

BOARD OF REGENTS
for
KENTUCKY STATE UNIVERSITY



Regular Meeting of the Board of Regents

Thursday, March 7, 2019

1 p. m.

2nd Floor Julian M. Carroll
Academic Service Building
Frankfort, Kentucky 40601

KENTUCKY STATE UNIVERSITY

MISSION STATEMENT

Kentucky State University is a public, comprehensive, historically black land-grant university committed to advancing the Commonwealth of Kentucky, enhancing society, and impacting individuals by providing quality teaching with a foundation in liberal studies, scholarly research, and public service to enable productive lives within the diverse global economy.

KENTUCKY STATE UNIVERSITY

VISION STATEMENT

Kentucky State University prepares today's students as global citizens, lifelong learners and problem solvers. To accomplish this, Kentucky State University must challenge itself and its students to be the best. It must recognize its strengths, expand and excel. Notwithstanding, it must also welcome change and quality improvement. By doing so, KSU will gain widespread recognition as one of the region's strongest universities. As a university of distinction, Kentucky State University will create an environment where:

- Students are first.
- Diversity is valued, understood and respected.
- Diverse, motivated and talented students, staff and faculty are actively recruited and retained.
- An intellectual environment conducive to leadership in teaching, research and community service is encouraged and supported.
- Effective teaching is promoted both inside and outside the classroom.
- Students are taught how to obtain, evaluate and use information.
- Learning is lifelong.
- Effective and efficient fiscal management by the administration is the norm.
- Collegiality is the norm, not the exception.
- Each person is a change agent.
- Excellence starts with me.

KENTUCKY STATE UNIVERSITY

CORE VALUES

Through the core values, we- the faculty, staff, administration and students of Kentucky State University – communicate to all our stakeholders and constituents the way in which we choose to do business. The following values that we hold are essential to achieving the University's mission:

Student Centered Philosophy

In everything we do, our students come first. We strive to create an environment that values the unique backgrounds, perspectives and talents of all our students and provide them with the academic, leadership and social tools to help them grow as responsible, knowledgeable and creative global citizens. We encourage attitudes and behaviors that lead to a desire to learn, a commitment to goals and respect for the dignity of others. Ultimately, we encourage attitudes and behaviors that build success.

Excellence and Innovation

We believe in student's potential to learn and to connect what they learn inside and outside the classroom to solving problems for productive changes. We strive to offer excellent academic programs; to encourage exploration and discovery through providing outstanding instruction, technology and facilities; and to ignite a curiosity toward the world and a passion for lifelong learning. We seek to reward the pursuit and achievement of excellence and innovation in an environment where freedom of thought and expression are valued. We want all members of our campus community to leave a mark through their creativity, curiosity, discovery, exploration and ingenuity.

Ethical Conduct

We encourage the sharing of information in an open and responsible manner while maintaining the highest ethical and moral standards. The standards are reflected in our commitment to accountability and to personal responsibility for our choices and actions. We encourage respect for the dignity, diversity and right of individuals. We welcome all students who commit themselves to learning, knowing that students and faculty with diverse perspective enhance our classroom experience.

Social Responsibility

We share responsibility for each other and are committed to providing opportunities for the participation in the economic, political and cultural life of our local, state, regional, national and global communities. We are sensitive to our surrounding community; therefore, we recognize the value of integrating classroom learning with the community experience. Our commitment is to provide leadership and to establish partnerships for addressing community and workforce needs and to make a positive difference in the city of Frankfort, the Commonwealth of Kentucky and the world.

KENTUCKY STATE UNIVERSITY INSTITUTIONAL OFFICERS

Dr. M. Christopher Brown II
Eighteenth President

Dr. Lucian Yates III
Interim Provost and Vice President for Academic Affairs

Mr. Douglas R. Allen II
Vice President for Finance and Administration / CFO

Ms. Clara Ross Stamps
Vice President for Brand Identity and University Relations

Dr. Jeffery T. Burgin Jr.
Acting Vice President for Enrollment Management and Student Management

Ms. Wendy Kobler
Vice President for Institutional Advancement

Ms. Lisa Lang
General Counsel and Records Custodian

Ms. Etienne Thomas
Director of Intercollegiate Athletics

KENTUCKY STATE UNIVERSITY BOARD MEMBERS

Mr. Ron Banks (2023)

Ms. Mindy Barfield, Esq. (2021)

Dr. Karen W. Bearden (2019)

Dr. Elaine Farris (2020), *Chairperson*

Mr. Derrick Gilmore, MS (2019), *Staff Regent*

Mr. Paul C. Harnice, Esq. (2022)

Mr. Dalton Jantzen, MS (2022)

Dr. Elgie McFayden (2019), *Faculty Regent*

Dr. Syamala H.K. Reddy (2021)

Mr. Roger Reynolds (2024)

Mr. Micheal Weaver (2019), *Student Regent*

KENTUCKY STATE UNIVERSITY ELECTED BOARD OFFICERS

Dr. Elaine Farris, *Chairperson*

Mr. Dalton Jantzen, *Vice Chairperson*

Dr. M. Christopher Brown II, *Secretary*

Vacant, *Treasurer*

KENTUCKY STATE UNIVERSITY

BOARD COMMITTEES

ACADEMIC AFFAIRS

Regent Dalton Jantzen, *Chair*
Regent Ron Banks
Regent Mindy Barfield
Regent Elaine Farris
Regent Elgie McFayden

BRAND IDENTITY AND UNIVERSITY RELATIONS

Regent Roger Reynolds, *Chair*
Regent Ron Banks
Regent Dalton Jantzen
Regent Elgie McFayden
Regent Michael Weaver

INSTITUTIONAL ADVANCEMENT

Regent Ron Banks, *Chair*
Regent Karen Bearden
Regent Derrick Gilmore
Regent Syamala Reddy
Regent Roger Reynolds

FINANCE AND ADMINISTRATION

Regent Mindy Barfield, *Chair*
Regent Elaine Farris
Regent Derrick Gilmore
Regent Dalton Jantzen
Regent Roger Reynolds

STUDENT ENGAGEMENT AND SUCCESS

Regent Elaine Farris, *Chair*
Regent Karen Bearden
Regent Dalton Jantzen
Regent Paul Harnice
Regent Michael Weaver

GOVERNANCE

Regent Paul Harnice, *Chair*
Regent Elaine Farris
Regent Derrick Gilmore
Regent Syamala Reddy

EXECUTIVE

Regent Elaine Farris, *Chair*
Regent Ron Banks
Regent Mindy Barfield
Regent Paul Harnice
Regent Dalton Jantzen
Regent Roger Reynolds
Regent Karen Bearden, *Past Chair*

KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

Quarterly Meeting of the Board of Regents

Thursday, March 7, 2019, 1:00 p.m.
Board of Regents Room
2nd Floor Julian M. Carroll Academic Services Building
Frankfort, Kentucky 40601

MEETING AGENDA

- 1. Call to Order** Regent Elaine Farris,
Chair, Board of Regents

- 2. Roll Call** President M. Christopher Brown II
Board Secretary

- 3. Adoption of the Agenda** Regent Elaine Farris

- 4. Opening Remarks** Regent Elaine Farris

- 5. Approval of Minutes** Regent Elaine Farris
 - * Minutes of the December 6, 2018
Quarterly Meeting of the Board of Regents*
 - * Minutes of the February 6, 2019
Special Call Meeting of the Board of Regents*

- 6. President's Quarterly Report** President M. Christopher Brown II

- 7. Consent Agenda** Regent Elaine Farris
 - A. Approval of Federally Funded Land Grant Construction Projects*
 - B. Approval to Designate Hillcrest Manor as Hillcrest University Center*
 - C. Approval of Resolution to Confer Earned Academic Degrees*

- 8. Discussion Agenda**
 - A. Academic Affairs** Regent Dalton Jantzen
 1. Action Item
 - a. Approval of Honorary Degree Candidate*

 2. Information Items
 - a. Southern Association of Colleges and Schools Commission
on Colleges Update*

b. Update on Academic Innovations and Initiatives

B. Brand Identity and University Relations

Regent Roger Reynolds

1. Information Items

- a. Campus Website Update*
- b. Quarterly Media and Brand Identity Report*
- c. Thorobreds of the Month Update*

C. Finance and Administration

Regent Mindy Barfield

1. Action Items

- a. Approve Bookstore Provider*
- b. Approve Construction of the Quattro Cavalli*
- c. Approve Master Plan Scope Increase*
- d. Approve Memorandum of Agreement with the Kentucky Council on Postsecondary Education*
- e. Approve Public-Private Partnership Provider*
- f. Approve Sextant Contract Increase*
- g. Authorization to Sign Bank of America Financing Agreement*

2. Information Items

- a. 2019 Spring Enrollment Data*
- b. Audit Findings Corrective Action Plan*
- c. Quarterly Budget Update*
- d. Quarterly Review of Campus Facilities and Priorities*

D. Governance

Regent Paul Harnice

1. Action Item

- a. Approval of Bell & Trice Enterprises Agreement*

2. Information Items

- a. Board Self-Evaluation Results*
- b. Official 2019 Legislative Agenda*

E. Institutional Advancement

Regent Ron Banks

1. Action Item

- a. Approval of Revised Administrative Structure*
- b. Approval of Memorandum of Understanding with the Kentucky State University Foundation*

1. Information Item

- a. Update of Ongoing Development Activities*

F. Student Engagement and Success

Regent Elaine Farris

1. Information Item

- a. Update on the Exum Center*

G. Other Business

1. Action Items moved from Consent Agenda

9. Closed Session

Regent Elaine Farris

- A. Pending Litigation (KRS 61.810 (1)(c))
B. Individual Personnel Matters (KRS 61.810 (1)(f))

10. Campus Stakeholder Presentations (3 minutes each)

- A. Faculty Senate Updates Dr. Joe Moffett
B. Staff Senate Updates Mr. Travis Haskins
C. Student Government Updates Regent Michael Weaver

11. Closing Remarks

Regent Elaine Farris

12. Adjournment

Regent Elaine Farris

**Kentucky State University Board of Regents
2019 Quarterly Meeting Dates**

June 6-7, 2019
September 5-6, 2019
December 5-6, 2019

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

**Thursday, December 6, 2018
1:00 p.m.**

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

MINUTES

I. Call to Order

Chairperson Elaine Farris, Ed.D. called the meeting to order at 1:00 p.m.

II. Roll Call

President M. Christopher Brown II, Ph.D. conducted roll call:

Regent Ron Banks	Present
Regent Mindy Barfield, Esq.	Absent
Regent Karen Bearden, Ph.D.	Absent
Regent Michael Weaver, Jr.	Present
Regent Elaine Farris, Ed.D.	Present
Regent Derrick Gilmore	Present
Regent Paul Harnice, Esq.	Present
Regent Dalton Jantzen	Present
Regent Elgie McFayden, Ph.D.	Present
Regent Syamala H. K. Reddy, M.D.	Present
Regent Roger Reynolds	Present

Nine (9) Regents were in attendance; a quorum was established.

III. Adoption of the Agenda

Chairperson Farris clarified that there were no additions or deletions to the agenda.

MOTION by Regent McFayden:

Move the Board to adopt the December 6, 2018 Quarterly Meeting Agenda.

Seconded by Regent Harnice and passed without dissent.

IV. Opening Remarks

Chairperson Farris gave her opening remarks.

V. Approval of Minutes

MOTION by Regent McFayden:

Move the Board to approve the minutes of the September 6, 2018 Annual Retreat of the Board of Regents and the minutes of the September 6, 2018 Quarterly Meeting.

Seconded by Regent Harnice and passed without dissent.

VI. President's Quarterly Report

President Brown presented his Quarterly Report.

VII. Discussion Agenda

A. Academic Affairs

1. Action Items

a. Approval of Honorary Degree Candidates

MOTION by Regent McFayden:

Move the Board to award Doctor of Humane Letters to Lucy Chappell and Senator Timothy Scott.

Seconded by Regent Reynolds and passed without dissent.

b. Approval of Resolution to Confer Earn Academic Degrees

MOTION by Regent Farris:

Move the Board to transfer the Fall 2018 degrees.

Seconded by Regent Weaver and passed without dissent.

c. Approval of Revised Academic Structure

MOTION by Regent Gilmore:

Move the Board to accept the recommendation for the updated organizational chart.

Seconded by Regent McFayden and passed without dissent.

2. Information Items

Dr. Beverly Schneller, Vice Provost, provided the Board with an update regarding the Academic Program Accreditation Initiative. President Brown gave an update on the Southern Association of Colleges and Schools Commission on Colleges accreditation. Dr. Lucian Yates, Provost, provided the Fall 2018 Midterms Grades update.

B. Brand Identity and University Relations

Ms. Clara Ross Stamps, Vice President of Brand Identity and University Relations, provided updates on the Alumni Relations Survey, the campus website, the Quarterly Media and Brand Identity Report, and the Thorobreds of the Month.

C. Finance and Administration

1. Action Items

a. Approval of FY2018 Audit

MOTION by Regent Gilmore:

Move the Board to approve the FY 2018 Audit.

Seconded by Regent McFayden and passed without dissent.

- b. Approval of Customer Relationship Management (CRM) Contract and Enrollment Management Contract

MOTION by Regent McFayden:

Move the Board to approve the customer relationship management contract with Target X and the enrollment management contract with Sexton Marketing so long as that contract does not exceed \$755,000.00.

Seconded by Regent Reynolds and passed without dissent.

- c. Approval of Easements for Pinsley Trail

MOTION by Regent McFayden:

Move the Board to approve the execution of the easements for the Pinsley Trail.

Seconded by Regent Reddy and passed without dissent.

- d. Authorization to Name the Campus Bell Tower

MOTION by Regent Farris:

Move the Board to approve the authorization to name the campus clock tower after President Mary Smith.

Seconded by Regent Jantzen and passed without dissent.

- e. Authorization to Name the Pedway

MOTION by Regent Farris:

Move the Board to name the campus Pedway after President Mary Sias.

Seconded by Regent McFayden and passed without dissent.

2. Information Items

Mr. Douglas Allen, Vice President of Finance and Administration and CFO, gave updates on the Mid-Year Budget, the Quarterly Review of Campus Facilities and Priorities, and Section 119 of the Internal Revenue Code.

D. Governance

1. Action Item

- a. Approval of Authorization for Policies

MOTION by Regent McFayden:

Move the Board to revise the Gold Book, Section 2: Powers, and Section 10: President of Kentucky State University, to allow the approval for authorization of certain policies.

Seconded by Regent Weaver and passed without dissent.

b. Approval to Terminate Pearson Agreement

MOTION by Regent McFayden:

Move the Board to terminate the Pearson Agreement.

Seconded by Regent Reddy and passed without dissent.

1. Information Items

President Brown presented information regarding the draft Policy on Policies and the proposed 2019 Legislative Agenda.

E. Institutional Advancement

1. Action Items

a. Approval of Donor Recognition Policy and Gift Acceptance Policy

MOTION by Regent Farris:

Move the Board to approve the Donor Recognition Policy and the Gift Acceptance Policy.

Seconded by Regent McFayden and passed without dissent.

2. Information Items

Ms. LouAnn Atlas and Ms. Betty Rapp, representatives of Fifth Third Bank, presented the Fifth Third Bank Semiannual Endowment Report. Mr. Donald Lyons, Executive Secretary of the KSU Foundation, and Willie Peel, Chief Officer President of the KSU Foundation, gave the Annual Report of the Kentucky State University Foundation.

F. Student Engagement and Success

1. Information Items

Mr. Gregory Rush, Special Assistant to the President, and Interim Provost Yates gave an update on the creation of the B.R.E.D.S. Center.

VIII. Closed Session

MOTION by Regent McFayden:

Move to go into Closed Session to discuss personnel matters and pending litigation pursuant to KRS 61.810 (Kentucky Open Meetings Act).

Seconded by Regent Jantzen and passed without dissent.

IX. Open Session

MOTION by Regent Reddy:

Move the Board to reconvene in General Session.

Seconded by Regent McFayden and passed without dissent.

X. Public Actions

A. Approval of Administrative Appointments

MOTION by Regent Harnice:

Move the Board to clarify personnel appointments: Douglas Allen, Executive Vice President for Finance and Administration; Clara Stamps, Senior Vice President for Brand Identity and University Relations; Lisa Lang, General Counsel and University Records Custodian; and Dr. Lucian Yates, Interim Provost and Vice President for Academic Affairs and Student Affairs.

Seconded by Regent Reddy and passed without dissent.

Regent Gilmore was not present for this vote.

B. Approval of Bennett Resolution

MOTION by Regent Harnice:

Move the Board to approve the Bennett Resolution.

Seconded by Regent Banks and passed without dissent.

Regent Gilmore was not present for this vote.

C. Authorization of Legal Action(s) or Settlement(s)

MOTION by Regent Reddy:

Move the Board to approve Chairperson Farris' signature on the settlement in two legal cases: USDC 16-cv-00029 and Franklin Circuit Court Case No. 15-CI-941.

Seconded by Regent McFayden and passed without dissent.

Regent Gilmore was not present for this vote.

D. Approval of the Revised Employment Agreement

MOTION by Regent McFayden:

Move the Board to approve the revised and corrected employment agreement of Dr. Brown in accordance with Section 119 of the IRS Code and to correct a mistake in the date of the contract.

Seconded by Regent Harnice and passed without dissent.

Regent Gilmore was not present for this vote.

XI. Campus Stakeholder Presentations

Mr. Travis Haskins, Staff Senate President, presented the Staff Senate update. Dr. Joe Moffett, presented the Faculty Senate update. Regent Weaver gave the Student Government update.

XII. Adjournment

MOTION by Regent McFayden:

Move the Board to adjourn at 5:28 p.m.

Seconded by Regent Weaver and passed without dissent.

Regent Gilmore was not present for this vote.

Submitted by:

Dr. M. Christopher Brown II, Board Secretary
Kentucky State University
Board of Regents

Dr. Elaine Farris, Chair
Kentucky State University
Board of Regents

_____ Approved with no corrections

_____ Approved with corrections

DRAFT

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

**Wednesday, February 6, 2019
9:00 a.m.**

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

MINUTES

I. Call to Order

Chairperson Elaine Farris, Ed.D. called the meeting to order at 9:00 a.m.

II. Roll Call

President M. Christopher Brown II, Ph.D. conducted roll call:

Regent Ron Banks	Present
Regent Mindy Barfield, Esq.	Present
Regent Karen Bearden, Ph.D.	Absent
Regent Michael Weaver, Jr.	Present
Regent Elaine Farris, Ed.D.	Present
Regent Derrick Gilmore	Present
Regent Paul Harnice, Esq.	Present
Regent Dalton Jantzen	Absent
Regent Elgie McFayden, Ph.D.	Present
Regent Syamala H. K. Reddy, M.D.	Absent
Regent Roger Reynolds	Present

Eight (8) Regents were in attendance; a quorum was established.

III. Adoption of the Agenda

MOTION by Regent McFayden:

Move the Board to adopt the February 6, 2019 Special Meeting Agenda.
Seconded by Regent Gilmore and passed without dissent.

IV. Opening Remarks

Chairperson Farris gave her opening remarks.

V. Agenda Items

A. Approval of Head Football Coach Contract

MOTION by Regent Barfield:

Move the Board to approve the contract of the Head Football Coach.
Seconded by Regent McFayden and passed without dissent.

B. Approval to Terminate Xerox Contract

MOTION by Regent McFayden:
Move the Board to terminate the Xerox Contract.
Seconded by Regent Weaver and passed without dissent.

C. Approval of Ricoh Contract

MOTION by Regent McFayden:
Move the Board to approve the Ricoh contract.
Seconded by Regent Weaver and passed without dissent.

VI. Adjournment

MOTION by Regent McFayden:
Move the Board to adjourn at 9:26 a.m.
Seconded by Regent Gilmore and passed without dissent.

Submitted by:

Dr. M. Christopher Brown II, Board Secretary
Kentucky State University
Board of Regents

Dr. Elaine Farris, Chair
Kentucky State University
Board of Regents

_____ Approved with no corrections

_____ Approved with corrections



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019

SUBJECT: Approval of Federally Funded Land Grant Construction Projects

FROM: Office of Finance and Administration

ACTION ITEM: Yes

BACKGROUND: A number of improvements are needed at the Harold Benson Research and Demonstration Farm and at the Aquaculture Research Center. The programs are outlined below:

Floating Raceway at the KSU Harold R. Benson Research and Demonstration Farm (\$120,000). A floating raceway to produce many types of fish would be built on a pond at the KSU farm as a demonstration for small-scale farmers and to conduction research. This project would involve the installation of underground electrical service from a nearby pole to the pond bank, and to install a diesel powered backup generator with transfer switch. Additionally the raceway structure on the pond will include, flow meters, water lifts, sensors, solar panels, battery backups, and other devices to regulate water movement for fish. The project will be funded by a USDA federal grant.

