



BOARD OF REGENTS

**KENTUCKY STATE UNIVERSITY BOARD OF REGENTS
EXECUTIVE COMMITTEE
SPECIAL CALLED MEETING
Wednesday, July 27, 2022
1:00 p.m. EDT**

Board of Regents Room
2nd Floor Julian M. Carroll Academic Services Building
Frankfort, Kentucky 40601

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

***** Meeting Will be Conducted by Teleconference***
Wednesday, July 27, 2022
1:00 p.m. EDT**

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

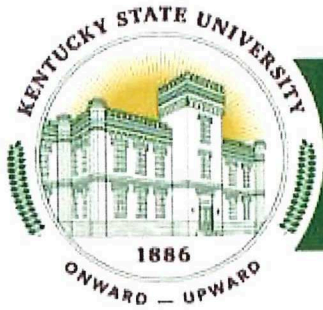
Zoom Link: <https://kysu.zoom.us/j/98959762515>

Webinar ID: 989 5976 2515

Phone One-Tap: US: +13126266799,,98959762515# or +16468769923,,98959762515#

AGENDA

- | | |
|---|--|
| 1. Call to Order | Regent Dr. Gerald Patton
Board & Committee Chair |
| 2. Roll Call | Chair Patton |
| 3. Approval of the Agenda | Chair Patton |
| 4. Finance and Administration | Dr. Gerald Shields
VP of Finance and
Administration/CFO |
| <i><u>Action Items</u></i> | |
| A. Approval of Pending Personnel Actions | |
| B. Approval of Annual Maintenance for Network Equipment | |
| C. Approval of Annual Microsoft Campus License Renewal | |
| D. Approval of Mutual of Omaha Athletic Insurance Renewal | |
| E. Approval of Assured Partners Insurance Financing Renewal | |
| 5. Adjournment | Chair Patton |
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KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4A

ACTION ITEM:

Approval of 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.

BUDGETARY IMPLICATIONS:

Kentucky State University's Budget Office has approved the salary/ranges for the pending/proposed personnel actions which are 100% grant funded.

RECOMMENDATION:

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

MOTION:

Approve Pending Personnel Actions.

REQUEST TO FILL GRANT FUNDED

Staff Positions Title	Salary Range	Funding
Research Associate Aquaculture	\$45,000 - \$50,000	100% Grant
Faculty Positions Title	Salary Range	Funding
Associate Research Director and Associate/Full Professor	\$100,000-\$125,000	100% Grant

PENDING PERSONNEL ACTION GRANT FUNDED

Position Title	Salary	Funding
Farm Tech PT (Temp/Seasonal)	\$15.00	100% Grant
Farm Tech PT (Temp)	\$15.00	100% Grant
Interim Extension Associate	\$45,000	100% Grant
State Specialist Community Resource Development	\$47,886.36 --> \$65,000	100% Grant
Sr. Extension Associate/Coordinator If Land Grant Program Affairs	\$48,000 --> \$56,000	100% Grant
Research Asst. Aquaponics Genomics	\$25,000 --> \$38,766	100% Grant
Community Sustainability Coordinator	\$35,334 --> \$49,000	100% Grant
Research and Extension Associate	\$25,000 --> \$45,848.76	100% Grant
Assistant Professor Computer Science in Data Science	\$60,000-\$70,000	100% Grant



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4B

ACTION ITEM:

Approval of Annual Maintenance for Network Equipment.

FACTS:

This annual agreement covers the maintenance and support for all 896 access points and 170 switches within the KSU network infrastructure.

The support agreement also includes the RTU (Right to Use) software subscription licensing entitlements for the wireless controllers, network management software, and the monitoring of 3rd party devices (Phone System) within the network management software.

The renewal also extends KSU's ability to continue to receive 24x7x365 GTAC support and Next Business Day (NBD) Advanced Hardware Replacement (AHR) on critical network infrastructure components such as the Core VSP switches/routers and Edge VSP switches that provide the connectivity to the campus buildings.

The University will renew its annual agreement with Integration Partners using Commonwealth of Kentucky Master Agreement MA 758 1800000265.

BUDGETARY IMPLICATION

The total cost of the renewal is \$56,725.22 and has been budgeted in E&G for FY23.

