\*DFS LEASE or LOAN**  
 (Circle choice)

**P.O. Number:** \_\_\_\_\_

If no P.O. number is specified, the date on the P.O. will be used as the P.O. number.

**Dell Customer Number:** \_\_\_\_\_

<b>Bill to Name:</b> <b>Street Address:</b> <b>City, State Zip</b> <b>Attn:</b> <b>Phone #:</b> <b>Email:</b>
--

<b>Ship To Name:</b> <b>Street Address:</b> <b>City, State Zip</b> <b>Attn:</b> <b>Phone #:</b> <b>Email:</b>
--

- Customer agrees to finance the products(s) itemized on the quotation number(s) indicated below at the price(s) indicated, plus applicable taxes and shipping & handling charges, subject to the applicable Dell terms and conditions of sale located at <http://www.dell.com/terms>.
- \*Lease Terms are applicable to this purchase order and are subject to Credit Approval. Additional financial information in the form of financial statements from previous years may be required.
- Please attach tax exempt letter/certificate if applicable.

QTY	QUOTATION OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL

<b>Additional Instructions:</b> <b>FEIN</b> _____  DFS LEASE TERMS – Circle Choices  MONTHS: 12   18   24   30   36   48   60   other.....  End of Lease Option: Fair Market Value   \$1.00 Buyout   Loan   Other
--

<b>SUBTOTAL</b>	
SALES TAX (IF APPLICABLE) <i>Please include tax exempt certificate if sales tax exempt noting vendor as Dell Financial Services</i>	
<b>SHIPPING &amp; HANDLING</b>	
<b>ENVIRONMENTAL FEE</b>	
<b>TOTAL</b>	

**Signature (Authorized Buyer):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name (Authorized Buyer):** \_\_\_\_\_ **Title** \_\_\_\_\_



# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 12G

### **ACTION ITEM:**

Approval of Expenditure – New Residence Hall (Security Cameras)

### **FACTS:**

It has been discovered that Kentucky State University will be responsible for providing the security cameras needed in the new residence hall.

#### Interior Network Equipment

After review of the blue prints and a meeting with the new residence hall contractors, KSU's security camera vendor (Johnson Controls) has prepared a quote for the interior security cameras for the new residence hall. Once the quote is received, it will include interior security cameras and associated hardware and installation services.

#### Exterior Network Equipment

After review of the blue prints and a meeting with the new residence hall contractors, KSU's security camera vendor (Johnson Controls) has prepared a quote for the exterior security cameras for the new residence hall. Once the quote is received, it will include exterior security cameras and associated hardware and installation services.

### **BUDGETARY IMPLICATIONS:**

Vendor – Johnson Controls

Cost for Interior Security Cameras: \$ (TBD – awaiting quote)

Cost for Exterior Security Cameras: \$ (TBD – awaiting quote)

Total cost for network equipment for the new residence hall: \$ (Funding source – TBD)

Purchasing from the Sourcewell Cooperative Agreement. KSU Sourcewell ID: 175306.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the purchase of security cameras and associated hardware and installation services from Johnson Controls.

### **MOTION:**

Approve the purchase of security cameras for the new residence hall.



## Johnson Controls Fire Protection LP Quotation

To:  
Kentucky State University  
400 E MAIN ST  
FRANKFORT, KY 40601-2334

Project: KSU New Residence Hall Cameras - CPQ-258838  
Johnson Controls Reference: 650258838  
Proposal #: 1  
Date: 07/05/2022  
Page: 1 of 11

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN.

Johnson Controls is pleased to offer for your consideration this quotation for the above project

### Scope of Work

#### **KSU New Residence Hall Cameras**

This quote includes supplying cameras, camera mounting hardware, new server for video storage, cabling, installation, camera licensing, programming, and configurations of (46) new dome IP cameras. Camera counts and locations were taken from E300b, E301, & E302 Dated 5/24/2021.

This quote assumes floors 3, 4, & 5 are identical to floor 2, based on information provided to JCFP by the customer.

This is based on work being performed during regular business hours with the customer providing Safe Access to all applicable locations.

This does not include any work not specifically listed on the attachment.

This does not include tax.

Delays, Costs and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.



Johnson Controls Fire Protection LP  
10610 Bluegrass Parkway  
Louisville , KY 40299

Quotation is valid for a period of 30 days, unless updated by a J.C.F.P. representative.

We reserve the right to correct this quote for errors and omissions.