Barn for Beef Cattle Feeding Trials at the KSU Harold R. Benson Research and Demonstration Farm (\$55,000). An open side barn, or similar structure, would be built with pens, feeding stations, and a manure removal system for beef cattle feeding trials at the KSU Harold R. Benson Research and Demonstration Farm. The barn would be approximately 200 feet by 200 feet in size. The project will be funded by a USDA federal grant.

Paving and Repair of Farm Roads at the KSU Harold R. Benson Research and Demonstration Farm (\$230,000). Road repairs and paving of gravel roads at the KSU Harold R. Benson Research and Demonstration Farm would be accomplished. This project would: 1) repave the current asphalt roads at



KENTUCKY STATE UNIVERSITY

Board of Regents

the farm, including those to the office building and wet laboratory facility at the farm, and 2) pave several current gravel roads such as the road to the KSU Mobile Fruit and Vegetable docking station. The current road to the farm office building is approximately 20 years old and has a considerable number of potholes extending the width of the road. This repaving may also require some gravel and foundation work for the long-term stability of the road. The project will be funded by a USDA federal grant.

Value-Added Processing Building for the KSU Harold R. Benson Research and Demonstration Farm (\$575,000). An approximately 30 x 40 foot value-added processing building would be built to serve as a larger scale processing facility, fermentation, and distillation facility. This facility would be used by Extension personnel leading trainings and workshops, researchers, and stakeholders to process fruits and vegetables, research on value-added fruit and vegetable products, hemp grain processing, hops processing, honey processing, and other fermented products. This building will serve as a USDA-certified kitchen with processing benches, a three compartment sinks, a bathroom, and will house equipment, such as freezers and refrigerators, a jam steam pot, a conveyor fruit processor, a grain mill, a protein extruder, fermenters, and other processing and distilling equipment. The project will be funded by a USDA federal grant.

High Tunnel Construction at the Aquaculture Research Center (\$55,000). Two high tunnels (solar heated greenhouses) would be built at the KSU Aquaculture Research Center to conduct shrimp and aquaponics research. This project would require electrical hook ups and service, water line connections, cement foundations, benches, tanks, and construction of the high tunnels and supporting equipment. The project will be funded by a USDA federal grant.

SUMMARY OF PROGRAMS/ACTIVITIES: Working with the Finance and Administration Cabinet, the University will develop plans for each of these projects. The Finance and Administration Cabinet will manage the renovation projects. Estimated completion date will be determined as the projects are designed.



KENTUCKY STATE UNIVERSITY

Board of Regents

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3: Increase the University's Financial Strength and Operational Efficiency.

The Land Grant Program is a foundational program for Kentucky State University and these projects expand opportunities for research at the farm and aquaculture center.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS:

These projects are funded with federal funds. There is no match requirement. The five projects total \$1,035,000 in scope.

ATTACHMENTS: N/A

RECOMMENDATION: Approve the land grant construction projects.



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019

SUBJECT: Approval to Designate Hillcrest Manor as Hillcrest University Center

FROM: Office of Finance and Administration

ACTION ITEM: Yes

BACKGROUND: Hillcrest Manor, a 7,000 square foot facility located on the south side of campus along Cold Harbor Drive, is no longer needed as a primary residence at the close of the 2019 fiscal year. This provides an opportunity to repurpose the facility as a University Center, available for events, conferences, etc.

SUMMARY OF PROGRAMS/ACTIVITIES: The University will work with the Finance and Administration Cabinet, Division of Engineering and Contract Administration to develop a cost estimate to repair and renovate the Hillcrest University Center. The ultimate design and specific purpose of the facility will be determined as part of the ongoing University Master Plan process.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 1: Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

Community gathering spaces are essential for the campus. This project will develop a new gathering space on campus and provide a symbol for the advancement of the campus.

Goal 4: Enhance the Impact of External Relations and Development

An additional facility to support events and fundraising is a critical need on campus.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A



KENTUCKY STATE UNIVERSITY

Board of Regents

FISCAL IMPLICATIONS: No costs are anticipated at this time.

ATTACHMENTS: N/A

RECOMMENDATION: Designate Hillcrest Manor as the Hillcrest University Center.



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Approval of Resolution to Confer Earned Academic Degrees
FROM: Office of Academic Affairs
ACTION ITEM: Yes

BACKGROUND: Fall Commencement Exercises are scheduled for Friday, May 10, 2019, at 9:00 a.m.

SUMMARY OF PROGRAMS/ACTIVITIES: In accordance with The Gold Book: Bylaws of the Kentucky State University Board of Regents, The Boards of Regents grants diplomas and confers degrees upon the recommendation of the President and faculty. There are approximately 225 candidates for the Spring 2019 Commencement with fifty (50) receiving Associate's degrees, one hundred thirty-nine (139) receiving Bachelor's degrees, thirty-four (34) receiving Master's degrees, and two (2) receiving Doctoral degrees.

ALIGNMENT WITH STRATEGIC GOALS: Goal 2—Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree persistence, Career Readiness and Graduation Rates.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: Resolution conferring degrees

RECOMMENDATION: Take action to confer Spring 2019 degrees.

Kentucky State University

Resolution

Whereas, Kentucky State University's Spring Commencement Exercises are scheduled for Friday, May 10, 2019 at 9:00 a.m.; and

Whereas, there are approximately 225 prospective graduates at Kentucky State University in Frankfort, Kentucky, who are to receive Associate's degrees, Bachelor's degrees, Master's degrees, and Doctor of Nursing Practice degrees.

Now, therefore be it resolved, that the degrees to be conferred upon the candidates for graduation at the Commencement Exercise of Kentucky State University submitted by President Dr. M. Christopher Brown II, upon approval and recommendation of the Faculty and appropriate administration they are hereby approved.

Be it further resolved, that the list of graduates may be supplemented or modified as is necessary to carry out this resolution.

Certificate

We, the duly qualified and acting officers of the Board of Regents of Kentucky State University, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Kentucky State University Board of Regents at its regular meeting March 7, 2019.

Dr. Elaine Farris, Chair
Kentucky State University
Board of Regents

Dr. M. Christopher Brown II, Board Secretary
Kentucky State University
Board of Regents



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Approval of Honorary Degree Candidate
FROM: Office of Academic Affairs
ACTION ITEM: Yes

BACKGROUND: Dr. Gwendolyn Boyd, an engineer and nationally recognized champion of education, former President of Alabama State University, the 22nd National President of Delta Sigma Theta Sorority Inc., and a prolific motivational speaker, is being honored for her work in elevating education in the United States.

SUMMARY OF PROGRAMS/ACTIVITIES: Awarding of honorary degree at Spring 2019 Commencement Exercises

ALIGNMENT WITH STRATEGIC GOALS: Goal 1—Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS:

RECOMMENDATION: Approval to award an Honorary Doctorate of Humane Letters to Dr. Gwendolyn E. Boyd.

Gwendolyn Elizabeth Boyd is an engineer and is described as a dynamic and relevant leader, a prolific motivational speaker, a powerful preacher and a prominent advocate for STEM (Science, Technology, Engineering and Mathematics) education. Boyd earned her B.S. from Alabama State University with a major in mathematics and a double minor in physics and music. She received a fellowship and was the first African-American female to earn a M. S. degree in Mechanical Engineering from Yale University. She has earned both the M. Div. and D. Min. Degrees from Howard University.

Boyd's professional career of more than three decades at the Johns Hopkins University Applied Physics Laboratory was highlighted by exemplary leadership and dedicated service as part of engineering teams. Boyd was a direct report to the President of Johns Hopkins University serving as chair of the Johns Hopkins Diversity Leadership Council from 2001-2014.

Boyd returned to her alma mater in 2014 and for three years she served as the 14th and first female president of ASU. Highlights of her presidency included getting the university its very first engineering degree program with approval for a BS in biomedical engineering. Boyd and her team got the university removed from SACSCOC warning status from previous financial instability. The largest freshman class was documented during her tenure.

Boyd is a nationally recognized champion of education, especially as it relates to STEM (science, technology, engineering and math) disciplines. Boyd was nominated by President Barack Obama and received U.S. Senate confirmation to serve as a trustee to the Barry M. Goldwater Scholarship and Excellence in Education Foundation in 2009 and later to serve on the President's Advisory Commission on Educational Excellence for African Americans in 2014.

Rev. Dr. Gwendolyn Boyd is an ordained itinerant elder in the African Methodist Episcopal Church. She serves on the ministerial staff of Ebenezer AME Church in Fort Washington, Md.

Dr. Gwendolyn Boyd was elected to serve from 2000-2004 as the 22nd National President of Delta Sigma Theta Sorority Inc., an international organization of more than 250,000 members. Known as the "Technology President," Boyd helped to establish technology in all facets of the sorority's activities and administration. Her four-year tenure as president included a number of transformative accomplishments, including the launching of Project SEE (Science in Everyday Experiences), an initiative funded by a \$1.6 million National Science Foundation grant with a goal of promoting math and science for middle school African-American girls. She also led the sorority's humanitarian and education advocacy efforts in various parts of Africa, including Swaziland, Lesotho and Soweto, South Africa. In 2013, Boyd served as chair of the sorority's Centennial Celebration, which involved organizing a year-long series of events culminating in a Washington, D.C.-based convention that drew more than 40,000 participants from around the world.

Dr. Boyd has been awarded two honorary doctorates; The Carver Medal from Simpson College; Congressional recognitions; 30 "Keys to the City"; a Key to the "State of Florida"; declaration of **Gwendolyn E. Boyd Day** in eight cities; leadership awards and professional awards for her achievements in the fields of engineering, higher education and community activism. She is a member of the Washington DC Alumnae Chapter of Delta Sigma Theta Sorority, Inc., Capital City Chapter of the Links, Inc., and Leadership Greater Washington.



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Southern Association of Colleges and Schools Commission
on Colleges Update
FROM: Academic Affairs
ACTION ITEM: No

BACKGROUND: March 19-21, 2019, Kentucky State University will have its on-site review for reaccreditation by SACSCOC.

SUMMARY OF PROGRAMS/ACTIVITIES: Feedback from the Off-Site Review Report has been received, a focused report has been sent to SACSCOC, and a mock visit has been held. Work is progressing on creating the files for the Evidence Room and preparing the campus for the site visit.

ALIGNMENT WITH STRATEGIC GOALS: This meets the goals of maintaining high quality liberal arts programming and providing a means to increase enrollment, as external stakeholders respond favorably to accredited programs.

COMMITTEE/PROGRAM ACTION: None at this point

PROGRAM IMPLICATIONS: Successful reaffirmation is an institutional goal.

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: N/A

RECOMMENDATION: N/A



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Update on Academic Innovations and Initiatives
FROM: Academic Affairs
ACTION ITEM: No

BACKGROUND: Many interesting things are happening in academic and student affairs—For information only.

SUMMARY OF PROGRAMS/ACTIVITIES: N/A

ALIGNMENT WITH STRATEGIC GOALS: All

COMMITTEE/PROGRAM ACTION: None at this point

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: N/A

RECOMMENDATION: N/A

UPDATES ON INNOVATIONS AND INITIATIVES

1. C.R.E.E.D.'S Inclusive Excellence & Equity Conference

The Creed Center will be hosting a one day conference on excellence and equity on the campus of KSU on June 6, 2019. More information to follow.

2. Bred Prep--New Student Orientation

New Student orientation dates have been established for:
May 17; June 14; & July 12

3. BRED Week—8/10-8/16

New Student induction week!

4. The Starting Line Summer Pre-College Academy—6/22-7/26

For first time freshmen to get a head start on the college experience.

5. Declaration Day—4/5/19

This is the day that our freshmen declare their major and become the advisees of the academic unit and essentially leave the University College

6. Maymester—5/13-5/31

An intercession where students can take up to 9 semester hours between the end of the spring semester and the beginning of summer school.



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Campus Website Update
FROM: Brand Identity and University Relations
ACTION ITEM: No

BACKGROUND: Why conduct a website redesign? The reasons are often too many to name. Here are the top reasons mentioned by our stakeholders: the CMS (Content Management System) is a pain; the CMS and the CRM (Content Relationship Management) do not work in concert; the current design is outdated; inconsistent page styles; the website is not responsive and mobile friendly; site needs more videos and larger photos; too much content; content managers do not keep content up-to-date, among others.

SUMMARY OF PROGRAMS/ACTIVITIES: Our website goals must be measurable and align with one of three broad categories: to increase revenue, decrease expense and increase brand recognition.

Brand Identity is working to identify all audiences while defining our primary audience. Content managers must understand their responsibility to our audiences and the importance of updating content while measuring goal attainment. A website is never complete or up-to-date. We must invest in content –copy, photography, and videography.

The University's homepage and standard templates are being redesigned to meet the demands of the mobile age. The new templates will have a modern design, streamlined content and improved usability. Best of all, the website will be responsive and mobile friendly.

Brand Identity is working with an outside agency to bring current best practices to the University's online presence. The new look will debut in February 2019.



KENTUCKY STATE UNIVERSITY

Board of Regents

ALIGNMENT WITH STRATEGIC GOALS: It is our goal to position Kentucky State University among the nation's most visible postsecondary institutions and as an effective force for progress in the Commonwealth of Kentucky, working collaboratively and efficiently to boast its position of providing the highest quality education for the highest return on investment while improving the quality of life and driving economic growth in the Commonwealth.

COMMITTEE/PROGRAM ACTION: No.

PROGRAM IMPLICATIONS: The new website will assist the institution in achieving its business goals and mission by increasing web traffic, influencing potential students to take action — complete applications or schedule a campus visit — while keeping web visitors informed of the great happenings at Kentucky State University.

FISCAL IMPLICATIONS: \$28,000

RECOMMENDATION: N/A



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Quarterly Media and Brand Identity Report
FROM: Brand Identity and University Relations
ACTION ITEM: No

BACKGROUND: The Quarterly Media and Brand Identity Report reveals insights into the brand reputation and position of Kentucky State University in the news and among its publics.

SUMMARY OF PROGRAMS/ACTIVITIES: Brand Identity creates content and support University programs and activities to promote, increase, advance and monitor the brand reputation of Kentucky State University while strengthening broad public and internal support of the institution.

ALIGNMENT WITH STRATEGIC GOALS: It is our goal to position Kentucky State University among the nation's most visible post-secondary institutions and as an effective force for progress in the Commonwealth of Kentucky, working collaboratively and efficiently to boast its position of providing the highest quality education for the highest return on investment while improving the quality of life and driving economic growth in the Commonwealth.

COMMITTEE/PROGRAM ACTION: None required.

PROGRAM IMPLICATIONS: By establishing and monitoring strategic communications targeted to specific constituency groups, we will be able to advance and increase the brand position and reputation of Kentucky State University.

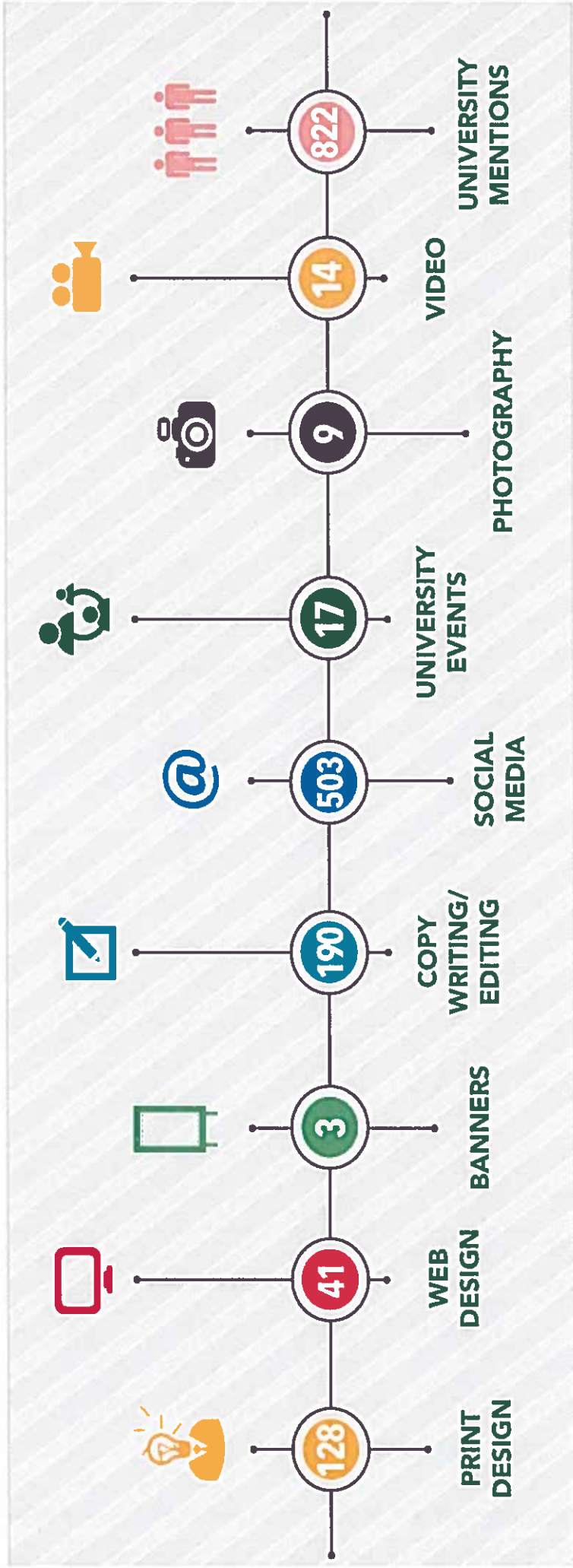
FISCAL IMPLICATIONS: The total quarterly value of Kentucky State University's free media and brand efforts is \$3.5 million.

ATTACHMENTS: Report attached.

RECOMMENDATION: Please continue to share news, media and branding strategies with the Division of Brand Identity and University Relations via news@kysu.edu.

KENTUCKY STATE BRAND IDENTITY

MARCH 2019 SYNOPSIS



SOCIAL MEDIA



Page Likes: 8,887
Posts: 94
Post Engagements: 62,523
Total Reach: 109,659
Video Views: 29,128



Most Liked Post:

The University of Kentucky College of Pharmacy announced a new partnership with @KyStateU that will allow students to earn both a bachelor's degree and a Doctor of Pharmacy in an accelerated time frame.
 1,749 Reactions, Comments & Shares

1,338 Reactions, Comments & Shares



4,462 Followers
Tweets: 154

Top Tweet: @KyStateU officials announced today that the head coaching position in the football program is now vacant, as they parted ways with legendary coach John L. Smith, in accordance with his 2016 Kentucky State University Board of Regents approved contract.

Impressions: 26,512
Total Engagements: 5,243
Media Engagements: 3,871
Detail Expands: 499
Likes: 16
Retweets: 20
Link Clicks: 655
Profile Clicks: 168
Replies: 14



3,102 Followers
Photos: 206

Most Interaction: "Da Butt" | The BRED Experience @KyStateU

1,326 Views



Photos: 29
Most Viewed (49): The Convening



Videos: 7
Most Viewed (490): Kentucky State University: A Look Back at 2018

WEBSITE

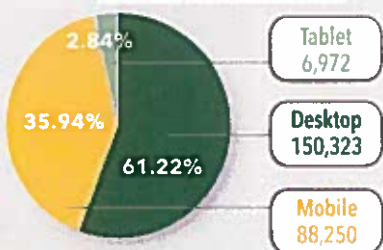
Sessions: 245,545

Users: 96,352
Page Views: 616,424

Page Sessions: 2.51
Avg. Session Duration: 3:03

Bounce Rate: 47.42%
New Sessions 76.5%

DEVICE ENGAGEMENT



DEMOGRAPHICS

Top 10 States

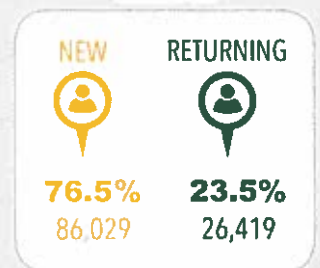
Rank	State	Sessions
1.	Kentucky	147,164
2.	Illinois	12,624
3.	Tennessee	11,125
4.	Michigan	9,954
5.	Georgia	8,260
6.	Ohio	7,495
7.	Texas	3,791
8.	Indiana	3,816
9.	California	3,813
10.	New York	2,799

Top 10 Cities

Rank	City	Sessions
1.	Frankfort	93,306
2.	Louisville	13,810
3.	Lexington	14,776
4.	Chicago	10,245
5.	Nashville	8,442
6.	Atlanta	5,037
7.	Detroit	4,487
8.	Ann Arbor	3,084
9.	New York	2,177
10.	Not Set	1,685

Page 3 of 125

VISITORS





KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Thoroughbreds of the Month Update
FROM: Brand Identity and University Relations
ACTION ITEM: No

BACKGROUND: 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 brand champions and their great work — the big finish with entry into the Winner's Circle.