RECOMMENDATION:

Interim President Ronald A. Johnson recommends that the Executive Committee of Kentucky State University Board of Regents approve the annual maintenance for KSU's current Network Equipment.

MOTION:

Approve the Annual Maintenance for Network Equipment.



A  ConvergeOne COMPANY

Kentucky State University

Renewal - Extreme - 2022-2023

Prepared By: Brian Bailey

Date: June 17, 2022

Quote #: 080701 v3

Renewal - Extreme - 2022-2023

Quote Information:	Prepared For:	Ship To:	Bill To:	Prepared By:
Quote #: 080701	Kentucky State University	Kentucky State University	Kentucky State University	Integration Partners, A ConvergeOne Company
Version: 3	Wendy Dixie	Wendy Dixie	Wendy Dixie	Brian Bailey
Delivered: 06/17/2022	400 East Main Street	400 East Main Street	400 East Main Street	317-813-6360
Expires: 06/30/2022	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

Extreme Networks

Qty	Mfr.	Part #	Serial #	Description	Price	Ext. Price	Start Date	End Date
9	Extreme Networks	XIQ-PIL-S-C-EW	1113-213D-0A0A-9J6G-4E4E	XIQ Pilot SaaS, EW SaaS Support	\$30.75	\$276.75	12/12/2022	7/31/2023
70	Extreme Networks	XCC-ORC-S-EW	0621-21E4-B1E4-E4H7-J9D3	XCC - Adoption RTU Sub, EW	\$19.73	\$1,381.10	6/21/2022	7/31/2023
217	Extreme Networks	XCC-ORC-S-EW	0622-21E4-F5B1-B0E4-B0B0	XCC - Adoption RTU Sub, EW	\$19.69	\$4,272.73	6/22/2022	7/31/2023
1	Extreme Networks	97004-AP560h-FCC	1925W-20311	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560h-FCC	2109W-21599	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560h-FCC	2109W-21499	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560h-FCC	2109W-21504	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560h-FCC	2109W-21529	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560h-FCC	2109W-21502	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560t-FCC	1908B-98076	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560t-FCC	1908B-98077	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560t-FCC	1908B-98078	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560t-FCC	1908B-98079	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560t-FCC	1908B-98080	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-AP560t-FCC	1908B-98081	AP560h-FCC EW NBD AHR	\$153.37	\$153.37	7/19/2022	7/31/2023
1	Extreme Networks	97004-H35297	FLN2K17S004	AP560h-FCC EW NBD AHR	\$3,353.51	\$3,353.51	6/18/2022	7/31/2023