Please indicate your approval of this quotation by signing the last page and returning to my attention as noted below.

Thank you,  
Dustin R. Hornickel  
Life Safety Service Sales  
Cell: 812-267-3123  
Fax: 502-318-0544  
email: DUSTIN.RAY.HORNICKEL@JCI.COM



QTY	MODEL NUMBER	DESCRIPTION
46	XNV-8080R	5MP IP IR VF VANDAL DOME
46	SBV-158G	Back Box for Outdoor Vandal Domes
8	SBP-300WM1	Security Camera Wall Mount
8	SBP-301HM3	Dome Camera Hanging Mount
1	BCD104-EVS-236-32T-8	(1) Xeon Silver 4210 - 16GB (2x8GB) (2) 240GB M.2 SSD BOSS Card (3) 12TB SATA HDD (2) 1GbE RJ45 (2) 550W PSU Windows Server 2019 5YR NBD Warranty
1	Configuration Information	RAID 5 Xeon E-2236 16GB (2x8GB) RAM (2) 240GB M.2 SSD (4) 8TB SATA HDD Server 2019 32TB raw / 22.3TB usable / RAID 5
46	XPPCL	XProtect Professional Device License (DL)
	PM LAB	PROJECT/CONSTRUCTION MGMT
	TECH LAB	TECHNICAL LABOR
	DPINSTAL	SUB INSTALL LABOR
	DPSUB	SUBCONTRACTING LABOR

**Total net selling price, FOB shipping point, \$156,466.84**

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN.

**Payment Options:**

**Johnson Controls Capital Funding Solutions**

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

*\*\*Final pricing subject to change based on credit approval, any applicable state/local taxes\*\**

**For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and [JCCapitalNA@jci.com](mailto:JCCapitalNA@jci.com).**



**TERMS AND CONDITIONS (Rev. 4/22)**

**1.Payment and Invoicing.** All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until

payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment. Customer shall immediately notify Company in writing and explain the basis of the dispute. (Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**2.Deposit.** Unless prohibited by law, Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3.Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this

Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**4.Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5.Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**6.Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual**

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO

CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENTS, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTION OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10.Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11.Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12.Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13.Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14.COVID-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

**15.Occupational Health and Safety/OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**16.Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**17.Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**18.Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties

shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**19.Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**20.Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**21.Back charges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**22.System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers

and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**23.Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**24.Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants

expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other

similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

**25. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**26. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**27. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any

Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**28. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**29. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes

system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**30. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**31. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or

prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**32. One-Year Claims Limitation; Choice of Law.** For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

**33. Assignment.** Customer may not assign this Agreement without Company's prior written consent.

Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**34. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**37. software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other

provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**38. Electronic Media.** Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**39. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**40. Privacy. Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**41. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.



**IMPORTANT NOTICE TO CUSTOMER**

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>10610 Bluegrass Parkway</p> <p>Louisville , KY 40299</p> <p>Telephone:</p> <p>Representative: _____</p> <p>Email: dustin.ray.hornickel@jci.com.bsna</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, including a deposit invoice for 30%, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:  NO: This signed contract satisfies requirement  
 YES: Please reference this PO Number: \_\_\_\_\_

AR Invoices are accepted via e-mail:  YES: E-mail address to be used: \_\_\_\_\_  
 NO: Please submit invoices via mail  
 NO: Please submit invoices via \_\_\_\_\_





# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ACTION ITEM 12H

### **ACTION ITEM:**

Approval of Resolution – Kentucky River Thorobred.

### **FACTS:**

The Kentucky State University (KSU) Land Grant Program supports educational and research programming in the environmental science area. The Land Grant Program's Kentucky River Thorobred is a U.S. Coast Guard certified laboratory/classroom. It is 16 feet wide, and 52 feet long. It is made of aluminum and can carry up to 48 passengers. This floating laboratory was first stationed in 2013 on the Kentucky River, in Frankfort, Kentucky and it has been used by KSU for Extension programming to support educational experiences for K-12 students and the general public in the areas of aquatic ecology, watershed protection, and water quality research. This vessel was purchased with USDA federal grant funds. Due to rising operation costs and its large size, KSU is seeking Board approval to sell or dispose of this vessel pursuant to KRS 164A.575 (8).

The Thorobred will be replaced with a smaller research only craft for KSU faculty, staff, and students for water quality and aquatic organism studies. This research boat will have increased maneuverability, allow better river navigation to reach shallower areas of the river, and facilitate use of locks on the Kentucky River System. USDA Extension funds saved by this action will be then used for ecological education at the new enlarged Environmental Education and Research Center (EERC) in Henry County.