SUMMARY OF PROGRAMS/ACTIVITIES: Our goal is to build a culture that thrives and understands the relationship between great customer experiences and Kentucky State University's brand reputation. The program aims to encourage constant workplace improvements, including evaluation of processes, work flow, communication, and ways to inspire enthusiasm for victories in the hearts of our employees, believing true success happens from the inside out.

The campus community and others will be encouraged to nominate employees who deserve special recognition for going above and 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.

ALIGNMENT WITH STRATEGIC GOALS: It is our goal to position Kentucky State University among the nation's most visible post-secondary institutions and as an effective force for progress in the Commonwealth of Kentucky, working collaboratively and efficiently to boast its position of providing the highest quality education for the highest return on investment while improving the quality of life and driving economic growth in the Commonwealth.

COMMITTEE/PROGRAM ACTION: No.



KENTUCKY STATE UNIVERSITY

Board of Regents

PROGRAM IMPLICATIONS: The Thoroughbred Program will increase employee morale and aid in the advancement of Kentucky State University's brand position and reputation while recognizing individuals whose service to the University provides exceptional benefits in the furtherance of the goals and mission of the institution.

FISCAL IMPLICATIONS: Minor

RECOMMENDATION: N/A



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Approve Bookstore Provider
FROM: Office of Finance and Administration
ACTION ITEM: Yes

BACKGROUND: The University solicited proposals for a book and merchandising/retail services that demonstrate a commitment to excellence in higher education. The purpose of the proposal is for a qualified vendor to provide quality management and operation of a book and merchandising/retail services for the University's on campus and off campus locations.

SUMMARY OF PROGRAMS/ACTIVITIES: The University is seeking a partner who

- Support the academic mission of the University by providing efficient and effective course materials to students and faculty,
- Provide affordable education materials that are competitive with other retail locations, online purchasing, and create customer-centric innovative retail environments
- Utilize state-of-the-art technology to support efficient customer forward services (e.g., online strategy, inventory management, registration integration, book adoptions, etc.)
- Make available a selection of "soft goods", such as office supplies, incidental household goods, personal care items, University emblematic apparel, memorabilia, and other miscellaneous items at reasonable prices that are competitive with other retail locations and online purchasing services.
- Collaborate with the University on sponsorship opportunities



KENTUCKY STATE UNIVERSITY

Board of Regents

ALIGNMENT WITH STRATEGIC GOALS:

Goal 1: Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

Goal 2: Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree Persistence, Career Readiness and Graduation Rates.

Goal 3: Increase the University's Financial Strength and Operational Efficiency.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: Providing quality educational course materials is essential for the growth, development, and success of our students.

FISCAL IMPLICATIONS: The University is anticipating a cost neutral impact due to the replacement of the current book and merchandising/retail services.

ATTACHMENTS: N/A

RECOMMENDATION: Approve Bookstore Provider.



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Approve Construction of the Quattro Cavalli
FROM: Office of Finance and Administration
ACTION ITEM: Yes

BACKGROUND: Using private donations matched with SAFRA funds, the University has the opportunity to install full size replicas of the Quattro Cavalli on a plaza at the entry of campus across from the Exum Center. Working with the Kentucky Finance and Administration Cabinet, a design for the plaza has been developed. The plan and high level rendering is attached.

SUMMARY OF PROGRAMS/ACTIVITIES: Working with the Finance and Administration Cabinet, the University will contract for the construction of a pedestal and plaza. Design is substantially complete. The current projected cost is approximately \$139,000. At this level, bidding will be required and the project is now expected to be complete in June 2019.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 1: Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

Community gathering spaces are essential for the campus. This project will develop a new gathering space on campus and provide a symbol for the advancement of the campus.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A



KENTUCKY STATE UNIVERSITY

Board of Regents

FISCAL IMPLICATIONS: The project plaza and pedestal construction will be funded through with SAFRA funds. Total budget for the project is \$139,000.

ATTACHMENTS: Project Plan and Rendering

RECOMMENDATION: Approve the project for the pedestal and plaza for the Quattro Cavalli.

KSU HORSE PEDESTAL
KENTUCKY STATE UNIVERSITY
 400 E Main Street
 Frankfort, KY 40601

DRAWING NO.

ACCOUNT #
 435-C96S-KS22-00

FAI NO.

COMMONWEALTH OF KENTUCKY
 FINANCE AND ADMINISTRATION CABINET
 DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES
 DIVISION OF ENGINEERING AND CONTRACT ADMINISTRATION
 FRANKFORT, KENTUCKY

AS BUILT DATE
 MM/DD/YR

DECA LOG #

310 Old Vine Street, Suite 200
 Lexington, Kentucky 40507
 p: 859.264.9803
 www.carmansite.com

CARMAN

LANDSCAPE ARCHITECTURE
 URBAN PLANNING
 CIVIL ENGINEERING

DRAWING INFORMATION

A&E FILE NO. 18.156

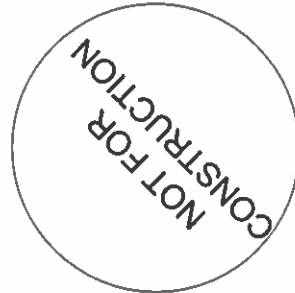
DRAWING DATE 1/23/2019

DRAWN BY MH

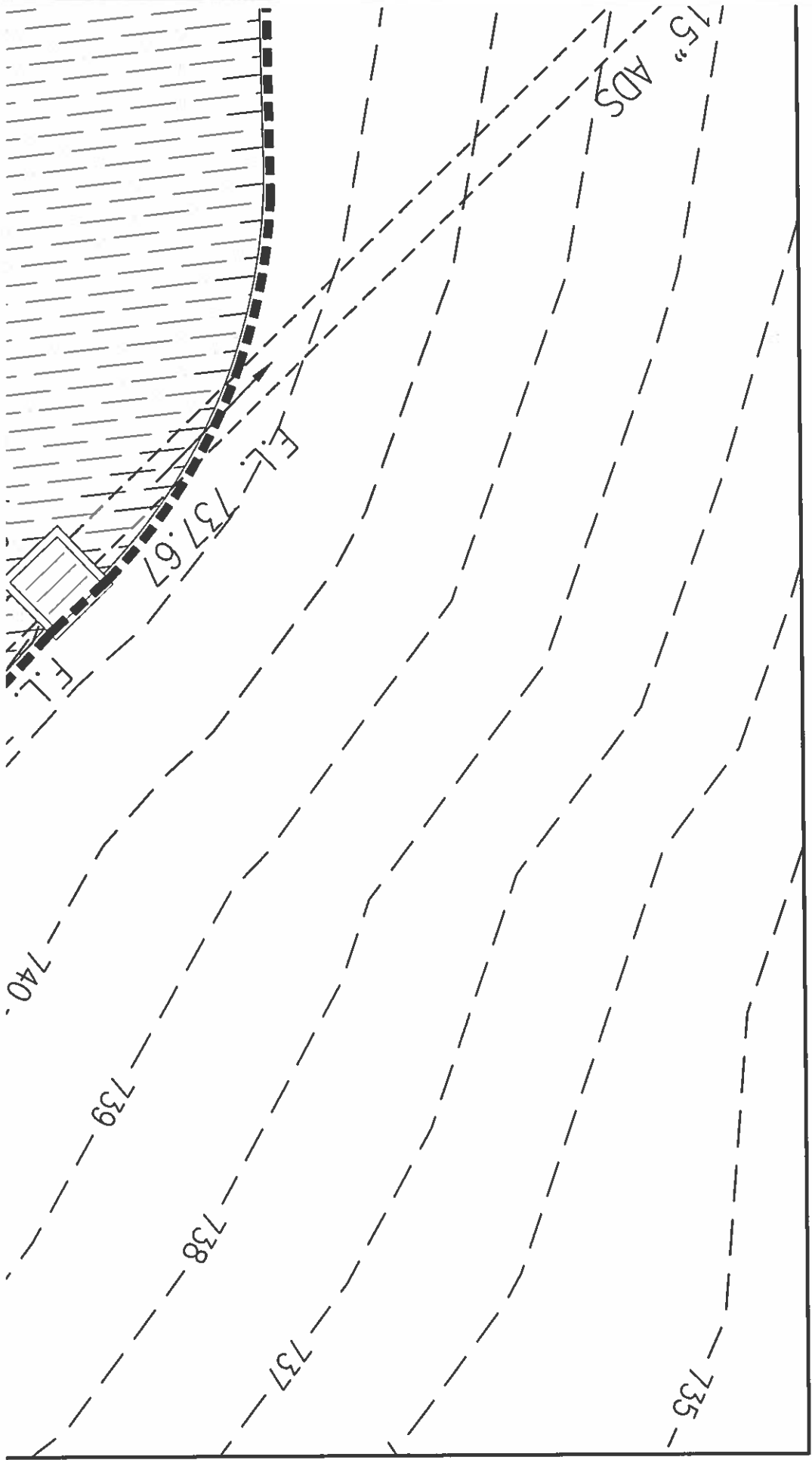
CHECKED BY CH

PHASE A

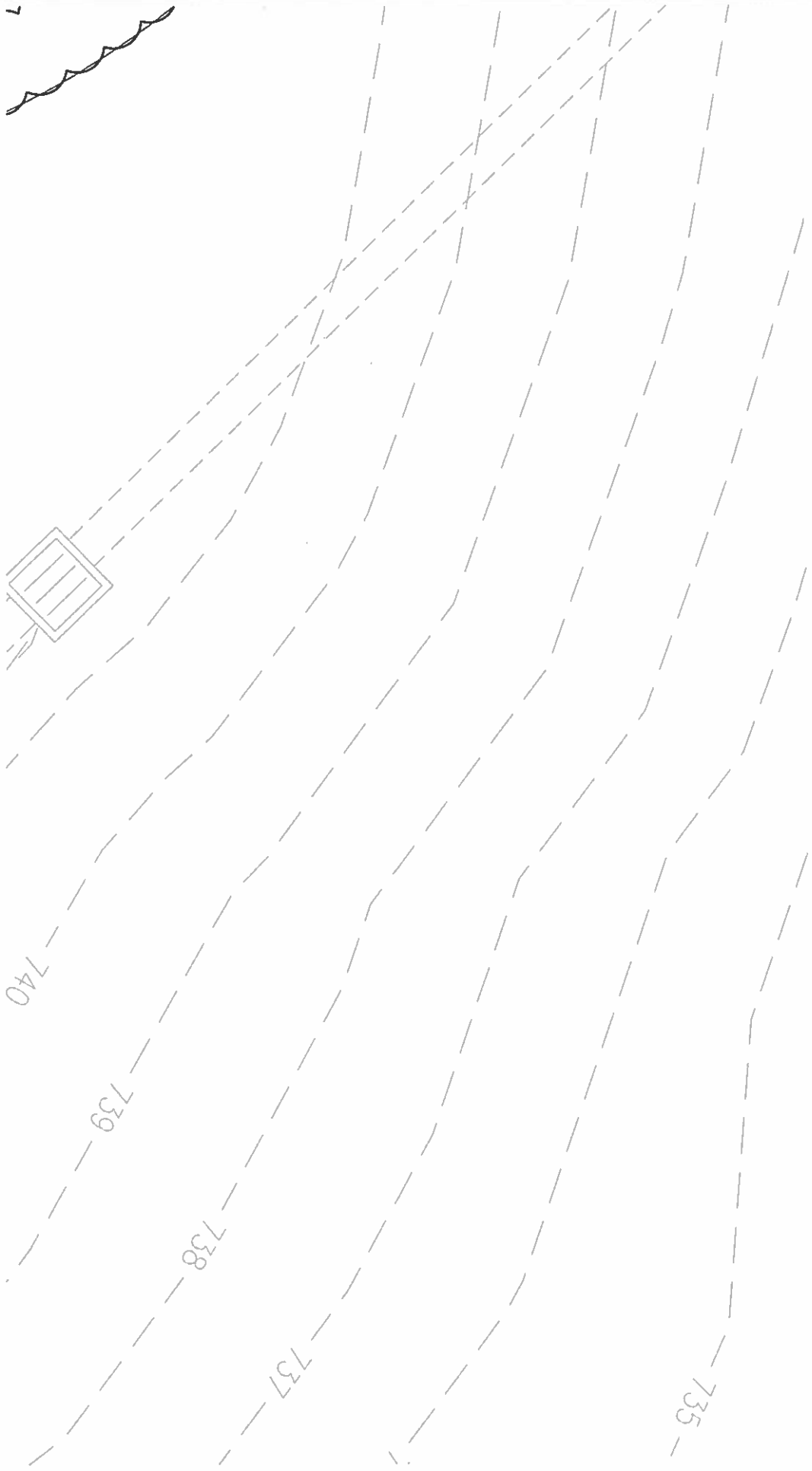
RTA DATE -



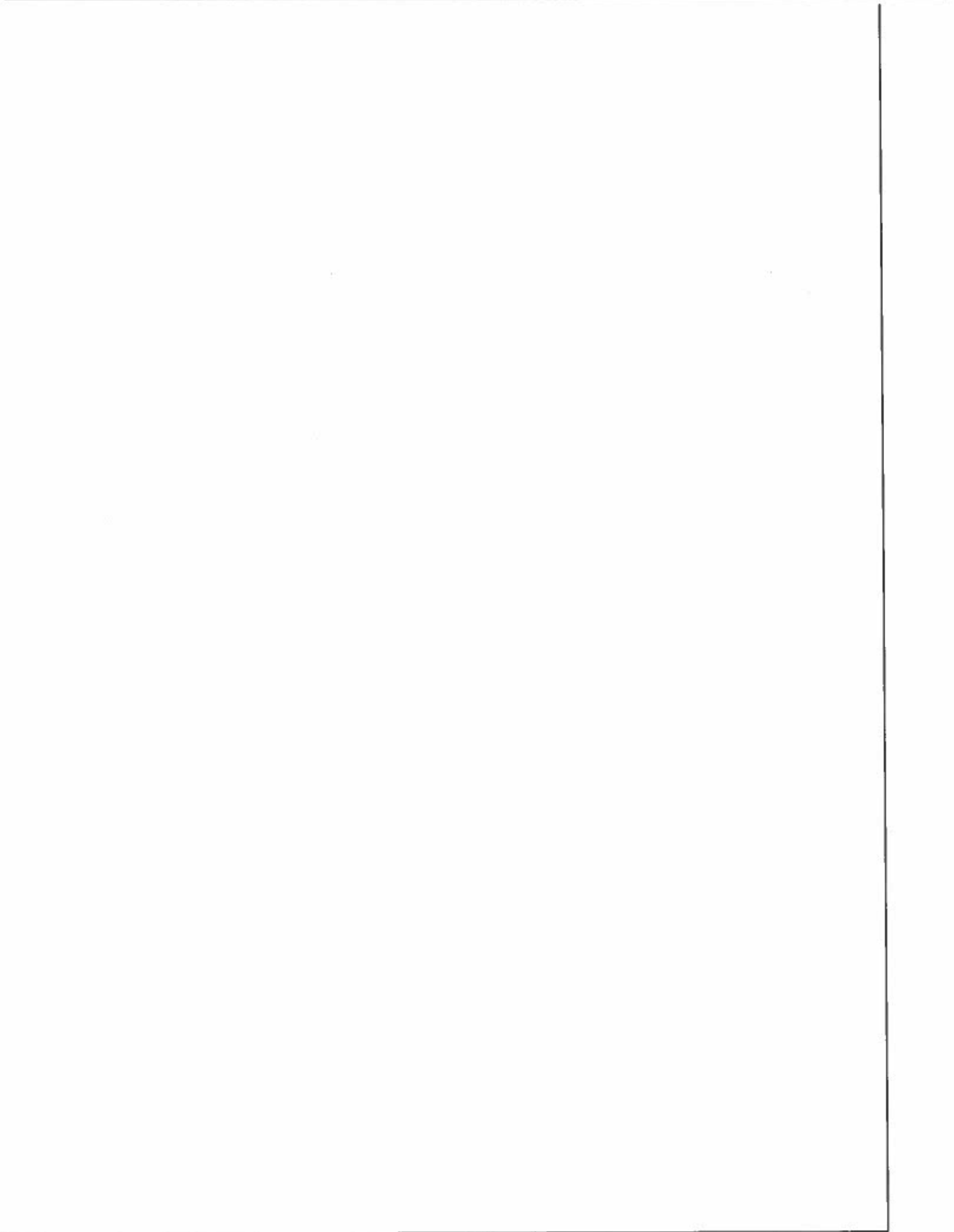
REVISION HISTORY OF THIS DRAWING		DESCRIPTION OF REVISIONS	DATE
1			
2			
3			
4			
5			
6			
7			
8			



SITE PLAN



SITE PLAN





KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Approve Master Plan Scope Increase
FROM: Office of Finance and Administration
ACTION ITEM: Yes

BACKGROUND: On June 7, 2018, the Kentucky State University Board of Regents approved a project to begin a campus master planning project with a projected scope of \$325,000.

Omni was selected as the lead architectural firm for this project through a competitive process managed by the Finance and Administration Cabinet. The master planning process began before Christmas with information gathering and a series of kickoff meetings were held January 30th, 31st, and February 1st.

During this process, Omni has identified two additional services that they recommend in addition to the master plan:

- 1. Facility Assessment of Kentucky State University Buildings:** Detailed analysis of the condition of KSU facilities in terms of age, design, construction methods, materials, and general condition. This analysis would include assessments of the mechanical/electrical/plumbing and structural systems, as well as a simplified scoring system to characterize condition and the scope of deferred maintenance. This work would be started during Phase 1 of the Masterplanning process.
- 1. Space Needs Assessment Services (SNA) / Space Utilization Report:** Based on classroom scheduling data provided by KSU, analyze existing classroom and lab utilization and identifies specific areas for improvement based on benchmark information and industry standards. This work would be started during Phase 1 of the Masterplanning process.

A complete scope of work is attached. Representatives from Omni will give a brief presentation to the Board describing their process and timelines.



KENTUCKY STATE UNIVERSITY

Board of Regents

SUMMARY OF PROGRAMS/ACTIVITIES: Representatives from Omni will give a brief presentation to the Board describing their process and timelines.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 1: Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

Goal 3: Increase the University's Financial Strength and Operational Efficiency.

A new master plan provides the framework to develop the physical infrastructure necessary to enhance the student experience. It also guides University investments in facilities to ensure that those investments are aligned with strategic goals and deliver the maximum return on investment.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: The initial estimate for development of the Campus Master Plan was \$325,000. A scope increase to \$433,965 is requested.

ATTACHMENTS: Project Scope Document.

RECOMMENDATION: Approve the scope increase for the Campus Master Plan Project.



Mr. Bernard Engelman

February 5, 2019

Division of Engineering & Contract Administration
Commonwealth of Kentucky
Bush Building, 1st Floor
403 Wapping Street
Frankfort, KY 40601

RE: Kentucky State University Master Plan
Fee Proposal
Contract No. To Be Determined

Dear Mr. Engelman:

On behalf of Omni Architects, we are very pleased to submit this request for professional design services related to our selection for the Kentucky State University Master Plan. Our fees are directly proportional to the level of service and effort your project requires, and we have attempted to provide as much detail as possible on scope of services we will be providing, as well the time required for a successful project. We have approached the fee proposal for this project differently than we typically do in order to give you maximum flexibility in determining the scope of services you need us to provide, as well as the total fee required.

To this end, we have split of proposed fees into three categories for your review:

- **Basic Services**, which we have defined as the bare minimum we believe is necessary to meet the requirements in the original Request for Proposals.
- **Recommended Services**, which are Additional Services we strongly believe are necessary to maximize the usefulness of the Masterplan.
- **Additional Services**, which are tasks which we see as beneficial, but of a lower priority that the Basic Services or the Recommended Services.