Extreme Networks

Qty	Mfr.	Part #	Serial #	Description	Price	Ext. Price	Start Date	End Date
1	Extreme Networks	97004-H35297	FLN2K17S007	24X10GE+4X100GE ROUTER AC PRTSD INTK EW NBD AHR H35297	\$3,353.51	\$3,353.51	6/18/2022	7/31/2023
1	Extreme Networks	97004-H34100	21NF1150CD23	8418XSQESM 16x1/10G SFP +,2x40G QSFP+ EW NBD AHR H34100	\$197.22	\$197.22	6/18/2022	7/31/2023
1	Extreme Networks	97004-H34100	21NF1150CD2 M	8418XSQESM 16x1/10G SFP +,2x40G QSFP+ EW NBD AHR H34100	\$197.22	\$197.22	6/18/2022	7/31/2023
1	Extreme Networks	97004-VSP4900-12MXU-12XE-B1	2112B-98516	VSP4900-12MXU-12XE with 1100W PSU Bundle EW NBD AHR VSP4900-12MXU-12XE-B1	\$522.96	\$522.96	6/18/2022	7/31/2023
1	Extreme Networks	97004-VIM5-2Q	2129F-20132	VIM5 2x40GE QSFP EW NBD AHR VIM5-2Q	\$93.20	\$93.20	6/18/2022	7/31/2023
1	Extreme Networks	97000-H35301	0621-21H7-D3J9-I8F5-C2F5	EXTERNAL SW LICENSE TO ENABLE ADV LIC EW Software and TAC H35301	\$302.16	\$302.16	6/18/2022	7/31/2023
1	Extreme Networks	97000-H35301	0621-21I8-C2I8-C2B0-I8H7	EXTERNAL SW LICENSE TO ENABLE ADV LIC EW Software and TAC H35301	\$302.16	\$302.16	6/18/2022	7/31/2023
1	Extreme Networks	97000-H35300	0621-21G6-F5B1-E4E4-H7E4	EXT SW LICENSE TO ENABLE 4 PORT of 100G EW Software and TAC H35300	\$673.09	\$673.09	6/18/2022	7/31/2023
1	Extreme Networks	97000-H35300	0621-21F5-G6F5-C2B1-I8B1	EXT SW LICENSE TO ENABLE 4 PORT of 100G EW Software and TAC H35300	\$673.09	\$673.09	6/18/2022	7/31/2023
1	Extreme Networks	97004-H34131	18JP0920E55N	VSP4450GSX-PWR+ NO PC EW NBD AHR H34131	\$152.00	\$152.00	7/1/2022	7/31/2023
1	Extreme Networks	97004-H35278	18KS1138Q14V	7254XSQ F2B 24 10G 4X40G NO PC E-RATE EW NBD AHR H35278	\$876.85	\$876.85	7/1/2022	7/31/2023
1	Extreme Networks	97004-H35277	1826B-91687	VSP 7254XTQ F2B - AC PSU NO PC E-RATE EW NBD AHR H35277	\$1,309.96	\$1,309.96	7/1/2022	7/31/2023
1	Extreme Networks	97004-H35280		8404C CHAS 4 SLOTS 1 AC PS NO PC E-RATE EW NBD AHR H35280	\$1,445.51	\$1,445.51	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34131	18JP3440E585	VSP4450GSX-PWR+ NO PC EW NBD AHR H34131	\$152.00	\$152.00	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34131	19JP0800E5G5	VSP4450GSX-PWR+ NO PC EW NBD AHR H34131	\$152.00	\$152.00	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34131	18JP3440E56H	VSP4450GSX-PWR+ NO PC EW NBD AHR H34131	\$152.00	\$152.00	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34131	18JP3440E56C	VSP4450GSX-PWR+ NO PC EW NBD AHR H34131	\$152.00	\$152.00	7/1/2022	7/31/2023

Extreme Networks

Qty	Mfr.	Part #	Serial #	Description	Price	Ext. Price	Start Date	End Date
1	Extreme Networks	97004-H34131	18JP3440E57T	VSP4450GSX-PWR+ NO PC EW NBD AHR H34131	\$152.00	\$152.00	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34131	18JP3440E51M	VSP4450GSX-PWR+ NO PC EW NBD AHR H34131	\$152.00	\$152.00	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34131	18JP3440E57G	VSP4450GSX-PWR+ NO PC EW NBD AHR H34131	\$152.00	\$152.00	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34131	18JP3440E55M	VSP4450GSX-PWR+ NO PC EW NBD AHR H34131	\$152.00	\$152.00	7/1/2022	7/31/2023
1	Extreme Networks	97004-31016	1816Y-12327	WS-AP3965i-FCC EW NBD AHR 31016	\$138.37	\$138.37	7/1/2022	7/31/2023
1	Extreme Networks	97004-H30588	10225541635J	S-IOM 48 PORT TS RJ45 POE AT W1 OPSLOT EW NBD AHR	\$937.39	\$937.39	7/1/2022	7/31/2023
1	Extreme Networks	97004-H30576	14140249685K	SSA180 FRONT TO BACK TRIPLESPEED EW NBD AHR	\$1,336.62	\$1,336.62	7/1/2022	7/31/2023
1	Extreme Networks	97004-H30588	11450935596M	S-IOM 48 PORT TS RJ45 POE AT W1 OPSLOT EW NBD AHR	\$937.39	\$937.39	7/1/2022	7/31/2023
1	Extreme Networks	97004-H30588	12060066596M	S-IOM 48 PORT TS RJ45 POE AT W1 OPSLOT EW NBD AHR	\$937.39	\$937.39	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34128	16OL2840G4D7	ONA 1101GT EW NBD AHR H34128	\$79.11	\$79.11	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34085	1839B-94513	7254XSQ AC F2B 24 10G,4 40G PRT EW NBD AHR H34085	\$871.30	\$871.30	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34092	1840B-95188	8404C CHASSIS 4 SLOTS 1 AC PS NO PC EW NBD AHR H34092	\$1,658.06	\$1,658.06	7/1/2022	7/31/2023
1	Extreme Networks	97004-H34100	18JP3830CD12	8418XSQESM 16x1/10G SFP +,2x40G QSFP+ EW NBD AHR H34100	\$190.95	\$190.95	7/1/2022	7/31/2023
1	Extreme Networks	97004-AP460i-FCC	2027Y-10547	AP460i-FCC EW NBD AHR AP460i-FCC	\$48.40	\$48.40	7/1/2022	7/31/2023
1	Extreme Networks	97004-AP460i-FCC	2027Y-10546	AP460i-FCC EW NBD AHR AP460i-FCC	\$48.40	\$48.40	7/1/2022	7/31/2023
1	Extreme Networks	97004-AP460i-FCC	2027Y-10550	AP460i-FCC EW NBD AHR AP460i-FCC	\$48.40	\$48.40	7/1/2022	7/31/2023
1	Extreme Networks	97004-AP460i-FCC	2027Y-10625	AP460i-FCC EW NBD AHR AP460i-FCC	\$48.40	\$48.40	7/1/2022	7/31/2023
1	Extreme Networks	97003-XCC-ACT-V5-VT	0304-216G-1B3D-6G2C-3D5F	XCC VT Appliance - V5 Activation Key EW SOFTWARE SUPPORT XCC-ACT-V5-VT	\$269.62	\$269.62	7/1/2022	7/31/2023