### **BUDGETARY IMPLICATIONS:**

This action will reduce the KSU USDA Extension budget so these funds can be used for ecological education at the Environmental Education and Research Center (EERC) in Henry County.

### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve of the disposal of the Kentucky River Thorobred as surplus property.

### **MOTION:**

Approve the sale or disposal of the Kentucky River Thorobred as surplus property.



## BOARD OF REGENTS

# ORDER

By order of the Board of Regents, pursuant to the provisions of KRS 164A. 575(8), Kentucky State University shall sell or dispose of the Kentucky River Thoroughbred pursuant to KRS 164A.575 (8).

So ORDERED this the 15th day of July 2022.

\_\_\_\_\_  
Chair, Board of Regents  
Kentucky State University

\_\_\_\_\_  
Date

**CERTIFIED TRUE COPY OF THE BOARD ORDER PASSED AT THE MEETING OF THE BOARD OF REGENTS OF KENTUCKY STATE UNIVERSITY HELD AT 400 EAST MAIN STREET, FRANKFORT, KY 40601 ON JULY 15, 2022.**



## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

### **ACTION ITEM 12I**

#### **ACTION ITEM:**

Approval of Resolution – Old Federal Building.

#### **FACTS:**

Kentucky State University (KSU) owns the Old Federal Building and Post Office (the “Building”) located at 305 Wapping Street, Frankfort, Kentucky. The Building is subject to a Deed of Preservation and Conservation that obligates KSU to preserve “the Building and Improvements in substantially the same or better structural condition and the state of repair as that existing on the effective date of the easement.” KSU lacks the funding necessary to meet this obligation and, therefore, seeks board approval to dispose of or sell this Building pursuant to KRS 164A.575 (8).

#### **BUDGETARY IMPLICATIONS:**

This action will eliminate KSU’s continuing obligation to maintain this Building.

#### **RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the disposal or sale of this surplus property.

#### **MOTION:**

Approve the disposal or sale of surplus property.



## BOARD OF REGENTS

# ORDER

By order of the Board of Regents, pursuant to the provisions of KRS 164A. 575(8), Kentucky State University shall dispose of or sell the Old Federal Building and Post Office located at 305 Wapping Street, Frankfort, Kentucky pursuant to KRS 164A.575 (8).

So ORDERED this the 15th day of July 2022.

\_\_\_\_\_  
Chair, Board of Regents  
Kentucky State University

\_\_\_\_\_  
Date

**CERTIFIED TRUE COPY OF THE BOARD ORDER PASSED AT THE MEETING OF THE BOARD OF REGENTS OF KENTUCKY STATE UNIVERSITY HELD AT 400 EAST MAIN STREET, FRANKFORT, KY 40601 ON JULY 15, 2022.**



## KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

### ACTION ITEM 12J

**ACTION ITEM:**

Approval of Resolution – Authorized Signatory for Endowment.

**FACTS:**

Kentucky State University needs to name an authorized person to serve as a signatory for Endowment. At this time, the former Chief Operating Officer is the only authorized person listed on this account.

**BUDGETARY IMPLICATIONS:**

None.

**RECOMMENDATION:**

Interim President Ronald A. Johnson recommends that the Kentucky State University Board of Regents approve the Resolution for Authorization to Serve as Signatory for the End.

**MOTION:**

Approve Resolution for Authorization to Serve as Signatory for Endowment.



## BOARD OF REGENTS

### ORDER

By order of the Board of Regents, Douglas Allen shall be removed as an authorized signatory for the Kentucky State University Endowment (TD Ameritrade account [REDACTED]), and Kentucky State University's Vice President of Finance and Administration, Dr. Gerald Shields, shall serve as the authorized signatory for Kentucky State University Endowment (TD Ameritrade account [REDACTED]).

So ORDERED this the 15th day of July 2022.

\_\_\_\_\_  
Chair, Board of Regents  
Kentucky State University

\_\_\_\_\_  
Date

**CERTIFIED TRUE COPY OF THE BOARD ORDER PASSED AT THE MEETING OF THE BOARD OF REGENTS OF KENTUCKY STATE UNIVERSITY HELD AT 400 EAST MAIN STREET, FRANKFORT, KY 40601 ON JULY 15, 2022.**