A detailed explanation of all requested services and fees follows.

Basic Services

For the Basic Services scope of work, the entire design team will participate in developing the Campus Master Plan. Our proposed Basic Services fee is based on the following assumptions:

- You will provide the base drawings needed to create graphics for the Masterplan, and we will not be creating new CAD files, topography maps, infrastructure surveys, aerial photography, etc.
- We will rely on web meetings to share information and review next steps between the scheduled campus visits.
- The Masterplan will focus on potential construction projects for a ten-year period.

- Our attendance at public presentations and/or meetings will be coordinated with the identified campus visits.

We anticipate the scope of services will be broken into phases as follows:

1. Phase 1 Discovery

- Prepare refined process Work Plan, project schedule and clarify expectations.
- Submit requests for Owner-provided information.
- Data Collection and Review: Organize and review data set provided, including previous reports and documents.
- Campus Master Plan Communications and Social Media Implementation.
- Campus Visit 1** Theme: Project Kick-off / Visioning Session, Initiate Data Collection, Committee & Stakeholder Meetings, Space Planning Interviews, Campus Tours.
- Analyze Collected Information as it relates to the Support of Kentucky State University's Mission and Strategic Plan.
- Review Natural, Urban and Campus Systems.
- Prepare Project Goals, Objectives and Guiding Principles.
- Review Zoning, Open Space and Real Estate Limitations and Opportunities.
- Future Enrollment Projections.
- Prepare Phase Summary Documentation and Deliverables.
- Campus Visit 2** Theme: Presentation of Discovery Phase Summary and Present Space Needs Analysis, Open Houses and Focus Groups.
- Submit Phase Deliverables.

2. Phase 2 Analysis and Options

- Campus and Community Site Analysis.
- Existing Document Review and Incorporation of Key Studies.
- Determine and Evaluate Infrastructure and Utility Needs and Capacities.
- Prepare Campus Analysis Diagrams.
- Develop Big Idea Concepts for Long Term Growth.
- Conduct Land Use Analysis to Assess Current Use and Future Needs.
- Refine Project Goals, Objectives and Guiding Principles, and Develop Plan Drivers.
- Project Scenarios and Adaptive Reuse for Programmatic Space Accommodations.
- Prepare Development Opportunity Plan.
- Review Options for Pedestrian & Vehicular Circulation, including parking scenarios, mass transit and alternative means of transportation to and around campus.
- Analyze Capacity & Serviceability of Campus Conveyance Systems.
- Prepare Initial Master Plan Program with Square Footage Requirements and Project Scenarios.
- Develop Major Conceptual Options and Sub Options.

- n. Prepare Phase Summary Documentation and Deliverables.
- o. **Campus Visit 3A** Theme: Presentation of Analysis Phase Summary, Present Land Use Options and Concepts.
- p. Submit Phase Deliverables.

3. Phase 3 Idea Generation (Concept Refinement)

- a. Accommodation of the Master Plan Program for New Space Number, Type, Size and Usages of Buildings.
- b. Prepare Capacity Plan for Possible Future Development and Assessment of Options.
- c. **Campus Visit 3B** (in conjunction with last Analysis Visit) - Theme: Presentation of Concepts, Meetings for Input from Stakeholders.
- d. Create Pedestrian and Vehicular Circulation Concept Drawing and Recommendations.
- e. Initiate Sustainable Site Development Strategies and Best Practices.
- f. Develop Recommendations for Sustainability, Energy Conservation, Alternative Energy Solutions and Best Management Practices.
- g. Create Strategies for Campus Systems and Transportation Initiatives.
- h. Develop Recommendations/Options to Supplement Capacity, Correct Deficiencies and Locate Conveyances for Distribution for all Natural, Urban and Campus systems.
- i. Develop Alternative Concepts.
- j. Prepare Phase Summary Documentation and Deliverables.
- k. **Campus Visit 4A** Theme: Assessment of Alternatives, Meetings for Input from Stakeholders, Conduct Open Houses.
- l. Submit Phase Deliverables.

4. Phase 4 Refinement (Integration)

- a. Integrate Campus Systems with Preferred Concept and Document Recommendations for Infrastructure Improvements.
- b. Develop Preliminary Campus Master Plan.
- c. **Campus Visit 4B** (in conjunction with last Idea Generation Visit) - Theme: Preliminary Campus Master Plan Review, Present Integrated Preferred Concept [Planning Team Charrette].
- d. Prepare Draft of Final Master Plan.
- e. Develop Utility, Transportation and Security Recommendations.
- f. Design Guidelines.
- g. Phasing Plans and Cost Model.
- h. Prepare Phase Summary Documentation and Deliverables.
- i. **Campus Visit 5** Theme: Draft of Final Master Plan Review, Present Refined Integrated Plan.
- j. Submit Phase Deliverables.

5. Phase 5 Documentation (Publication & Presentation)

- a. Prepare Final Master Plan.
- b. Prepare Draft of Master Plan Report Outline and Review.
- c. Develop Draft of Campus Master Plan Report.
- d. Submit Draft Report for Review.
- e. Prepare Final Documentation.
- f. Incorporate comments and finalize document.
- g. Submit Final Master Plan Document.
- h. **Campus Visit 6** Theme: Final Campus Master Plan Presentation.

The actual schedule will need to be determined once on site and all conditions have been reviewed but at this point the following milestone events have been assumed as follows:

Discovery Phase:	January 2019 through February 2019
Analysis and Options Phase:	March 2019 through April 2019
Preferred Option and Integration Phase:	May 2019 through June 2019
Documentation and Presentation Phase:	July 2019 through September 2019
Final Completion (Actual Date TBD):	September 2019

The following will be provided during the masterplanning process to develop the final approved Master Plan document:

- At the end of each phase, an electronic copy of the PowerPoint presentation used to summarize the phase will be submitted.
- For the submission of the draft Master Plan document, an electronic copy will be provided for review and comment.
- For the final Master Plan document, a PDF copy of the Plan will be provided for use on the University's website.

Based on the project parameters outlined above, we are proposing the following lump sum fee for Basic Services:

Hanbury Basic Services:	\$245,775
<u>Omni/Carman/CMTA Combined Basic Services:</u>	<u>\$79,225</u>
Total Basic Services:	\$325,000

Recommended Additional Services

We recommend including the following additional services. The goal with these two recommendations is to make sure the perception of the physical condition and utilization rate of each square foot of space on campus is

reasonable and accurate. This will directly affect the Masterplanning process covered under Basic Services, and it's critical the Masterplan is based on correct data.

- 6. Facility Assessment of Kentucky State University Buildings:** Detailed analysis of the condition of KSU facilities in terms of age, design, construction methods, materials, and general condition. This analysis would include assessments of the mechanical/electrical/plumbing and structural systems, as well as a simplified scoring system to characterize condition and the scope of deferred maintenance. This work would be started during Phase 1 of the Masterplanning process.

Facility Assessment Fee: \$30,000

- 7. Space Needs Assessment Services (SNA) / Space Utilization Report:** Based on classroom scheduling data provided by KSU, analyze existing classroom and lab utilization and identifies specific areas for improvement based on benchmark information and industry standards. This work would be started during Phase 1 of the Masterplanning process.

Space Needs Assessment Fee: \$59,250

Reimbursable Expenses

The following are the proposed reimbursable expenses for both Basic Services and Additional Services. This includes air fare, hotel, and car rental for Hanbury only.

Reimbursable Expenses for Basic Services: \$13,600

Reimbursable Expenses for Additional Services: \$6,115

Exclusions

Our proposed Basic and Additional Services fees do not include the services listed below. In the event any of these services or expenses are needed, we can be prepare a fee proposal accordingly.

- Site survey.
- Geotechnical investigations, borings, reports, etc.
- Costs associated with reactivating project if the project has been on hold due to Owner/User request.
- Building code review.
- Printing or binding of hard copies of the master plan documents.
- Digital animations.
- Field measurement of the existing buildings.
- Traffic reports

Total Fees Proposed

The grand total for both Basic Services, Additional Services, and reimbursable expenses is:

Basic Services:	\$325,000
Recommend Additional Services:	\$89,250
Reimbursables:	\$19,715
Total Fees Proposed:	\$433,965

We are excited to have been selected for this project, and we are eager to continue to provide superior service as we move forward!

We are happy to meet if you would like to go through the proposal in detail. Please contact me if you have questions or require additional information.

Sincerely,



Eric J. Zabilka AIA

Vice President | Principal | Architect



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019

SUBJECT: Approve Memorandum of Agreement with the Kentucky Council on Postsecondary Education

FROM: Office of Finance and Administration

ACTION ITEM: Yes

BACKGROUND: Currently, non-resident (out of state) students have a \$5,000 funding gap per semester after maximum Pell grants, subsidized and un-subsidized federal loans. While the University, on average, provides institutional scholarships for approximately half of this gap, it still leaves an out of pocket cost of approximately \$2,500 per semester. This funding gap often becomes significant in a student's second year and the many of the out of state students that do not return to Kentucky State University for their second year transfer to a less expensive school closer to their home.

Addressing this funding gap is essential to improving retention and graduation rates and increasing enrollment. The University has negotiated an agreement with the Kentucky Council on Postsecondary Education to allow Kentucky State University to significantly lower out of state tuition with the goals of increasing affordability, enrollment, retention, and graduation rates. This reduction will also increase progression for current out of state students that are at risk of leaving the University due to financial issues.

Attached is a Memorandum of Agreement between Kentucky State University and the Kentucky Council on Postsecondary Education to reduce non-resident tuition from \$9,500 per semester to \$5,775 per semester. As part of this agreement, the University agrees to provide students in the seven states contiguous to Kentucky, plus Michigan, with a \$1,500 scholarship per semester. This will result in a net tuition costs for these students of \$4,275, thereby eliminating the \$5,000 funding gap.

Also, any out of state student, not in a contiguous state or Michigan, that agrees to major in one of the high-demand workforce sectors, as identified by the Kentucky Education and Workforce Development Cabinet will be eligible for the \$1,500 per semester scholarship.



KENTUCKY STATE UNIVERSITY

Board of Regents

As an offset, the institutional aid budget for the University will be reduced significantly as the University moves toward “true cost pricing” as part of this agreement.

SUMMARY OF PROGRAMS/ACTIVITIES:

Out of State tuition will be reduced beginning with the Fall 2019 semester. Students under the four-year tuition guarantee (Thorobred Promise) will have their guarantee adjusted to reflect the lower tuition levels.

A marketing program will be launched to publicize the reduction in out of state tuition.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 1: Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

Goal 2: Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree Persistence, Career Readiness and Graduation Rates.

This initiative reduces financial barriers for students to graduate in four years, provides financial certainty to students and families, and will increase persistence and progression.

This initiative along with the Thorobred Promise Tuition Program, and a redesigned financial aid program, position the University well for recruiting and marketing.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: As approximately half of the current funding gap is covered with institutional scholarships (on average), the approximate cost to the University of this initiative is \$2,600 per out of state student. With a current enrollment of approximately 450 out of state students, the net revenue loss is projected to be approximately \$1,170,000. However, the student receivables that are expected to be declared bad debt each year have stabilized at approximately \$750,000. As a result of



KENTUCKY STATE UNIVERSITY

Board of Regents

This yields a true revenue loss of approximately \$670,000. With a new expected revenue level per student of \$6,000 per year, the University needs to recruit an additional 111 students to break even. The University's enrollment consultants believe that this tuition reduction could bring in three times that number, with additional growth over time.

As the performance funding model is primarily a volume based model, it is essential for the University to increase enrollment quickly. This initiative is a way to do that while maintaining a high achieving student body and providing a portion of that enrollment increase from the retention of existing students.

ATTACHMENTS: Memorandum of Agreement

RECOMMENDATION: Approve the proposed reduction in out of state tuition and Memorandum of Agreement with the Kentucky Council on Postsecondary Education.

Once approved by the Kentucky State University Board of Regents, the MOA will be presented to the CPE for approval at their April meeting. If approved by the CPE, the reduction in out of state tuition will become effective as of the date the MOA is signed.

MEMORANDUM OF UNDERSTANDING
between
KENTUCKY STATE UNIVERSITY
and
THE KENTUCKY COUNCIL ON POSTSECONDARY EDUCATION

This Memorandum of Understanding is made between Kentucky State University, located in Frankfort, Kentucky, and the Kentucky Council on Postsecondary Education, a governmental agency of the Commonwealth, with its address at 1024 Capital Center Drive, Suite 320, Frankfort, Kentucky 40601.

WITNESSETH:

WHEREAS, the Kentucky Council on Postsecondary Education (Council or CPE) is responsible for directing the Kentucky postsecondary education system reform;

WHEREAS, Kentucky State University has the highest percentage of Pell eligible students of any public comprehensive university in the Commonwealth;

WHEREAS, Kentucky State University has identified that the cost of education is the primary factor affecting retention, persistence, and graduation rates at the University;

WHEREAS, a strategic goal of both the Council and Kentucky State University is to implement policies that make an undergraduate education affordable and accessible to all students;

WHEREAS, pursuant to KRS 164.020(8)(a) the Council is responsible for determining tuition at all public postsecondary institutions in Kentucky; and

NOW, THEREFORE, the Council and Kentucky State University do enter into this Agreement for the purpose and period specified below.

SECTION ONE: TERMS OF THE AGREEMENT

1. The Council agrees that Kentucky State University may set undergraduate tuition rates for non-resident students at 150% of the rate established by the University for resident students.
2. Kentucky State University agrees that students from the seven states that surround Kentucky, plus the state of Michigan, that meet academic requirements for admission established by the University, shall receive a minimum tuition scholarship of \$1,500 per semester.
3. Kentucky State University agrees that students from all other states, that meet academic requirements for admission established by the University, shall receive a minimum tuition scholarship of \$1,500 per semester if they agree to major in high demand workforce sectors as identified by the Kentucky Education and Workforce Development Cabinet.
4. Kentucky State University does not currently meet the CPE requirement that net tuition and fee revenue from out-of-state students is at least equal to the direct cost of instruction and student services per student. The changes outlined in this memorandum of understanding are expected

to result in enrollment growth sufficient to bring the University into compliance with the Council's direct cost coverage requirement. Kentucky State University agrees to report to the council annually progress toward meeting this requirement.

5. Kentucky State University agrees to report to the council annually of the results of this agreement. This report shall include specific effects on enrollment, retention, persistence and graduation.

SECTION TWO: LENGTH OF THE AGREEMENT

Upon approval by the Council, this agreement is effective beginning May 1, 2019, and shall renew annually upon mutual consent of the parties.

APPROVED:

Aaron Thompson
President
Kentucky Council on Postsecondary Education

Date

M. Christopher Brown II
President
Kentucky State University

Date

Travis Powell
General Counsel
Council on Postsecondary Education

Date

Attorney (optional)
Kentucky State University

Date



KENTUCKY STATE UNIVERSITY

Board of Regents

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: Providing quality educational course materials is essential for the growth, development, and success of our students.

FISCAL IMPLICATIONS: N/A at this time.

ATTACHMENTS: N/A

RECOMMENDATION: Approve Public Private Partnership Provider.



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Approve Sextant Contract Increase
FROM: Office of Finance and Administration
ACTION ITEM: Yes

BACKGROUND: On December 2, 2018, the Kentucky State University Board of Regents approved a contract with Sextant Marketing to take over processing operations for new students for admissions and financial aid. The contract has been executed and Sextant began operating a call center in January.

This first contract approved by the board was for ongoing operations and processing of applications for the fall based on leads provided by Kentucky State University staff. While we anticipate continuing our lead generation through traditional channels with admissions staff, there is a need for a recruitment and search effort to build larger incoming classes in the 2020 and 2021 academic years. Sextant Marketing is able to structure and develop a recruitment and search effort for the university. The attached statement of work was developed with a goal of adding 500 students in each of the next two years. It assumes a purchase of 50,000 names from within Kentucky and other geographic areas where the University has had success in recruiting. Sextant will develop marketing materials and a communication plan, submit this plan to Brand Identity for approval, and then begin contacting current high school juniors and seniors this summer. Based on past experience, the projected yield is 1%.

Sextant's pricing is based on \$5 per name to purchase the name, and manage all communication with the potential student through application. Once a student applies, they will fall under the existing Sextant contract for processing.

The board also approved the contract for TargetX at the December 2nd meeting. Initial project planning is underway, but there is a need for more specific knowledge and experience in implementing a CRM. The statement of work from Sextant also includes a proposal to manage the implementation of the CRM and assist staff with the development of all marketing materials and system configuration. The cost for this service is a one-time charge of \$100,000.

and their parents, both domestic and international.

- a. The Contractor will advise the University on appropriate list usage, targeting parameters and criteria, and optimal deployment timeframes. Contact quantities are to be determined prior to the academic year involved after deployment timeframes are reassessed and confirmed. Timeliness to market following list releases by search sources is critical.

Targeting strategy will provide consideration for the following:

- 1) Maximization of market penetration
- 2) Identification of new market opportunities
- 3) Minimization of waste in search geotargeting by monitoring yield outcomes and adjusting list buys as needed
- 4) Optimization of targeting, including:
 - Net tuition revenue
 - ROI
 - Academic profile
 - Geographic diversity, both in-state and out-of-state

SEARCH PARAMATERS & REQUIREMENTS

Primary

- Build a collaborative strategy for name buying
- Timely and effective list purchasing
- High school Sophomore-Junior search to generate inquiries
- High school Senior search to generate inquiries and build applications
- Creation of search campaigns using email and print
- Production of search print pieces and email communication plan
- Create, design, write copy for all print and email communications
- Mobile-ready search campaigns (smartphones, tablets)
- Fulfillment for search and responder pieces
- Preparing pieces for mailing
- Completing the direct mail from mail house to student
- Campaigns intended to produce effective results of responders
- Data management including sending and receiving search name files and responders
- Reporting and analysis of campaign and results

Secondary

- Digital strategies
- Predictive modeling

SEARCH MAXIMIZATION

Develop a statistical predictive model to identify and generate inquirers with a high propensity to apply and eventually enroll at the University. The model should include a specific model for primary, secondary, tertiary and developing markets, as well as assist in identifying developing markets.

Page 65 of 125

- a. Collecting and analyzing University and demographic data necessary to build the predictive

model(s)

- b. Scoring of purchased names as well as high schools in key markets
- c. Purchase of student names in continuous cycles – Sophomore / Junior buys; Senior search buys
- d. Identify markets with high propensity to yield inquirers and applications

IMPLEMENTATION OF SEARCH AND FULFILLMENT CAMPAIGNS

Deployment of creative services campaign and fulfillment based on the above Section 2.1 via the following. Services listed as “optional” are desirable and will be considered into the overall evaluation but are not requirements. Services listed as “required” will be offered by the Contractor to be compliant with this RFP.

- a. Print and Mail Outreach – required to be offered
- b. E-mail Campaign – required to be offered
- c. Text Messaging – required to be offered
- d. Reporting and analyses on search campaign and fulfillment – required to be offered
- e. Tele-Search – optional
- f. Personalization and Digital Integration – optional
- g. Bilingual Outreach - optional

Campaign Structure:

Client wishes to have a step-by-step onboarding and enrollment guidance based upon steps specific to Client that is uniquely designed for the type of student Client is designed to best serve. Client wishes to have an onboarding system that maximizes yield that includes automated alerts, notifications and reminders send to students who have been accepted but are not enrolled.

- 1) Contractor will produce and provide, as appropriate, integrated multimedia direct mail, email campaigns and mobile-optimized web response sites that optimize student and parent engagement, while effectively communicating the University’s brand identity and key marketing messages. Preferably, the search campaigns will include, but not be limited to, interactive web response options, digital advertising, social media and text messaging components as well. Outbound initial marketing and any resulting direct mail and electronic fulfillment to responders are critical components of the University’s marketing program, and may be personalized, timely, and effectively delivered to maximize interest and engagement.
- 2) Contractor will possess the ability to collect parent contact information (including, but not limited to, the parent’s email address) for the majority of Search responders, and then appropriately capitalize on the parent data collection. Campaigns targeted to parents will be deployed when parent contact information is available.
- 3) Contractor will provide insights and reporting into the effectiveness of the program and recommended strategies at the point of initial response and engagement through to enrollment.
- 4) Contractor will dedicate a project team to this effort on behalf of and in partnership with the Office of Undergraduate Admissions (B.R.E.D.S.)