Extreme Networks

Qty	Mfr.	Part #	Serial #	Description	Price	Ext. Price	Start Date	End Date
1	Extreme Networks	97000-VIM5-4XE	2030F-10208	VIM5 4x10GE SFP+ MACsec LRM EW TAC ' & OS VIM5-4XE	\$57.95	\$57.95	7/1/2022	7/31/2023
1	Extreme Networks	97004-H35458	2028B-99217	VSP4900-48P-B1, VIM5-4XE Bundle EW NBD AHR H35458	\$466.75	\$466.75	7/1/2022	7/31/2023
1	Extreme Networks	97004-31034	1714Y-11076	WS-AP3916ic-FCC EW NBD AHR 31034	\$44.39	\$44.39	7/1/2022	7/31/2023
1	Extreme Networks	97004-31034	1714Y-11923	WS-AP3916ic-FCC EW NBD AHR 31034	\$44.39	\$44.39	7/1/2022	7/31/2023
1	Extreme Networks	97004-31034	1714Y-11938	WS-AP3916ic-FCC EW NBD AHR 31034	\$44.39	\$44.39	7/1/2022	7/31/2023
1	Extreme Networks	97004-31034	1714Y-12193	WS-AP3916ic-FCC EW NBD AHR 31034	\$44.39	\$44.39	7/1/2022	7/31/2023
1	Extreme Networks	97003-XCC-ACT-V5-VT	0305-215F-7H1B-9J9J-4E9J	XCC VT Appliance - V5 Activation Key EW SOFTWARE SUPPORT XCC-ACT-V5-VT	\$289.78	\$289.78	7/1/2022	7/31/2023
4	Extreme Networks	XIQ-NAC-S-1K-EW	0916-21F5-B018-B0J9-C2B1	XIQ NAC SW Sub for 1K devices EW 1Y XIQ NAC SW Sub for 1K devices EW 1Y	\$1,224.92	\$4,899.68	7/1/2022	7/31/2023
170	Extreme Networks	XIQ-PIL-S-C-EW	0916-21F5-D318-G6I8-C2B1	XIQ Pilot SaaS, EW SaaS Support XIQ Pilot SaaS, EW SaaS Support	\$52.49	\$8,923.30	7/1/2022	7/31/2023
50	Extreme Networks	XIQ-NAV-S-C-EW	0916-21G6-I8D3-G6E4-H7H7	XIQ Navigator SaaS, EW SaaS Support XIQ Navigator SaaS, EW SaaS Support	\$17.51	\$875.50	7/1/2022	7/31/2023
679	Extreme Networks	XCC-ORC-S-EW	0916-21I8-D3B0-G6B0-F5F5	XCC - Adoption RTU Sub, EW XCC - Adoption RTU Sub, EW	\$15.46	\$10,497.34	9/17/2022	7/31/2023
1	Extreme Networks	97000-5520-48W	SB052129G-00071	5520 48port 802.3bt 90w PoE Switch EW TAC OS 5520-48W	\$273.38	\$273.38	6/21/2022	7/31/2023
1	Extreme Networks	97000-X435-8P-4S	2113G-01435	X435-8P-4S switch incl. wall mount kit EW TAC & OS X435-8P-4S	\$45.67	\$45.67	6/21/2022	7/31/2023
15	Extreme Networks	XCC-ORC-S-EW	0921-21B1-D3D3-C2F5-I8G6	XCC - Adoption RTU Sub, EW XCC - Adoption RTU Sub, EW	\$15.27	\$229.05	9/21/2022	7/31/2023
Extreme Networks Subtotal							\$56,725.22	