Strategic and Creative Services:

- 1) Contractor will provide the following strategic services: target market identification, list source and timing recommendations, and list order placement services. (List sources should include, but are not limited to: CBSS, NRCCUA, PSAT, SAT, ACT EOS (NOTE: The University will retain “alpha user” access to CollegeBoard data and will grant Contractor vendor access to the Client account so Contractor can build orders on behalf of

Client. Client will place the orders as soon as the names are ready for download. Names will be delivered directly to Contractor.)

2) Prior to purchasing lists on behalf of the University, Contractor will provide analysis and a written report of the relative strength of all geo-markets recommended for targeting based upon response rate trends, changing marketplace factors, etc.

3) Contractor will provide the following creative services: copywriting, graphic design and web design.

4) Contractor will develop persistent (preferably continuous), multichannel marketing campaigns, including personalized direct mail, email and interactive web response sites for students and parents. Web response sites will be optimized for mobile media (smartphones and tablets) based on browser identification.

5) Communications should be tailored to specific audiences as the Contractor recommends where appropriate. Contractor will outline this recommendation for the University and receive authorization to implement strategy.

6) All creative services will reflect the University's brand identity and meet with the University's approval prior to each campaign launch. The Contractor will work closely with marketing staff at the University to ensure brand and message compliance. Admissions retains the right to approve all creative and will see proofs at least one month in advance of deadlines. It expects to partner with the Contractor in creative production by providing message point and graphic design suggestions, and copywriting and/or copy editing for any media channel deployed.

7) Client agrees that testing of new strategies is desirable for ongoing refinement. Strategic direction and continuous testing of marketing campaign elements will be provided by the Contractor.

Production Services:

1) Contractor will provide, as appropriate, complete online production and deployment – including personalized email production, transmission, list synchronization and response tracking.

2) Letters and response forms will be personalized, and messages will be targeted by segment. The student's name, home address, high school, indicated academic interests and first-source coding will be considered as part of this personalization.

3) Students will be able to respond by mail or online, and the Contractor will be able to differentiate methodology of each student's response and be able to provide that data to the Office of Undergraduate Admissions. Client considers someone a responder when the paper reply form is received in the mail for fulfillment processing, or when the student progresses to the web response site on his or her mobile or desktop device after a successful user authentication.

4) Personalized online web response/inquiry forms will be designed, developed, securely hosted and maintained by the Contractor.

5) Contractor will, as appropriate, provide coordination of a mail campaign that would include complete production, including printing, laser personalization, mailing for maximum USPS discounts and quality control.

Data Services:

Consultant will provide reports based upon the Client's key performance indicators and strategic plan.

Consultant will assist Client to develop and implement a data strategy that can ensure administration can make data informed decision with respect to scheduling courses, deploying resources, and evaluating strategies. Coupled with the data and data strategy, Client seeks consulting to assist advisors, faculty, staff, and administrators with consulting that enhances their comfort with data and their effectiveness in leveraging data.

1) Contractor will receive and clean up mailing lists and remove duplicate names from multiple sources (including Client's inquiry and applicant files).

2) Contractor will supply responder and non-responder data when the Client requests it. This can include a subset of the purchased names or all the purchased names for any given launch.

Results Monitoring, Analysis and Adaptation

Client requires the development and delivery of analytical reports that demonstrate effectiveness of direct marketing efforts as well as real-time campaign reporting that can be accessed by the University at any time. Additionally, Client requires the measurement and analysis of the institution's return-on-investment.

1) Contractor will provide real-time market analysis throughout each campaign in order to make recommendations to improve results. Will provide both routine and ad hoc reporting as Admissions requests.

2) Contractor will provide detailed response analysis, which will include list source, geography, academic level, etc., with recommendations for changes.

3) Contractor will be willing to adapt and adjust campaigns, add new campaigns and/or deploy the latest tools mid-cycle in order to meet the University's goals.

4) Contractor will also provide ongoing analysis and recommendations for improvement – based on the University's results, the Contractor's client base results, and national research findings.

PROJECT 2

CONSULTING SUPPORT KENTUCKY STATE UNIVERSITY PROJECT MANAGEMENT FOR CRM IMPLEMENTATION

SCOPE OF WORK/ SPECIFICATIONS

Kentucky State University (Client) has recently contracted with TargetX to implement the TargetX CRM solution suite as the system of record in support of the new student application and enrollment process. Contractor has already been engaged by Client on a separate project to provide outsourced call center support for new student applications and the enrollment process. Client has requested Contractor's assistance in providing additional project oversight on the TargetX implementation in order to ensure system alignment with the enrollment processes and Contractor

responsibilities. It is understood that time is of the essence and Client has requested Contractor support to assist with keeping to the project timelines.

PROPOSAL: Contractor proposes to provide project management support to assist Client in overseeing the implementation by Client's Admissions, Marketing and Financial Aid departments as well as CRM Vendor (TargetX) as related to: Development of CRM architecture, customer experience planning and design and other services to assist Client in developing an overall plan to implement TargetX (CRM) in support of prospective and new student enrollment for residential undergraduate programs.

The Contractor's project team will work with Client's stakeholders and TargetX through a series of workshops, planning sessions and other activities to identify business processes to support both the new student and Client agent experiences as well as any necessary contact center system integrations.

It is understood that this Statement of Work Is a part of a larger overall initiative potentially involving other departments such as Financial Aid, Bursars Office, Marketing and First Year Student Experience, that is overseen by Client and TargetX. The full suite of products licensed by Client are listed below in section entitled TARGETX CRM SUITE OF SERVICES. To ensure project continuity, Contractor and Client will conduct a bi-weekly stake-holder and Initiative leadership meeting. This will be a collaborative project. Contractor will be responsible for some project tasks, such as system architecture and design. In other cases, Contractor will help guide the business process discussions with the Client project team, but the Client will always be responsible for the final decision on actual processes. The purpose of this meeting is to coordinate and synchronize elements of the overall Initiative amongst the various sub-teams involved.

The scope of the planning sessions will focus on the following business processes and systems.

1. CRM Application Architecture/Database Design

- a. Deliver schema of entities and objects needed in CRM that map to the Client Admissions process.
- b. High-level business process design for tracking students, enrollments and activities. Business process recommendations will be depicted in flow diagrams.

2. Plan CRM and Contact Center Integrations.

- a. Develop User Stories for Agents, Team Leads and Managers for Admissions and Financial Aid processes.
 - b. Define Agent Scripts for inbound/outbound voice.
 - c. Review Agent Desktop requirements for Screen Pop.
4. Lead Routing. Evaluate lead Routing and Assignment process in TargetX, design a lead management process in CRM, and create a plan to build this into the CRM.
5. Integration Planning. Review the Integrations with the following systems and develop a recommended Integration strategy.

- a. Banner
- b. Call Center telephony systems

6. Student Experience Mapping

- a. Student Persona Definition. Personas will be developed to represent the primary users and reflect the demographics, psychographics, other experiential goals and expectations. One (1) persona will be developed for In-State Students and one (1) persona will be developed for Out-of-State students.
- b. Student User Story definition and prioritization. User stories will be developed to represent the tasks and benefits student users expect or want from their experience with Client. These user stories will be developed collaboratively with Client project stakeholders. This can include 1 or 2, 4-hour workshops with a set of actual students. (Client will be responsible for identifying and recruiting workshop participants).
- c. Cross-channel Student Experience Map. Based on the Student User Personas and User Stories, Contractor will develop experience maps for 2-3 primary user stories (web, voice, SMS, chat and email

channels). The experience maps will summarize the student journey as well as any summary recommendations for Improving that experience.

8. Roll-out Plan/ Release Candidates. Create a high-level phased rollout plan that will include a project plan and cost estimate.
 - a. Core CRM Implementation
 - b. Integration with the Contractor systems
 - d. Lead Routing replacement
9. Data Migration Planning. Help Client develop data migration and change management plan based on the rollout plan

PREFERRED PROJECT APPROACH: Contractor and Client will look to leverage basic tenants of the Scrum framework to work through the project activity backlog Items In an agile and iterative fashion. This will allow the Contractor and Client teams to move quickly, progressively demonstrate what has been accomplished and allow the two teams to collaborate and adjust priorities throughout the engagement. Throughout the engagement, Contractor will work with Client to Identify priorities among these backlog Items and focus our planning efforts on the highest priority Items first working our way through the backlog as the schedule and budget allows.

The project team should consist of a Project Consultant and an Architecture and Design Team Lead who will work with the Client Product Owner (as identified by the client) and TargetX. The Project Consultant is responsible for assisting Client to organize the project and remove impediments to team progress. The Architecture and Design Team Lead will have responsibility for project planning and design and is empowered to manage the work. The Product Owner is the primary client contact and is actively involved in working with the Project Consultant to help prioritize and manage the overall deliverable as agreed in the Project Timetable. Ongoing project management may include sprint planning meetings, dally scrum calls at various and appropriate times throughout the project, sprint review meetings to review deliverables and weekly status/ financial reports and status calls, as necessary.

The Project will be organized in the following seven (7) sections. It is understood that some work associated with these sprints will happen in parallel (and not in a strictly linear fashion).

1. Kick-off and Business Context Review
2. Online Application design
3. Student Experience Design
4. Client Business User Experience and Existing System Architecture
5. CRM System Architecture and Design\ Final planning
6. Call Center Integration and lead Routing
7. Agent and Other Client User Training
8. Ongoing Support and System Refinement

TARGETX CRM SUITE OF SERVICES

It is understood that Kentucky State has licensed the following Suite of Services and intends to deploy them over-time in support of the admissions process:

- Forms
- Events
- Communications
- Prospect Scoring
- Group Assignments
- UChat
- Geopointe
- Online Application

- Application Requirements Manager
- Application Review Tool
- Applicant Dashboard
- Portal
- Schools App

PROJECT TIMELINE: Client's business is highly seasonal and the majority off enrollments take place from January to July for the Fall start (August). Client desires to bring the TargetX CRM project online as quickly as possible with the goal of helping improve the overall student experience and achievement of Client's enrollment goals. The timely implementation of the CRM is the responsibility of Client and TargetX and Sextant's role is to provide oversight and management. We anticipate the project timelines to be as follows:

Sections 1-6: February 2019 – June 2019

Section 7: June 2019

Section 8: June 2019 – December 2019

Compliance Terms:

Regulatory Compliance

Contractor adheres to FERPA requirements governing the use and redisclosure of personally identifiable information from education records on behalf of the institutions it services. 34 C.F.R. 99.31(a)(1)(i)(B). Contractor also abides by all FTC, TCPA, and HIPA compliance regulations as required.

As per DE regulatory requirements outlined in 34 C.F.R. 668.25(c), Contractor agrees to comply with all statutory and regulatory provisions applicable to the Title IV functions outlined in this agreement. Contractor will also abide by any special arrangements, agreements, limitations, suspensions, and terminations that apply to the institution under Title IV of the HEA. This includes the requirements to use any funds that Contractor administers under any Title IV, HEA program and any interest or other earnings solely for the purpose of that program. 34 C.F.R. 668.25(c)(1).

Contractor also agrees to refer to the Office of Inspector General (OIG) of the Department any information indicating there is reasonable cause to believe that the institution or an applicant for Title IV, HEAD funds, might have engaged in fraud or other criminal misconduct. (34 C.F.R 68.25 (c)(2)). Contractor also agrees to be jointly and severally liable with the institution for any violation of Title IV, HEA requirements resulting from the functions performed by Contractor (34 C.F.R. 668.25(c)(3). Contractor also agrees to return to the institution all records and Title IV funds (if applicable) to the institution pertaining to the institution's participation in the program or programs if Contractor and/or the institution terminates the contract, if Contractor stops providing services for the administration of a Title IV program, or if Contractor files a petition under the Bankruptcy code (34 C.F.R. 668.25 (c)(5).

Representations and Warranties:

Contractor represents and warrants that it shall use good faith in performing the Services. Contractor disclaims and otherwise excludes any and all other representations and warranties with respect to the Services, express or implied, including but not limited to those relating to or based on (a) the accuracy or completeness of the Do-Not-Call Lists made available to or otherwise obtained by

Provider or (b) Provider's right of access to the FTC's Do-Not-Call list.

Client represents and warrants that it shall use good faith in performing its responsibilities under this Agreement and that Client will provide Contractor with customer lists that will be in compliance with applicable law, including but not limited to Do-Not-Call laws enacted by the States, the charitable solicitation and telemarketing laws enacted by the States, the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder by the Federal Communications Commission, and the Telemarketing Consumer Fraud and Abuse Prevention Act and the rules and regulations promulgated thereunder by the FTC (collectively, TCPA and/or DNC). With all lists provided by Client, Client will identify each customer who has consented to allow Client contact via automated technology, to include text messaging, pursuant to applicable laws. For the avoidance of doubt, Contractor will assume any names where Client has not clearly notated as having consented to TCPA and/or DNC contact approvals will be subject to TCPA and /or DNC regulations and treated appropriately and in compliance with applicable laws.

Pursuant to the Federal Telephone Consumer Protection Act ("TCPA") and numerous similar state laws, express consent of the consumer must be received before any call may be made to the consumer's cell phone using "equipment which has the capacity to store or produce telephone numbers to be called, using a random or sequential number generator, and to dial such numbers." Text messages currently are considered by the Federal Communications Commission ("FCC") as a "call" that may be subject to the TCPA. Client represents and warrants to Sextant that all individuals included in the Customer List provided by Client to Sextant have consented to receive automated messages, including text messages, from Client for purposes that include lead qualification and activation. Client acknowledges and agrees that it is solely responsible for ensuring that consent from all such individuals has been obtained. All text message invitations to engage must include a clear identification within such message that Client is the source or originating entity of the invitation to engage to enable the text recipient to determine that Client was responsible for the message.

Indemnification by Client. Client shall indemnify and hold Contractor and its stockholders, officers, directors, employees and agents harmless from and against any and all claims, losses, damages and liabilities (including reasonable attorney's fees and fines or forfeitures imposed by any governmental agency) arising out of or resulting from Client's breach of its representations and warranties under this Agreement.

Payment Terms:

These terms represent the current understanding of the project. If change requests occur that increase the scope of the project, pricing modifications may be required and agreed to in writing by both parties. E-Mail is acceptable form of communication in these instances.

- a) **Fees:** The Client agrees to pay Consultant according to the following fee schedule:

2019 Fall Search Recruitment & Fulfillment

Campaigns	Quantity	Total
Fall 2019 New Student Search Campaign Purchase the name and manage all communication with the potential student through application. Client will pay for names and printing directly to vendors at time of purchase of service	Up to 50,000 names	\$250,000

CRM Project Management Consulting

Resource	Hours/month	Tl Months	Rate	Fee
Project Consultant	20	6	\$185	\$22,200
A&D Team Lead	45	12	\$135	\$72,900
Travel Allocation				\$8,000
Total				\$103,100

- b) **Payments:**

- a. All Invoices shall be sent electronically to Client either to Kentucky State University, Purchasing Department, 400 East Main Street, Academic Services Building, Suite 423, Frankfort, KY 4060, or as directed from time to time by client.
- b. Payments shall be made out to Sextant Marketing, LLC and mailed to 28 Dolphin Dr., Suite 501A, Treasure Island, FL 33706, or by ACH Transfer as agreed between Client and Contractor.
- c) **Late Payment Fee.** Client will pay Contractor a late payment fee equal to the lesser of one and one-half percent (1.5%) per month (prorated daily) of any amount not paid within fifteen (15) days of the due date, or the highest amount allowed by applicable state law. However, with respect to amounts not paid by Client based on a bona fide dispute, Client and Contractor agree that a late payment fee will accrue on the unpaid and disputed amount, but that Client will only be liable for the late payment fee if the dispute is

resolved in favor of Contractor.

For Consultant,

For Client,

Name and Signature of Contractor

Signature of Client

Name: _____ Date: _____

Name: _____ Date: _____



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Authorization to Sign Bank of America Financing Agreement
FROM: Office of Finance and Administration
ACTION ITEM: Yes

BACKGROUND: On June 7, 2018 the Kentucky State University Board of Regents approved for the University to begin an Energy Savings Performance Contract.

The Finance and Administration Cabinet has recommended that the University initiate a guaranteed energy performance management contract. These types of contracts improve energy efficiency by replacing outdated systems with more modern, efficient systems. Typical improvements are lighting, HVAC, boiler systems, building control systems, and in some cases windows.

Improvements are funded through the utility savings generated by the improvements. The contract is guaranteed to be funded through savings and there is no net ongoing cost to the University.

The project has now proceeded to the design phase and a close estimate of project scope will be available at the board meeting. Representatives from CMTA, the company chosen to manage the project and the Kentucky Finance and Administration Cabinet will present the project and describe the financing and construction process.

SUMMARY OF PROGRAMS/ACTIVITIES: The original proposed schedule is below, the project is on schedule:

Mid-June – Release RFP

Late June – Walkthrough with potential vendors.

Mid July – Oral presentations from vendors – Select vendor.

Early August – Begin energy and facility audit.



KENTUCKY STATE UNIVERSITY

Board of Regents

August 2018 through May 2019 – Design phase.

May 2019 – Contract awarded. Begin construction. Construction phase lasts 12 to 18 months.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3: Increase the University's Financial Strength and Operational Efficiency.

Lowering energy costs and improving the campus infrastructure will improve overall operating efficiency. Updated building systems will reduce disruptions to campus operations from system failures.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS:

The Finance and Administration Cabinet approves the construction contracts under an Energy Savings Performance Project and the University approves the financing agreement. While the final design will not be complete until early May, the project must be under a financing agreement by early June to take advantage of favorable interest rates.

ATTACHMENTS: N/A

RECOMMENDATION: Delegate final approval of the financing agreement for the Energy Performance Savings Contract to the Board Chairperson. Final contract execution is expected late May or early June 2019.



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: 2019 Spring Enrollment Data
FROM: Office of Finance and Administration
ACTION ITEM: No

BACKGROUND:

2019 Spring Enrollment Data – Enrollment remains above 2100, consistent with the prior two (2) springs, sitting at 2,183. This is an increase of 22.6% above fall but a decrease of 9.3% below last spring. We calculated the full-time equivalent (FTE) using a simple formula, Full-Time + (Part-Time ÷ 3) = FTE. IPEDS calculates FTE using a different formula based on credit hours. However, since KSU's tuition is fixed for full-time students between 12-18 hours, we thought this simple calculation might have more explanatory power. The FTE for Fall 2018 was 1347 versus 1388 for Spring 2019. This is an increase of 41 students FTE caused largely by an increase in high school students with part-time status.

SUMMARY OF PROGRAMS/ACTIVITIES: N/A

ALIGNMENT WITH STRATEGIC GOALS: N/A

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: Information Item - 2019 Spring Enrollment Data

RECOMMENDATION: N/A

ENROLLMENT

Spring 2019 Preliminary Enrollment

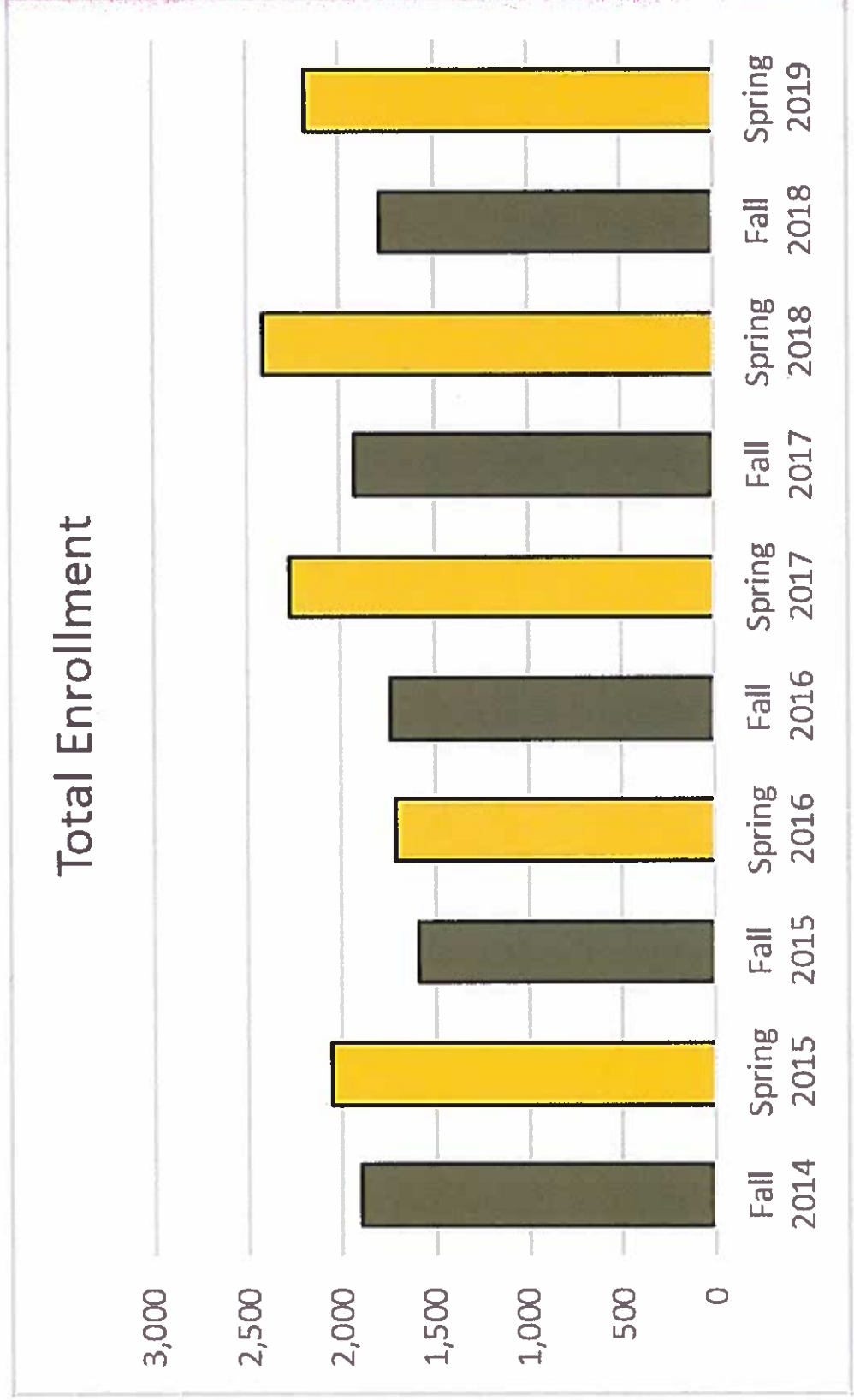
(Numbers may still be changed)

	Full-Time	Part-Time	Total
Undergraduate	926	179	1,105
High School	19	950	969
Graduate	45	64	109
Total Enrollment	990	1,193	2,183

	Female	Male	No A
American Indian	2	3	
Asian	14	8	
Black, Non Hispanic	440	370	
Hawaiian/ Pacific	1	1	
Hispanic	39	21	
Nonresident Alien	6	11	
Two or more races	27	19	
Unknown	587	340	
White, Non Hispanic	162	86	
Total Enrollment	1,278	859	

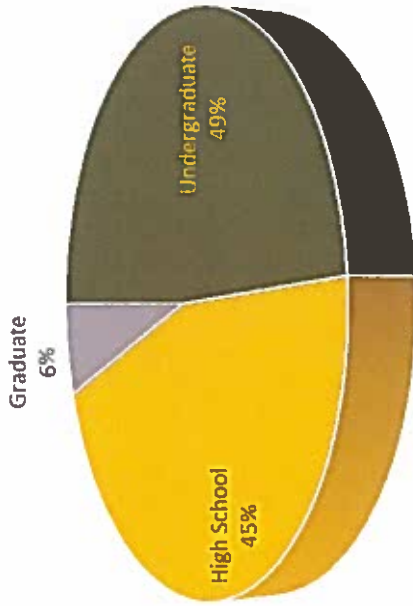
Residency	Total
In-State	1,724
Out-of-State	450
Undeclared	9
Total Enrollment	2,183

Enrollment Trend

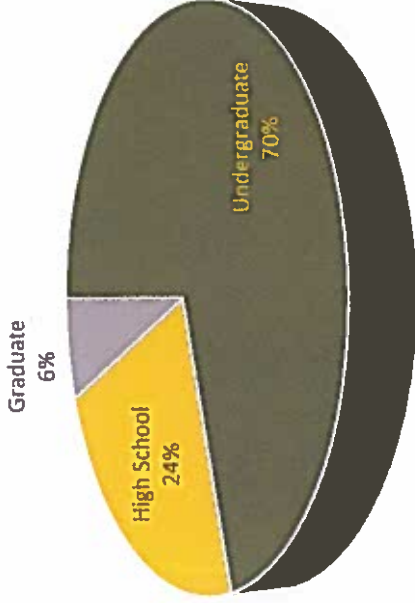


Enrollment by Level

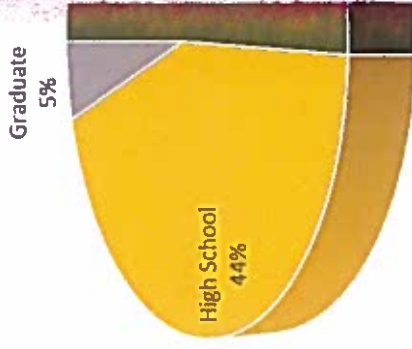
Spring 2018



Fall 2018



Spring 2019



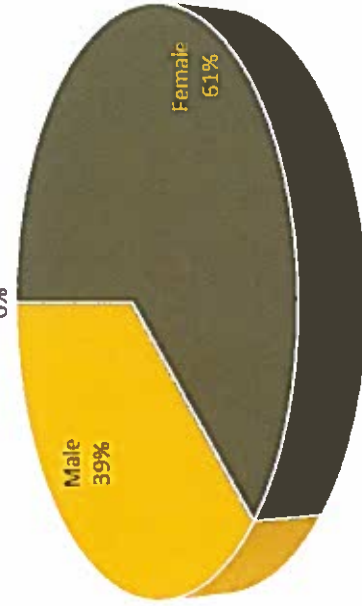
Enrollment by Gender

Spring 2018

No Answer
0%

Male
39%

Female
61%

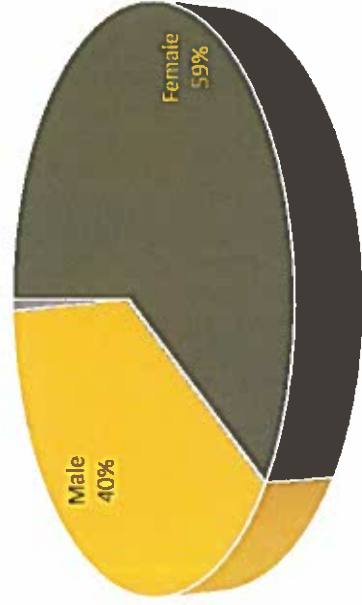


Fall 2018

No Answer
1%

Male
40%

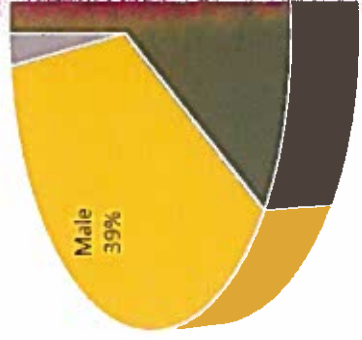
Female
59%



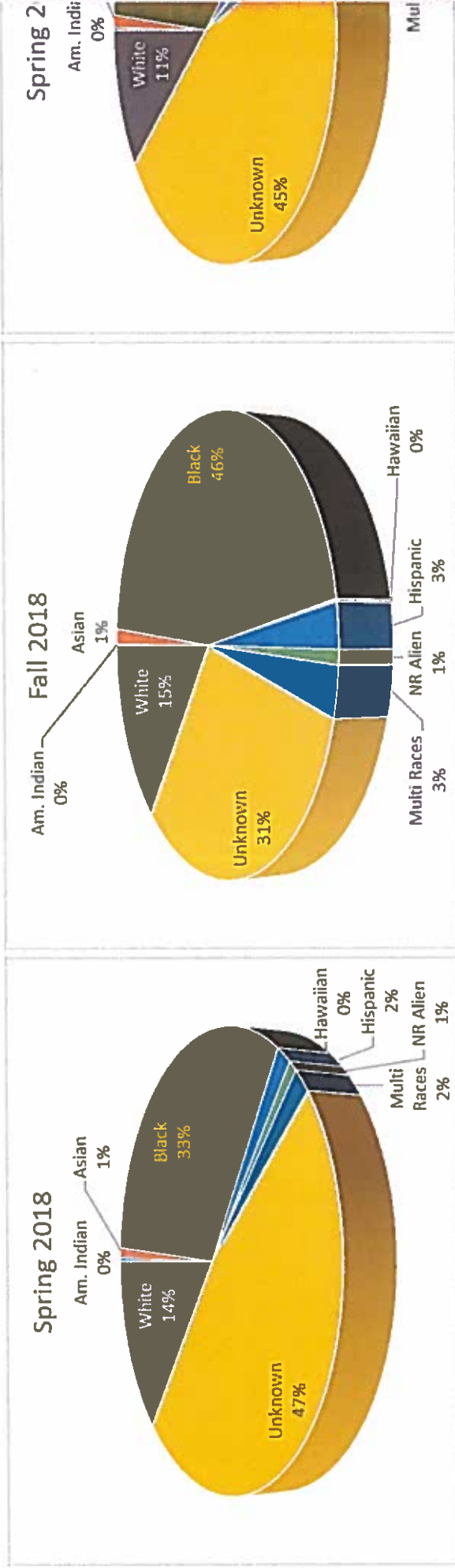
Spring 2

No Answer
2%

Male
39%

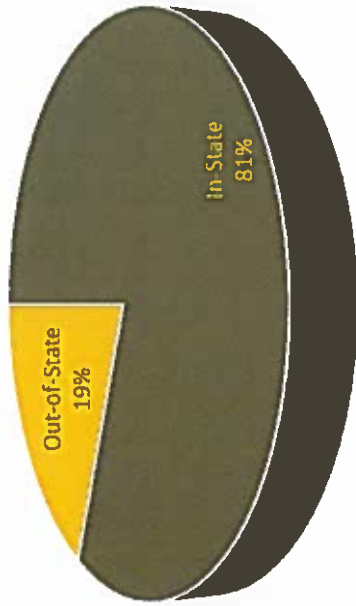


Enrollment by Race

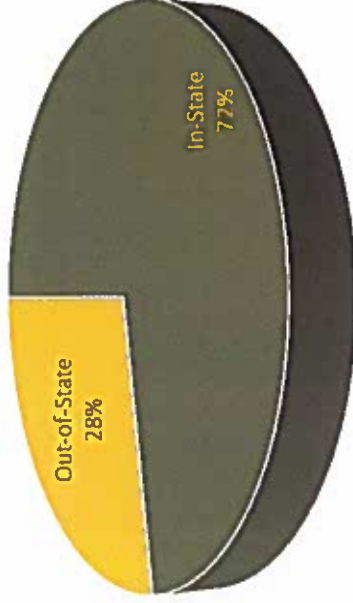


Enrollment by Residency

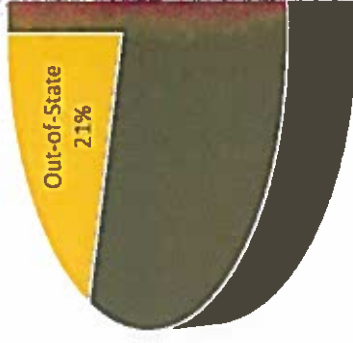
Spring 2018



Fall 2018

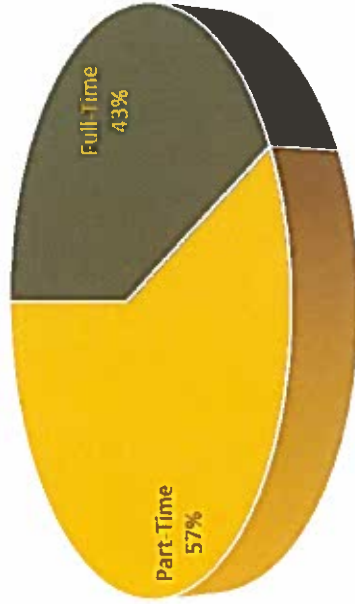


Spring 2

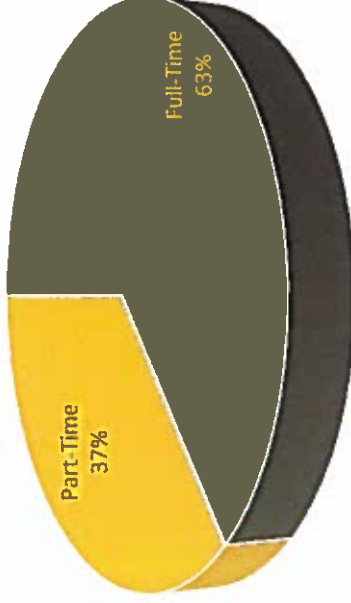


Enrollment by Status

Spring 2018



Fall 2018



Spring 2





KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Audit Findings Corrective Action Plan
FROM: Finance and Administration
ACTION ITEM: No

BACKGROUND: As part of our June 30, 2018 audit the external auditors identified eight findings of which the University provided the view of responsible officials and planned corrective actions.

SUMMARY OF PROGRAMS/ACTIVITIES: N/A

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3: Increase the University's Financial Strength and Operational Efficiency

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENT: N/A

RECOMMENDATION: N/A



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Quarterly Budget Update
FROM: Office of Finance and Administration
ACTION ITEM: No

BACKGROUND: The Board of Regents approved the FY2019 budget on June 6, 2018.

SUMMARY OF PROGRAMS/ACTIVITIES:

Educational and operational functions are identified by functional classifications that include Instruction, Research, Public Service, Academic Support, Student Services, Institutional Support, Operations of Facilities, and Auxiliaries.

ALIGNMENT WITH STRATEGIC GOALS:

Goal [1] Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

Goal [2] Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree Persistence, Career Readiness and Graduation Rates.

Goal [3] Increase the University's Financial Strength and Operational Efficiency.

Goal [4] Enhance the Impact of External Relations and Development.

Goal [5] Obtain Maximum Institutional Effectiveness through the Implementation of a Continuous Quality Improvement Process framed within the seven Baldrige Performance Excellence in Education criteria.

COMMITTEE/PROGRAM ACTION: Not Applicable

PROGRAM IMPLICATIONS: Not Applicable

FISCAL IMPLICATIONS: The University is operating within the approved budget.



KENTUCKY STATE UNIVERSITY

Board of Regents

ATTACHMENTS: As of January 31, 2019 Budget to Actual Report

RECOMMENDATION: Information Only

	FY2018-19 Approved Budget	Actual as of 1/31/2019	Percent
REVENUES			
State Appropriation	\$25,459,000	\$20,367,200	
Tuition and Mandatory Fees	15,960,000	12,281,867	
Auxiliary Enterprises	4,500,000	4,201,281	
Other Non-Operating Revenues	1,065,000	705,209	
Fund Balance	-	-	
TOTAL REVENUES	\$46,984,000	\$37,555,556	80%
EXPENDITURES			
Personnel	\$19,146,988	\$12,023,221	
Fringe Benefits	6,642,688	4,221,168	
Operating Expenses	21,194,324	11,243,630	
TOTAL EXPENDITURES	\$46,984,000	\$27,488,018	59%



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Quarterly Review of Campus Facilities and Priorities
FROM: Finance and Administration
ACTION ITEM: No

BACKGROUND: Attached is the Quarterly Facilities Report.

SUMMARY OF PROGRAMS/ACTIVITIES: N/A

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3: Increase the University's Financial Strength and Operational Efficiency.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS:

Quarterly Facilities Report.

RECOMMENDATION: Information Only

Kentucky State University

Finance and Administration

FACILITIES PROJECT UPDATES

March 7, 2019

State Funded Projects

- **Repair Boilers and Aging Distribution Lines** – State Account Number – C756
Scope of Work – Replace coal fired boilers with natural gas boilers and replace distribution lines.
Appropriation - \$10,400,000; Project cost to date - \$10,300,000.
Project complete – under warranty. Remaining project funds will be used by Division of Engineering and Contract Administration to address HVAC issues on campus and to demolish smokestack.

Federally Funded Projects

- **Renovate Atwood Agricultural Research Building** – State Account Number C751
Scope of Work – Total renovation of building to create modern spaces for research, teaching and extension for land grant program.
Federally approved project cost - \$7,428,393.
Initial design completed by OMNI Architects. RFP for initial demolition has been awarded.
Estimated completion date – October 2019
- **Renovate Hunter Hall** – State Account Number - C8XM
Scope of Work – Total renovation of building to create modern spaces for research, teaching and extension for land grant program.
Federally approved project cost - \$2,296,476 (Board approval of scope increase requested at September 6, 2018 meeting).
Project is in design phase, Bernie Engleman with the Division of Engineering and Contract Administration has been assigned as project manager.
Estimated completion date – December 2019
- **Site Work for Bell Tower** – State Account – C96U
Scope of Work – Site work wiring and foundation to erect the bell tower. Approved budget - \$500,000. Current budget estimates are well below approved amount. Under \$100,000 for site work at this time.
Estimate completion date – March 2019

University Funded Projects

- **Mold Remediation and Mechanical Renovation – The Halls** – State Account Number – C8XN
Scope of Work – Remediate mold throughout the building and repair mechanical systems. Approved project budget - \$2,100,000; Expended to date - \$45,000.
Mold remediation complete – July 2018. Project bid January 2019. Contract awarded to Lusk Mechanical. Project Completion -5%.
Estimated completion date – June 2019
- **Develop Campus Master Plan** – State Account - C913
Scope of Work – Develop campus master plan. Approved budget - \$325,000.
OMNI selected as architect selected.
Estimated completion date – May 2019
- **Design Study for Shauntee Hall** – State Account – C914
Scope of Work – Develop cost estimate and initial design to convert Shauntee Hall to Nursing Education facility. Approved budget - \$30,000.
In Phase A design. Considering McCullin Hall as well as a possible location. Cost estimate and design will compare the two possible locations.
Revised estimated completion date for design – April 2019
- **Campus Roof Evaluation and Repair** – State Account – C915
Scope of Work – Evaluate issues and develop repair estimates for campus buildings with roof problems. Evaluate alternative designs. Approved Budget - \$50,000
Ross Tarrant selected as architect, design underway.
Estimated completion date – March 2019
- **Emergency Generator Replacement** – State Account – C916
Scope of Work – Replace and reposition emergency generator. Approved budget - \$300,000.
Project in phase A design.
Estimated completion date – March 2019
- **Install Signage and Lighting on Pedway** – State Account – C95V
Scope of Work – Design and install signage and lighting on the pedway that crosses US 60. Approved budget - \$80,000.
Project in phase A design.
Estimated completion date – April 2019
- **Energy Performance Savings Contract** – State Account – N/A
Scope of Work – Develop project to reduce energy costs and improve efficiency. Project is funded from guaranteed savings.

CMTA selected as contractor. CMTA has completed energy audit. Project in design.
Estimated completion date – December 2020

- **Replace Exterior Stairs – Bell Gym – State Account – C96P**
Scope of Work – Replace exterior stairs. Budget \$30,000.
Project in phase A design. Initial cost estimates well outside of budget. On hold evaluating steel costs.
Estimated completion date – August 2019
- **Construct Softball Field – State Account – C96Q**
Scope of Work – Design on campus softball field, decision to proceed will be made after cost estimate. Budget \$48,000. On hold pending master plan.
Estimated completion date – December 2019
- **Install Fountain – Student Center – State Account C96R**
Scope of Work – Wiring, piping and foundation work to install fountain in front of student center. Preliminary budget \$10,000.
Estimated completion date – March 2019
- **Install Pedestal – State Account – C96S**
Scope of Work – Install pedestal for statuary at end of ASB parking lot. Preliminary budget \$10,000.
Estimated completion date – March 2019
- **Mold Remediation – Exum Basement – State Account – C97F**
Scope of Work – Mold remediation. Project budget - \$25,000.
Completed.
- **Install Access Control – Hume Hall – State Account – C97Y**
Scope of Work – Wiring to install access control system at Hume Hall. Preliminary budget less than \$10,000.

Privately Funded Projects

- **Transition to Synthetic Athletic Field – State Account – N/A**
Scope of Work – Install a synthetic athletic field.
Evaluating the possibility that this can be a part of the Energy Performance Savings Contract.
Estimated completion – December 2019



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Approval of Bell & Trice Enterprises Agreement
FROM: Governance
ACTION ITEM: Yes

BACKGROUND: Institutional governance is a primary set of guidelines about the various roles and authority of the board, faculty and administration. The University's governance policies should be reviewed and revised to ensure compliance with federal, state, and local regulations.