Quote Summary

Description	Amount
Extreme Networks	\$56,725.22
Total	\$56,725.22

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/> Avoid lapse in service coverage and possible reinstatement fees by renewing your maintenance contract prior to expiration. Support services purchased from the product manufacturer(s) by Seller on behalf of Customer will be cancelled by Seller, upon Customer's request, in accord with the cancellation terms agreed upon by Seller and the manufacturer(s). Customer is responsible for any costs and/or fees related to the support services cancellation, including, but not limited to, cancellation fees and support services payable during the cancellation period.

Kentucky State University

Signature

Printed Name

Title

Date



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4C

ACTION ITEM:

Approval of the Annual License Renewal of the Microsoft Campus Agreement.

FACTS:

Kentucky State University uses Microsoft Products and Services (Defender, Advanced Threat Protection, Office 365, Project, SQL, Exchange Online, and Visio Pro) for its enterprise academic and administrative operations. The products and services include our email hosting, Microsoft Office Suite, and computer and service licensing.

The University will renew its annual Microsoft agreement with SHI using ECU KEPC Microsoft Licensing Agreement contract # NAC-187-2021.

BUDGETARY IMPLICATION

The total cost of the lease is \$54,660.28. The funds are budgeted in FY23 E&G funds.

RECOMMENDATION:

Interim President Ronald A. Johnson recommends that the Executive Committee of Kentucky State University Board of Regents approve the annual license renewal of KSU's Microsoft Campus agreement.

MOTION:

Approve the Annual License Renewal of the Microsoft Campus Agreement.



Pricing Proposal
Quotation #: 22014475
Created On: 5/12/2022
Valid Until: 6/30/2022

Kentucky State University

Wendy Dixie

400 East Main Street
Frankfort, KY 40601
United States
Phone: (502) 597-5725
Fax:
Email: wendy.dixie@kysu.edu

Microsoft Account Executive

Nick Spinarelli

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-537-7224
Fax:
Email: nick_spinarelli@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Defender O365 P1 Edu Sub Per User Microsoft - Part#: W76-00001 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	600	\$15.55	\$9,330.00
2 Defender O365 P1 Edu Sub Per User Student Benefit Microsoft - Part#: W76-00002 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	14000	\$0.00	\$0.00
3 ExchgOnlnArchEdu ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 5WS-00001 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	2	\$11.14	\$22.28
4 M365 A3 Unified Edu Sub Per User Microsoft - Part#: AAD-38391 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023 Note: subject to Microsoft Approval	600	\$55.76	\$33,456.00
5 M365 A3 Unified Edu Sub Student Use Benefit Per User Microsoft - Part#: AAD-38397 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	14000	\$0.00	\$0.00
6 O365 A1 Edu Sub Per User Microsoft - Part#: M6K-00001 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	2000	\$0.00	\$0.00