SUMMARY OF PROGRAMS/ACTIVITIES: Bell & Trice Enterprises, Inc. has over 30 years as a higher education leader and executive consultant. Bell & Trice Enterprises, Inc. will provide consulting services in the following areas:

- Advising the University on shared governance models, policies, procedures and best practices,
- Identifying and advising on accreditation requirements, status, and compliance plans,
- Engaging in policy development including regulatory requirements,
- Assessing and working collaboratively with clients to continuously improve services,

ALIGNMENT WITH STRATEGIC GOALS:

Goal 5: Obtain Maximum Institutional Effectiveness through the Implementation of a Continuous Quality Improvement Process framed within the seven Baldrige Performance Excellence in Education criteria.



KENTUCKY STATE UNIVERSITY

Board of Regents

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: \$50,000 in general operating funds

ATTACHMENTS: N/A

RECOMMENDATION: Approve Bell & Trice Enterprises Agreement



SHEILA TRICE BELL

Sheila Trice Bell is Executive Vice President, General Counsel, co-founder and co-owner of Bell & Trice Enterprises, Inc. For over 30 years as a higher education leader, executive and consultant, she has served colleges, universities, governmental agencies, and non-profits by:

- Advising governing boards regarding governance assessment and effectiveness, policies and procedures,
- Facilitating board governance activities including collaborative gap analysis and retreat facilitation,
- Advising colleges and universities on shared governance models, policies, procedures and best practices,
- Designing, facilitating, implementing and evaluating strategic, operational, and budgetary planning processes,
- Identifying and advising on accreditation requirements, status, and compliance plans,
- Engaging in policy development including regulatory requirements,
- Assessing and working collaboratively with clients to continuously improve services,
- Assessing and advising clients on compliance and enterprise risk management (ERM) issues,
- Coaching executives,
- Advising on executive searches,
- Recommending and facilitating change management initiatives.

Ms. Bell's experience includes having served as the Executive Director and Chief Executive Officer for the National Association of College and University Attorneys (NACUA), which serves U.S. and international higher education institutions. As NACUA's CEO she led the Association's overall operations during a strategic planning process that resulted in significant growth of services and increased financial health. She was the association's designated liaison with federal agencies and higher education associations and managed the collection, review and dissemination of information on legal developments in higher education to NACUA member institutions and their lawyers.

Ms. Bell's board governance and assessment expertise developed through service on nonprofit and for-profit boards. She was the chief board professional for the Colorado State University System, a public higher education system. She has advised and assessed higher education, foundation and non-profit governing boards.

With over 30 years of experience in higher education law, she was the general counsel for a public university (Northern Kentucky University) and a private university (Fisk University). She has taught Higher Education Law as an adjunct professor at The George Washington University Law School.

Ms. Bell received her B.A. degree from Wellesley College and her J.D. from Harvard Law School. She is admitted to the Massachusetts, Tennessee, Kentucky and District of Columbia Bars. She is also admitted to practice before several federal courts, including the United States Supreme Court.

Ms. Bell's professional and volunteer activities are varied. She was the Secretary/Treasurer of the Board of Directors of United Educators (UE) (an insurance company owned by and serving education institutions). She was a member of the Board of Directors of the American Council on Education, the Washington Higher Education Secretariat, the White Rose Foundation and the Bethesda Hospital.



Bell & Trice Enterprises, Inc.

Tomorrow's Solutions for Today's Challenges

Her accreditation experience includes serving on: the Committee on Accreditation for the American Psychological Association; and accreditation follow-up teams of the Middle States Association of Colleges and Schools.

Ms Bell is a recipient of the 1995 Thomas S. Biggs, Jr. Award, awarded by Stetson College of Law at the National Conference on Law & Higher Education, for dedicated legal service to the university community.

In 2010, the Lumina Foundation named Ms. Bell as a source of expertise on issues related to college productivity. In February of 2015 she was honored to be invited as a thought leader in higher education to a Lumina Foundation convening to explore the redesigning of the traditional higher education model.

Ms. Bell has written and spoken extensively on a wide range of issues at numerous conferences and workshops over the past 30+ years.

AGREEMENT BETWEEN

**BELL & TRICE ENTERPRISES, INC.
AND**

KENTUCKY STATE UNIVERSITY

POLICIES AND PROCEDURES PROJECT

This Agreement (“Agreement”) is made and entered into this 1ST day of March, 2019 between **Kentucky State University (“Client”)**, a public university established in the Commonwealth of Kentucky, and **Bell & Trice Enterprises, Inc. (“BTE”)**, an Ohio corporation doing business in Washington, DC. In this Agreement, the “Parties” refers to BTE and Kentucky State University. This Agreement sets forth the general terms and conditions pursuant to which BTE will provide consulting services for Client.

WITNESSETH

In consideration of the mutual promises herein contained, the Parties enter into this management consulting Agreement according to the provisions set out below:

1. Project Scope, Services, Staffing and Assumptions

BTE agrees to perform the services outlined in the emails dated January 8, 2019 (**Attachment 1** which is incorporated herein by reference) and midnight February 27, 2019 (**Attachment 2** which is incorporated by reference) for a ***Policies and Procedures Project*** (“Project”). **Attachments 1 and 2** are collectively a Statement of Work (SOW) for the consultancy services consisting of discussion of the Scope of the Project, some Assumptions, Project Staffing, and Consulting Project Cost Structure. The Project’s overall scope is to: identify the policies and procedures of an effective institution with Kentucky State University’s mission and to update the university’s policies and procedures accordingly.

2. Payment

Kentucky State University and BTE agree to the following:

- A. Client shall pay BTE consulting fees, pursuant to Attachment 2 in monthly payments commencing March, 2019 for the services described above in Section 1 and Attachments 1 and 2 and based upon performed and invoiced hours of consulting services.
- B. Client shall reimburse BTE for travel expenses for travel to the campus of Kentucky State University during this engagement.

C. BTE shall invoice Client on a monthly basis for hours worked at an hourly rate of \$120.00. Kentucky State University shall pay BTE within thirty (30) days of Client's receipt of an invoice electronically or via first class mail, whichever is first, using the address in Section 19, below. All objections by Client to an invoice must be made in writing to BTE within fourteen (14) days after the date of the invoice. If no objections are received by BTE within such fourteen-day period, the invoice shall be deemed accepted by Client.

D. BTE shall send invoices electronically (via email or via facsimile transmission) or via first class mail, whichever is first, to the Client contact listed below in Section 19 regarding Notices. Client shall pay BTE by sending checks payable to Bell & Trice Enterprises, Inc. to the BTE contact listed below in Section 19 regarding Notices. Alternatively, Client may pay BTE electronically via Direct Deposit Account. The information below will be provided by BTE after Client's signature of this Agreement:

Bank:
Account Holder:
Account Number:
Routing Number:

E. If payment has not been received as set forth herein, BTE reserves the right, in addition to any other rights it may have, to (i) suspend the services until such payment is made in full, (ii) charge interest on the amount past due at the lesser of 1.5% per month or the maximum allowed by law, and (iii) invoice Client for all costs of collection including attorney's fees.

3. Period of Performance

This Agreement shall become effective **March 9, 2019** and shall remain in force and effect through **March 9, 2020** or on any one of the following events, whichever comes first:

- A. Completion of the work by BTE, or
- B. Written notice by either Party to terminate the Agreement pursuant to *Section 8*, below.

Any extension of this Agreement shall be by the mutual agreement of Client and BTE, shall be in writing and shall be signed by the Parties.

4. Place of Performance

Services which are performed at Client shall be at sites established by Client for the use of BTE personnel and subcontractors. Services not performed at Client shall be performed at a location of BTE's choice.

5. Confidential Information

Each Party agrees that during and after the term of this Agreement it will keep secret and will not, without the prior written consent of the other, use or disclose to any third party any confidential or proprietary information relating to the business of the other Party learned by such Party or disclosed to such Party in connection with this Agreement. BTE may disclose confidential or proprietary information related to this Project and concerning Client to BTE associates and, as provided in Section 21, below, regarding Subcontracting, for the purpose of performing the management consulting services under this Agreement. The restrictions of this section shall not apply to any information which: (i) is or becomes generally available to the public other than as a result of a breach of this section by the receiving Party; (ii) was available to the receiving Party on a nonconfidential basis prior to its disclosure under this Agreement; (iii) becomes available to the receiving Party on a nonconfidential basis from a third party which was not itself bound by a confidentiality obligation and was free to disclose the information; or (iv) is required by law to be disclosed pursuant to a valid court order or subpoena. BTE may disclose Client's names to third parties or include them in corporate statistics. However, BTE does not and will not use specific Client representatives' or agents' names in any advertisements, unless BTE obtains Client's prior written consent.

6. Rights of Title

All reports, workpapers, programs, manuals, discs, tapes, listings, notes and any other written or digital material prepared solely under this Agreement by BTE employees or subcontractors shall belong exclusively to Client unless they are, by law, subject to public disclosure. Client shall have the right to obtain from BTE and/or BTE employees, and to hold in Client's name all copyrights, trademark registrations, patents or other protection Client may deem appropriate to protect such reports. BTE agrees to give Client reasonable assistance, at Client's expense, required to protect the rights defined in this paragraph. All reports, workpapers, programs, manuals, discs, tapes, listings and any other material prepared under this Agreement by BTE employees and subcontractors are solely for the specified use of Client and its Board of Governors and may not be used or solely relied upon for any other purpose, in contradiction of the terms of this Agreement. Notwithstanding the foregoing, Client acknowledges that BTE and its subcontractors have the right to maintain for their own record-keeping purposes a copy of all reports, workpapers, programs, manuals, discs, tapes, listings and any other material prepared under this Agreement by BTE employees and subcontractors, subject to the confidentiality restrictions of this Agreement.

7. Modifications and Extensions

Any modifications or extensions of this Agreement shall be by the mutual agreement of BTE and Client, shall be in writing, and shall be signed by the Parties.

8. Termination

The circumstances for termination of this Agreement are:

- A. As stated above in Section 3, this Agreement terminates upon completion of all tasks to the satisfaction of Client. Any subsequent services provided by BTE are to be covered under a mutually agreed upon amendment to this Agreement or under a separate agreement.
- B. Either Party may terminate this Agreement for any reason upon two (2) weeks notice. Any notice of termination shall be in writing and shall be sent to the other Party's point of contact shown in Section 19, below, of this Agreement. Upon termination, Client shall pay BTE's final invoice for all amounts due under the terms of Section 2, above.
- C. In the event of termination of this Agreement for any reason, the obligations of the parties under Sections 5 (Confidential Information), 6 (Rights of Title), 12 (Limitation of Liability), and 13 (Recruiting of Personnel) shall survive termination.

9. Taxes

Excluding BTE's own payroll and income taxes, Client shall be responsible for payment of all taxes, including state, local or municipal sales taxes, if any, levied upon the services provided under this Agreement. Client shall provide BTE with tax-exemption certificates prior to the start of the engagement.

10. Independent Contractor Relationship

The Parties understand and agree that the personnel assigned by BTE to Client under this Agreement are BTE's employees, agents or independent subcontractors. Under no circumstances are such personnel to be considered Client employees or agents. BTE shall perform its obligations under this Agreement as an independent contractor and not as an agent or joint venture partner of Client.

11. Warranty

BTE warrants that the services will be performed in a workmanlike and professional manner by individuals who have skill and experience commensurate with the requirements of the services. Other than those contained in this section, BTE makes no other representations or warranties with respect to the services.

12. Limitation of Liability

BOTH PARTIES UNDERSTAND AND AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, AND EACH PARTY HEREBY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES AGAINST THE OTHER PARTY. BOTH PARTIES AGREE THAT NEITHER PARTY'S LIABILITY FOR ANY DAMAGES ARISING OUT OF

WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL EXCEED THOSE CHARGES PAID TO BTE BY CLIENT FOR THIS ENGAGEMENT.

13. Recruiting of Personnel

The Parties agree that they will not actively recruit from each other any employees involved in an engagement hereunder for a period of one year following completion of the engagement.

14. Entire Agreement and Binding Effect

This Agreement as well as any written modifications or amendments, shall constitute the entire agreement between the Parties and supersede all previous communications, representations, understandings, concurrent or subsequent purchase orders, and agreements, whether oral or written, between the Parties or any officer or representative of the parties. Client has not relied upon any representations other than those set forth in this Agreement. This Agreement is binding upon the parties hereto and upon their respective successors and assigns.

15. Governing Law

This Agreement shall be governed for all purposes by the law of the Commonwealth of Kentucky. Should either party seek relief in a court of law or equity, the Party which prevails in the litigation is entitled to recover all costs incurred in the litigation process, including reasonable attorney's fees and expert witness fees.

16. Non-discrimination and Immigration Law Compliance

BTE shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, place of residence or business, source of income or any other basis of discrimination prohibited by the laws of any Place of Performance as set forth in Section 4, above. All principals, employees or subcontractors of Consultant performing work under this Agreement shall be United States citizens or aliens properly documented and permitted to work in accordance with U.S. laws and regulations.

17. Severability

If any provision of this Agreement is determined to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in full force and effect.

18. Force Majeure

BTE and Client shall not be liable for any failure to perform or delay in performance of its obligations under this Agreement resulting from the elements, acts of God or any other cause beyond the reasonable control of the Party failing to perform.

19. Notice

Any *notices* required under this Agreement shall be in writing and signed by the Client's authorized representative or BTE's authorized representative. Notices to BTE shall be delivered to *Bell & Trice Enterprises, Inc.* via electronic mail (email) to:

Sheila Trice Bell, Executive Vice President

1629 K Street, NW, Suite 300

Washington, DC 20006-1631

Cell: 240-463-7715

at the following email address:

stbell@bte-i.com.

Notice to the Client shall be emailed to:

Name: M. Christopher Brown, II.

Title: President

Email address: President@kysu.edu

Telephone number: 502-597-6260

20. Assignment

Neither party shall assign, subcontract or delegate any rights nor obligations under this agreement to any third party without the prior express written consent of the other party.

21. Subcontracting

BTE reserves the right to employ agents and subcontractors to assist BTE when providing any part of the Services. Such contractors will be subject to all provisions and restrictions of this contract. Any reference to BTE staff in this Agreement includes employees, agents and subcontractor staff. Client reserves the right to require the removal of subcontractors who are deemed unacceptable.

22. Execution/Counterparts

This Agreement is not binding upon either Party until it is signed by authorized representatives of Client and BTE. This Agreement may be executed in counterpart originals, duly signed by both Parties, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties do, by their duly authorized representatives, set their signatures.

For BELL & TRICE ENTERPRISES, INC.

By Sheila Trice Bell

Name Sheila Trice Bell

Its Executive Vice President

For Kentucky State University (Client)

By _____

Name _____

Its _____

Dated: March 1, 2019

Attachment 1

Agreement between Kentucky State University and Bell & Trice Enterprises, Inc.
(BTE)

STATEMENT OF WORK (SOW)

On Jan 28, 2019, at 11:59 PM, Sheila Trice Bell <stbell@bte-i.com> wrote:

Dear President Brown:

Thank you for your call to me on Friday, January 18, 2019 to discuss your leadership vision as well as your determination to identify and update policies and procedures for Kentucky State University during this year. I understand that you and the Board of Regents share commitment to this project to identify the policies and procedures of an effective institution with Kentucky State University's mission and to update the university's policies and procedures accordingly.

This is a major change management project because successfully updating policies and procedures that affect the entire university requires the identification of and commitment to a significant process for change at all levels of the university. This project also requires the effective leadership involvement and commitment to attain project goals by the administrators in your cabinet.

During our discussion you stated that you see the General Counsel and her office as having central roles in updating university-wide policies and procedures. You also stated that the nature of the work of that office has changed significantly from a necessary focus on legal crisis management to an environment which you believe allows the General Counsel and the GC's office to refocus efforts on the broad range of legal issues – beyond crises – which higher education general counsels must manage in order to provide effective legal services in the complex legal environment of higher education law practice. This is a time for the General Counsel to build upon her prior work and to expand her professional development. In addition to the important necessity of updating Kentucky State University's policies and procedures, you discussed the Board's focus on minimizing the need for crisis management with a goal of reinforcing an environment of strategic normalcy or best practices in the university's operations.

In order to assess needs and requirements for policies and procedures and to attain these goals, you discussed a three-pronged Scope of Work for my consulting:

Phase 1 – Broaden and strengthen the operations of the General Counsel and the GC's office. This phase will begin with meeting with you, members of the Board and other members of the Kentucky State University to listen to their perspectives and suggestions for policies and procedures changes. My assessment of the current general counsel operations will include my listening to the GC, the GC's staff and university clients. Next

Page 1 of 2

Agreement between KSU and BTE – March 9, 2019 start date

Page 104 of 125



gap analysis of current and aspirational policies and procedures and identification of KSU's goals for progressive change in policies and procedures will follow. I will provide professional development recommendations for the GC's office.

Phase 2 –Work with the General Counsel to collect and analyze campus policies and procedures to determine more effective and best practices and to revise policies and procedures in the best interest of Kentucky State University's mission and strategic plan. Policies and procedures will be analyzed and updated in the following order:

- A. Board of Regents Governance documents -- Listen to members of the Board
- B. Other campus policies – Listen to members of the Kentucky State University community to learn their concerns, questions and recommendations.

I will serve as a resource to the GC during the GC's office assessment and updating of policies and procedures.

Phase 3—Evaluate campus-wide progress/attainment of goals for revisions to the University-wide policies and procedure changes. I would listen to you, members of the Board of Regents, the General Counsel, other members of the President's cabinet and representatives from the Kentucky State community. I would report my evaluation to you.

I will prepare a more detailed Scope of Work document after I receive your feedback to this preliminary statement of my understanding of your vision for this project.

I look forward to your response and to the opportunity to use my expertise in higher education administration, including higher education legal administration, to assist you in this very important project.

Sincerely,

Sheila Trice Bell



Attachment 2

Agreement between Kentucky State University and Bell & Trice Enterprises, Inc.
(BTE)

Proposal -- Assumptions, Project Staffing, and Consulting Project Cost Structure

From: Sheila Trice Bell [mailto:stbell@bte-i.com]
Sent: Wednesday, February 27, 2019 12:00 AM
To: 'KSU, President'
Subject: Proposal

February 26, 2019

President M. Christopher Brown II
Office of the President
Kentucky State University
Hume Hall, Suite 201
400 East Main Street
Frankfort, Kentucky 40601

Re: Proposal for Consulting Services

Dear President Brown:

On behalf of our consulting firm, Bell & Trice Enterprises, Inc. (BTE), I am pleased to respond to your email to me and your telephone communications regarding a Policies and Procedures Update Project for Kentucky State University. I understand that you and the Board of Regents share commitment to this project, which is to identify the policies and procedures of an effective institution with Kentucky State University's mission and to update the university's policies and procedures accordingly across all departments of the university.

The process of updating Kentucky State University's Policies and Procedures will entail:

- Assessment of needs, requirements and best practices which are consistent with Kentucky State University's mission, vision and strategic plan
- Gap analysis of current policies and procedures and goals for policies and procedures
- Development and implementation of updated policy and procedures
- Evaluation of implemented updated policies and procedures.

A. Project Phases, Assumptions and Estimated Time



The Project --

The consulting services that you envision for the Project and Procedures Update is a change management project consisting of three phases:

Phase I –

- Meetings with University leaders to learn their perspectives and suggestions for policies and procedures changes.
- Working with and assessing the role of the General Counsel's office in this process is central to this phase.
- Gap analysis of differences between current status and aspirational goals for policies and procedures
- Professional development recommendations for the General Counsel's office.

Phase 2

Serve as a resource to the General Counsel to

- collect and analyze campus policies and procedures
- determine more effective and best practices
- advise regarding revision processes

Note: policy revision priorities – with interviews

- Board of Governors Governance Documents
- Other Campus policies

Phase 3 –

Evaluate campus-wide progress and attainment of goals for revision to the University-wide policies and procedures changes. Interview you, the Board of Regents, administrators, faculty, students and other identified university constituents who are affected by University policies and procedures to evaluate and report on progress in this updating project.

Project Consulting Lead

I would serve as the project consulting lead and primary BTE contact with your office for this project. Other BTE staff will be used to assist in the project, as needed.

Assumptions

The University will provide a liaison with BTE who will coordinate scheduling of meetings with university constituent and make available necessary documents for this project.