7	O365 A1 Edu Sub Per User Microsoft - Part#: M6K-00001 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	14000	\$0.00	\$0.00
8	PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL Microsoft - Part#: H30-00237 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	570	\$5.88	\$3,351.60
9	SQLCAL ALNG LicSAPk MVL DvcCAL Microsoft - Part#: 359-00765 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	570	\$5.65	\$3,220.50
10	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00341 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	2	\$1,090.12	\$2,180.24
11	VisioPro ALNG LicSAPk MVL Microsoft - Part#: D87-01057 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	570	\$5.27	\$3,003.90
12	Win Server Standard Core ALng LSA 16L Microsoft - Part#: 9EM-00265 Contract Name: Eastern Kentucky University - Microsoft Campus Agreements Contract #: NAC-187-2021 Coverage Term: 8/1/2022 – 7/31/2023	2	\$47.88	\$95.76
			Total	\$54,660.28

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4D

ACTION ITEM:

Approval of Mutual of Omaha Athletic Insurance Renewal.

FACTS:

The renewal rate for FY 22-23 is quoted at \$174,578. There was an increase amount of \$51,275. This was due to the average increase of claims, based on the past 5 year losses (see attached premium summary). The University did receive a premium reduction of \$66,395 due to COVID-19 during fiscal year 20/21.

a

BUDGETARY IMPLICATIONS:

The total amount is part of the Assured Partners premium finance agreement of \$529,385.69. Funds for this expense have been budgeted.

RECOMMENDATION:

Interim President Ronald A. Johnson recommends that the Executive Committee of Kentucky State University Board of Regents approve the Mutual of Omaha Athletic Insurance Renewal.

MOTION:

Approve Mutual of Omaha Athletic Insurance Renewal.

**Insurance Program Summary
PREMIUM SUMMARY
SECONDARY ATHLETIC ACCIDENT**

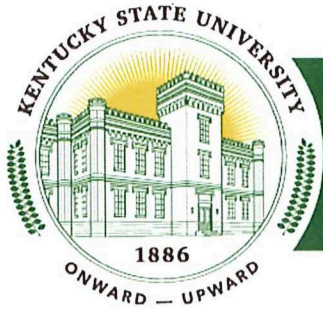
Insurer	Mutual of Omaha <u>Expiring</u>	Mutual of Omaha <u>Renewal</u>
Best Rating	A+ XV	A+ XV
Medical Expense limit	\$90,000	\$90,000
Deductible	\$0	\$0
Premium	\$123,306	\$174,578

- Premiums do not include Taxes, if applicable
- **\$108,301**-average annual paid losses past 5 full years—not trended & developed; underwriter claims the average annual paid loss is \$123,052.
- **\$164,577**-average annual paid losses past 5 full years—**trended/developed & inflation**
- Typically, underwriters will strive to hit a loss ratio under 65%
- Dissinger Reed (Hub International)-Program Coordinator/Marketing Partner
- Claims paid are EXCESS of all other valid and collectable insurance

Notes to quotations:

Mutual of Omaha

- Carrier administers the claims
- **Expiring premium was reduced by \$66,395 as a credit for the COVID-19 pandemic reduced exposures for the 8-1-20/21 policy period**



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4E

ACTION ITEM:

Approval of Assured Partners Insurance Financing Renewal

FACTS:

Assured Partners Insurance Brokers has been the University's insurance carrier since 2001. The current financing begins 8/01/2022. The renewal amount for FY 22-23 is quoted at \$529,385.69.

BUDGETARY IMPLICATIONS:

The finance amount requires a 25% down payment of \$132,346.42, and 10 monthly payments of \$41,025.91 each, effective 7/01/2022. Annual percentage rate is 7.20. Funds for this expense have been budgeted.

RECOMMENDATION:

Interim President Ronald A. Johnson recommends that the Executive Committee of Kentucky State University Board of Regents approve the Assured Partners Insurance Brokers Insurance financing Renewal.

MOTION:

Approve Assured Partners Insurance Financing Renewal.

CHICAGO, IL 60606
 (877)242-0069 FAX: (877)242-0685
 CUSTOMER SERVICE: (866)412-2426

A	CASH PRICE (TOTAL PREMIUMS)	\$529,385.69
B	CASH DOWN PAYMENT	\$132,346.42
C	PRINCIPAL BALANCE (A MINUS B)	\$397,039.27

AGENT (Name & Place of business) ASSUREDPARTNERS NL - LOUISVILLE 2305 RIVER RD LOUISVILLE, KY 40206 (502)894-2100 FAX: (502)259-9221	INSURED (Name & Residence or business) KENTUCKY STATE UNIVERSITY ATTN: Sherri Bridgewater 400 E. MAIN STREET ASB ROOM 201 FRANKFORT, KY 40601 (502)597-5827 accounts.payable@kysu.edu KENTSTA-01
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Commercial

Account #: _____

LOAN DISCLOSURE
 Additional Policies Scheduled on Page 3

Quote Number: 20203109

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 7.20%	FINANCE CHARGE The dollar amount the credit will cost you. \$13,219.83	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$397,039.27	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled \$410,259.10
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YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments 10	Amount Of Payments \$41,025.91	When Payments Are Due Beginning: MONTHLY 08/01/2022
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YOU HAVE THE RIGHT TO RECEIVE AN ITEMIZATION OF THE AMOUNT FINANCED:
 I WANT AN ITEMIZATION (DO NOT CHECK IF YOU DO NOT WANT AN ITEMIZATION)

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$15.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
0302219-09-427848	07/01/2022	CHURCH MUTUAL INSURANCE CO	AUTOMOBILE	0.000%	12	66,725.00
Broker Fee:						\$0.00
TOTAL:						\$529,385.69

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including: (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. (clause (c) not applicable in KY) **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

 Signature of Insured or Authorized Agent

 DATE

 Signature of Agent

 DATE

Insured and Lender further agree that:

3. POLICY EFFECTIVE DATES: The finance charge begins to accrue from the earlier of the earliest policy effective date and the effective date of this Agreement.

4. AGREEMENT EFFECTIVE DATE: This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured.

Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. POST CANCELLATION:** If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the Agreement rate as set forth on Page 1 until the outstanding indebtedness is paid in full or until such other date as required by law. **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason,

the insured will pay to Lender a fee of \$0.00 or the maximum amount permitted by law (Not APPLICABLE IN KY). **9. MONEY RECEIVED AFTER**

CANCELLATION: Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated. **10.**

ASSIGNMENT: The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation, contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16.**

REPRESENTATIONS AND WARRANTIES: The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. PRIVACY:** Our privacy policy may be found at <https://ipfs.com/Privacy>. **18. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Kentucky will govern this Agreement. **19. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **20. WAIVER OF SOVERIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this agreement represents, warrants and agrees: (1) installment payments totaling \$0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.

AGENT
 (Name & Place of business)
 ASSUREDPARTNERS NL - LOUISVILLE

 2305 RIVER RD

 LOUISVILLE, KY 40206
 (502)894-2100 FAX: (502)259-9221

INSURED
 (Name & Residence or business)
 KENTUCKY STATE UNIVERSITY
 ATTN: Sherri Bridgewater
 400 E. MAIN STREET
 ASB ROOM 201
 FRANKFORT, KY 40601
 (502)597-5827
 accounts.payable@kysu.edu
 KENTSTA-01

Account #: _____

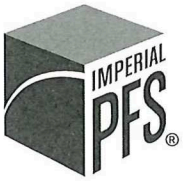
SCHEDULE OF POLICIES
 (continued)

Quote Number: 20203109

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
A5722J	07/01/2022	UNITED EDUCATORS INS RECIPROCAL RRG	GENERAL LIABILITY	0.000%	12	67,030.00
A5722J	07/01/2022	UNITED EDUCATORS INS RECIPROCAL RRG	EXCESS LIABILITY	0.000%	12	60,514.00
ELU18394022	07/01/2022	XL SPECIALTY INSURANCE CO	DIRECTORS & OFFICERS	0.000%	12	22,500.00
NPP700360	07/01/2022	RSUI INDEMNITY CO CRC Group	MANAGEMENT LIABILITY	0.000%	12	92,460.00
PLM-CB-SIKOLIYCP	07/01/2022	BENCHMARK INSURANCE CO CRC INSURANCE SERVICES	CYBER LIABILITY	0.000%	12	40,886.00 Fee: 250.00 Tax: 4,442.69
SR2014KY-P-051085-42	08/01/2022	MUTUAL OF OMAHA INSURANCE CO	ACCIDENT & HEALTH	0.000%	12	174,578.00

Broker Fee: \$0.00

TOTAL: \$529,385.69



ENROLL IN RECURRING ACH ON IPFS.COM

In the near future, paper forms will no longer be used to enroll in Recurring ACH. In an effort to streamline the premium finance process, insureds will be asked to enroll in Recurring ACH after registering on ipfs.com. We will notify you when this change takes effect.



IPFS Corporation
AUTOMATIC DEBIT AUTHORIZATION

Name & Address of Insured/Borrower: KENTUCKY STATE UNIVERSITY	
400 E. MAIN STREET FRANKFORT, KY 40601	
Telephone Number: (502)597-5827	
Name & Address of Account Holder (If different from above):	
Telephone Number: () -	Email Address:
IPFS Use Only: Quote No.: <u>ILC-20203109</u>	Debit Begins: <u>08/01/2022</u>

IPFS
125 S. WACKER DRIVE SUITE 1650
CHICAGO, IL 60606
Phone: (877)242-0069
FAX: (877)242-0685
ILC.Processing@ipfs.com

Please verify with your bank that the bank routing number for ACH transactions is the same as listed on your check or deposit slip.

Bank Account Title(Name): _____	<input type="checkbox"/> Checking or <input type="checkbox"/> Savings	
Financial Institution: _____	ABA #/Routing #: _____	
Address (City, State, ZIP): _____	Acct No: _____	
Number of Payments: <u>10</u>	Payment Amount: <u>\$41,025.91</u>	First Payment Due: <u>08/01/2022</u>

AGREEMENT

I hereby authorize IPFS Corporation (IPFS) to initiate electronic debit entries to the account indicated on this form, from the financial institution identified above (BANK). I authorize BANK to honor the debit entries initiated by IPFS and debit the same to such account. This authority pertains to all financial obligations existing from time to time under the Premium Finance Agreement (PFA) I enter into with IPFS, including but not limited to scheduled payments and the cash down payment described in the PFA (or) revised payment amounts resulting from revisions to the PFA or otherwise, and applicable fees and charges.

The debits for scheduled payments will be in accordance with the schedule of payments disclosed in the PFA, with a debit occurring on the First Payment Due Date, and on the subsequent same day of each month (or per the PFA Schedule of payments if different) thereafter, until all scheduled payments have been made. **If the payment due date falls on a weekend of holiday, IPFS will debit the account on the following business day.** I understand that funds must be available in the account on the date the debit is made.

I understand and agree that each time the BANK rejects a debit entry for Non-Sufficient Funds (NSF) or Account Closed, my account with IPFS will be assessed the maximum NSF fee permitted by law not to exceed \$40.00. The NSF Fee may be electronically debited from my BANK account indicated on this form. I also understand and agree that IPFS may re-initiate a debit returned NSF up to two more times, and the re-initiated debit may occur on a date other than my regular payment due date.

I also understand and agree that this authorization is to remain in force until (1) IPFS receives from me a signed written notice of revocation, sent to the IPFS address set forth above by first class mail postage prepaid in such time and manner as to afford IPFS a reasonable opportunity to act on it; OR (2) I have received written notification from IPFS that this authorization and agreement is terminated for rejection of a debit entry due to NSF or Account Closed.

By: _____ Date _____
(Account Holder or Authorized Signatory of Account Holder)

Printed or Typed Name: _____ DBA _____

ACH (Automated Clearing House) GUIDELINES & PROCEDURES

1. For an account to be set up on ACH, insured needs to sign an automatic debit authorization form.
 - 1a. If form is electronically signed, keep for your records only and do not mail to IPFS.

2. IPFS Needs at least two business days before the next payment due date. If authorization is received less than two business days before the next payment due date, insured has to send in a payment for that period and IPFS will initiate debit transactions the following installment due date.

****Send back to:**

IPFS Corporation
125 S. WACKER DRIVE SUITE 1650 CHICAGO, IL 60606
Phone: (877)242-0069
FAX: (877)242-0685