Estimated Time



There are two estimates which allow for modifications in the scope of the project:

Estimate 1

Phase 1 – 159.5 hours or 19.9 task days (8 hours per task day)

Phase 2—136 hours or 17 task days

Phase 3 – 41 hours or 5.1 task days

Total – 336.5 hours or 42.1 task days

Estimate 2 – These estimates are 1.5 times Estimate 1

Phase 1 – 239.3 hours or 30 task days

Phase 2 – 204 hours or 25.5 task days

Phase 3 – 61.5 hours or 7.7 task days

Total -- 504.8 hours or 63.2 task days

Effective March 4, 2019

My hourly rate – discounted from \$200 per hour because of the length and nature of this project – is \$120.00 per hour. Therefore the total for Estimate 1 is \$40,380 and for Estimate 2 is \$60,576. These are estimates and are subject to the amount of actual consulting time for the project.

Conclusion

It is an honor and very exciting to be asked to submit this proposal to work with you, your board, and other members of the Kentucky State University Community on this very important project. I welcome your questions and comments.

Sincerely,

Sheila Trice Bell

Sheila Trice Bell
Executive Vice President and General Counsel
Bell & Trice Enterprises, Inc.
1629 K Street, NW, Suite 300
Washington, DC 20006
Cell: 240-463-7715
Office: 202-467-8050
Email: stbell@bte-i.com
Website: www.bte-i.com
Services: <http://www.bte-i.com/services.html>
Tomorrow's Solutions for Today's Challenges™



PAGE

EMPTY

AB



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Board Self-Evaluation Results
FROM: Governance
ACTION ITEM: No

BACKGROUND: Board Self-Evaluation Results.

Board Self-Evaluation Results – Broadly speaking, there is a consensus of agreement in Section I with the questions asked of the Board. The question with the least agreement was a question of Board Organization and Operation. Specifically that, “Board committees have clear and appropriate responsibilities to effectively assist the Board in its policy-making role and function.” In Section II, the Board’s greatest strength is diversity. “Areas in which the Board could improve”, is their effectiveness in Committee meetings. “The major accomplishments of the Board this past year”, are centered on the choice of and work with KSU’s 18th President. “Board members are most pleased about”, the direction of the University and its honest communication under President Brown. ‘Board members are most concerned about’, the financial state of the University. Two (2) of the top three goals that the Board recommends are: (1) Greater campus engagement and visibility for themselves on campus and (2) better committee meetings.

SUMMARY OF PROGRAMS/ACTIVITIES: N/A

ALIGNMENT WITH STRATEGIC GOALS: N/A

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: Information Item - Board Self-Evaluation Results

RECOMMENDATION: N/A



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: February 26, 2019
SUBJECT: Official 2019 Legislative Agenda
FROM: Rachelle M. Johnson, Director, Government Relations
ACTION ITEM: No

BACKGROUND:

State

Kentucky State University's 2019 State Legislative Agenda:

- Land-Grant Match
- Maintenance of Real Property Proceeds
- Performance Funding Timetable
- Pension Relief Considerations
- Student Success Outcomes
- Campus Infrastructure Support

Federal

Kentucky State University's 2019 Federal Legislative Agenda:

- Reauthorization of the Higher Education Act
- Federal Student Aid
- Federal Appropriations
- Infrastructure Legislation
- Farm Bill Implementation

SUMMARY OF PROGRAMS/ACTIVITIES: N/A



KENTUCKY STATE UNIVERSITY

Board of Regents

ALIGNMENT WITH STRATEGIC GOALS:

Alignment with strategic goals to deploy scarce resources to identified priorities through selective investment and improvement of operational discipline across functions.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS:

Securing the required state land-grant match per federal law will improve program implementation and staffing requirements to service the Commonwealth.

Changes to funding allocations and authorization of federal programs, projects and activities will have a direct impact on implementing core university programming and operations.

FISCAL IMPLICATIONS:

Modifications to and introduction of state and federal legislation has a direct fiscal impact to Kentucky State University thereby requiring advocacy engagement in 2019.

ATTACHMENTS: N/A

RECOMMENDATION: N/A



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Approval of Revised Administrative Structure
FROM: Office of Institutional Advancement
ACTION ITEM: Yes

BACKGROUND: Kentucky State University seeks approval from the Board to approve a revised administrative structure whereby the Office of Institutional Advancement would fall under the Office of Finance and Administration and Executive Vice President Douglas Allen II.

SUMMARY OF PROGRAMS/ACTIVITIES: By including the Office of Institutional Advancement under the umbrella of Office of Finance and Administration, the Office of Institutional Advancement and the Office of Finance and Administration will be able to work together to strengthen fiscal controls.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3- Increase the University's Financial Strength and Operational Efficiency.
Goal 4- Enhance the Impact of External Relations and Development.

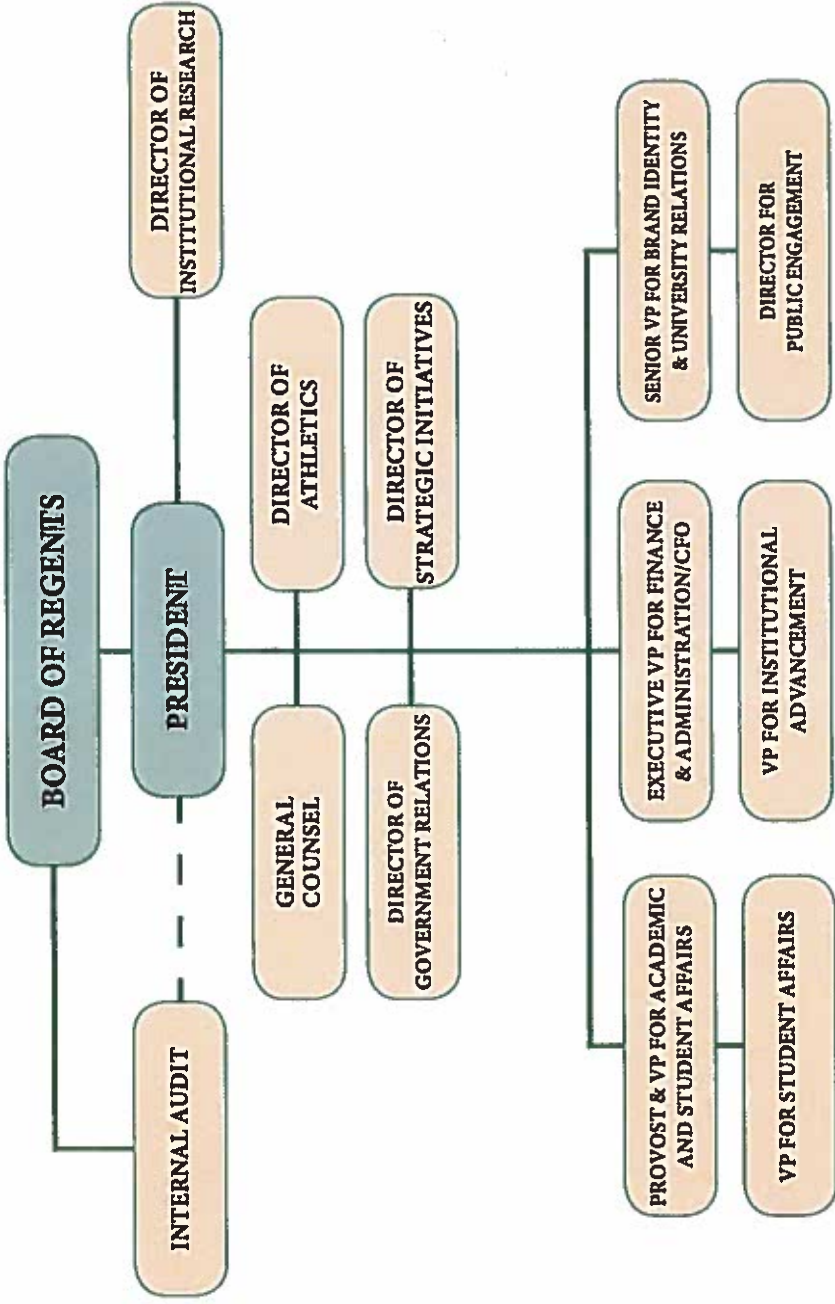
COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

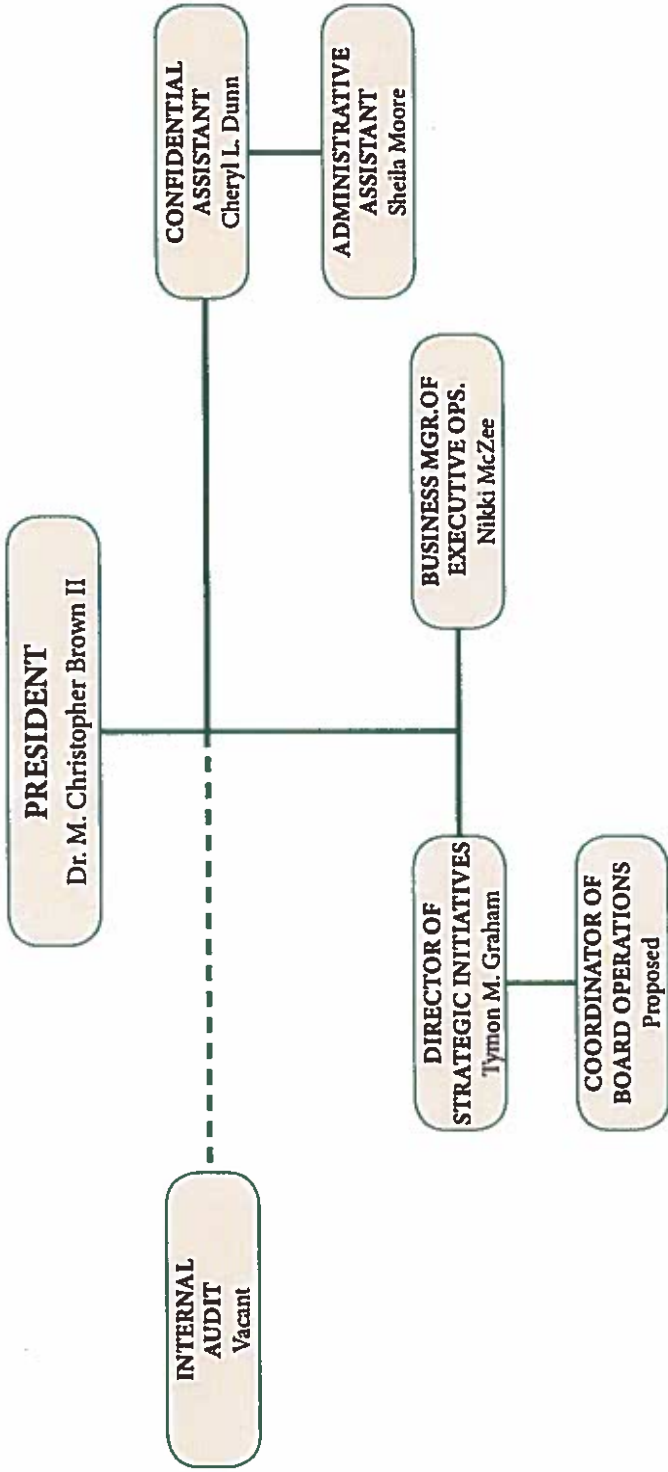
FISCAL IMPLICATIONS: N/A

ATTACHMENTS: N/A

RECOMMENDATION: Approve the revised administrative structure.



DRAFT: UNAPPROVED



DRAFT: UNAPPROVED



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Memorandum of Understanding with the Kentucky State University Foundation
FROM: Office of Institutional Advancement
ACTION ITEM: Yes

BACKGROUND: Institutional Advancement is requesting that the Board of Regents enter into a Memorandum of Understanding with Kentucky State University Foundation, Inc., to satisfy Standard 5.3, The Southern Association of Colleges and Schools Commission on Colleges, The Principles of Accreditation: Foundations for Quality Enhancement.

- 5.3 For any entity organized separately from the institution and formed primarily for the purpose of supporting the institution or its programs:
- (a) The legal authority and operating control of the institution is clearly defined with respect to that entity.
 - (b) The relationship of that entity to the institution and the extent of any liability arising from that relationship are clearly described in a formal, written manner.
 - (c) The institution demonstrates that (1) the chief executive officer controls any fund-raising activities of that entity or (2) the fund-raising activities of that entity are defined in a formal, written manner that assures those activities further the mission of the institution.

SUMMARY OF PROGRAMS/ACTIVITIES: Representatives from Kentucky State University and the Kentucky State University Foundation, Inc. worked together to prepare a draft agreement for approval by the Boards of the respective entities.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3- Increase the University's Financial Strength and Operational Efficiency.

Goal 4- Enhance the Impact of External Relations and Development.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: There will be no program implications. The Memorandum of Understanding memorializes current practice.

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: See each attached draft Memorandum of Understanding.

RECOMMENDATION: Approve the draft Memorandum of Understanding as to substance and form and execute Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING WITH THE KENTUCKY STATE UNIVERSITY FOUNDATION, INC.

THIS AGREEMENT, entered into as of this 7th day of March, 2019, by and between Kentucky State University (University), a public agency of the Commonwealth of Kentucky, and the Kentucky State University Foundation, Inc. (Foundation), wholly owned private not for profit entity is done so freely for their mutual benefit and convenience to advance the mission of Kentucky State University.

The Foundation was organized and incorporated in 1968 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the University.

The Foundation exists to raise and manage private resources supporting the mission and priorities of the University, and provide opportunities for students and a margin of institutional excellence.

The Foundation is dedicated to assisting the University in the building of permanently restricted, temporarily restricted, and unrestricted funds and in addressing, through financial support, the long-term academic and other priorities of the University.

As stated in its Articles of Incorporation, the Foundation is a separately incorporated 501 (c) (3) organization and is responsible for identifying and nurturing relationships with donors and other friends of the University; soliciting cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

Furthermore, in connection with its fund-raising and asset-management activities, the Foundation retains personnel experienced in planning and managing private contributions and works with the university to assist and advise in such activities.

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Foundation Name, Seal and Logotype

Consistent with its mission to help advance the plans and objectives of the University, the Foundation is granted the use of the name, Kentucky State University; however, the Foundation will operate under its own seal and logotype and shall not use the University seal or other identifying marks in the promotion of its business and activities.

Institution University Governance

The Board of Regents of Kentucky State University is responsible for overseeing the mission and leadership of the University.

The Board of Regents of Kentucky State University is responsible for setting priorities and long-term plans for Kentucky State University.

The Board of Regents of Kentucky State University is legally responsible for the performance and oversight of Kentucky State University.

The Board of Regents is responsible for the employment, compensation, and evaluation of the President of Kentucky State University.

The Foundation's Relationship to the Institution University

The Foundation is a separately incorporated 501 (c) (3) non-profit organization created to raise, manage, distribute, and steward private resources to support the various missions of the University.

The Kentucky State University Foundation's Board of Directors Trustees is responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts consistent with donor intent.

The Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of Bylaws that clearly address the Foundation Board's fiduciary responsibilities, including expectations of individual Board Members based upon ethical guidelines and policies.

The Foundation is responsible for the employment, compensation, and evaluation of all its employees, including the Foundation Chief Executive.

The President of Kentucky State University, however, shall be the principal fundraiser for the University.

The Institution's University's Relationship to the Foundation

The President of the University is responsible for communicating the Kentucky State University's priorities and long-term plans, as approved by the Kentucky State University Board of Regents, to the Foundation.

The University recognizes that the Foundation is a private corporation with the authority to keep all records and data confidential consistent with the law.

The Chief Executive of the Foundation shall have access to the University's executive cabinet and the senior administrative team. The Foundation's Chief Executive will be able to meet with the University's senior administrative team who are compensated by the University at agreed upon times throughout the calendar year and the Foundation will make an annual report to the Kentucky State University Board of Regents in accordance with University policy.

The University shall include the Foundation as an active and prominent participant in the strategic planning for the University.

The President of the University shall may attend meetings of the Foundation.

The Foundation does not receive compensation or funding from the University or use of University staff.

The University shall establish and enforce policies that support the Foundation's ability to respect the privacy and confidentiality of donor records.

Foundation's Responsibilities

Fund Raising and Stewardship

The Foundation shall create an environment conducive to increasing levels of private support for the mission and priorities of the University.

The Foundation shall have a role in assisting support the University with the planning and executing comprehensive fund-raising and donor-acquisition programs in support of the institution's University's mission. These programs include annual giving, major gifts, planned gifts, special projects, and campaigns as appropriate.

The Foundation will establish, adhere to, and periodically assess gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the Foundation and University and provide appropriate recognition and stewardship of such gifts.

The Foundation recognizes and defers to the University, which bears majority responsibility to fundraising. University representatives will coordinate fund-raising initiatives including major gift solicitations with the Foundation. The University will promptly acknowledge and issue receipts for all gifts on behalf of the Foundation and University and provide appropriate recognition and stewardship of such gifts.

The Foundation will collaborate with designated University official(s) to identify and cultivate prospects for private gifts and share in, as needed and appropriate, soliciting the gift(s).

The Foundation shall not accept grants from state or federal agencies except in special circumstances when approved by the Foundation Board and the governmental agency.

The Foundation shall establish and enforce policies to protect donor confidentiality and rights.

Asset Management

The Foundation has established asset-allocation, disbursement, and spending policies that adhere to applicable federal and state laws including the Uniform Prudent Investor Act and the Uniform Management of Institutional Funds Act.

The Foundation will receive, hold, manage, invest, and disperse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.

The Foundation will engage an independent accounting firm annually to conduct an audit of the Foundation's financial and operational records and will provide the University with a copy of the audited financial statements including management letters.

Institutional Flexibility

The Foundation will explore current opportunities, including acquisition and management of real estate on behalf of the University for future allocation, transfer, or use.

When distributing gift funds to the University, the Foundation will disclose any terms, conditions, or limitations imposed by donor or legal determination on the gift. The University will abide by such restrictions and provide appropriate documentation as required by law.

Transfer of Funds

The Foundation is the primary depository of private gifts and will transfer funds to the designated entity within the institution in compliance with applicable laws, University policies, and gift agreements.

The Foundation's disbursements on behalf of the University as authorized by the University's President must be reasonable business expenses that support the institution, are consistent with donor intent, and do not conflict with state, local, and federal laws on giving, receipt of gifts, and subsequent disbursements.

Foundation Fund Funding and Administration

The Foundation will maintain its tax-exempt status under Section 501(c)(3) of the Code and carry on its work exclusively for the charitable and educational purpose of Kentucky State University.

The Foundation is responsible for establishing a financial plan to underwrite the cost of foundation programs, operations, and services.

The Foundation has the right to assess administrative fees to support its operations not to exceed 35% annually.

The Foundation, at its own expense, will provide office space, computer and telephone systems, utilities, adequate personnel, office supplies, and other such services that may be necessary or required to fulfill its responsibilities and obligations.

The Foundation shall maintain copies of the plans, budgets, and donor and alumni records developed in connection with the performance of its obligations.

The Foundation will provide access to data and records to the University on a need-to-know basis in accordance with applicable laws, Foundation policies, and guidelines. The Foundation will provide copies of its annual report, and other information that may be publicly released.

Terms of the Memorandum of Understanding (MOU)

This Memorandum of Understanding, made this 7th day of March, 2019 by and between the Board of Regents of Kentucky State University and the Kentucky State

University Foundation (an Internal Revenue Code §501 (c)(3) nonprofit corporation), is intended to set forth policies and procedures that will contribute to the coordination of their mutual activities.

To ensure effective achievement of the items of the agreement, the University and Foundation officers and Board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.

The parties agree to indemnify and hold harmless the other party, its governing board, officers, agents, employees and students in their official capacities from and against any and all claims, damage, liability, injury, expense, demands, causes of actions, judgments, including court costs and attorney's fees (hereafter "loss") arising out of or resulting from the gross negligence and/or intentional acts of its officers, agents or employees. In the event such loss is proximately caused by the acts of both parties or their officers, agents or employees, each shall be responsible for its proportionate share of claimant's damages under the laws of the Commonwealth of Kentucky. The parties agree this provision shall survive the termination of this Memorandum of Understanding.

Either party may, upon 90 days prior written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate this agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice.

The parties agree that notice to either party of this agreement must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service, first class, certified or express mail, or other overnight mail service or hand delivered when addressed as follows:

Chair
Board of Regents, Kentucky State University
Kentucky State University
400 East Main Street
Frankfort, Kentucky 40601

President
Kentucky State University Foundation, Inc.
118 Douglas Avenue P.O. Box 4210
Frankfort, Kentucky 40604

Should the University choose to terminate this agreement, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this agreement the University may require the Foundation to pay debt it holds on behalf of the Foundation in a like manner.

Consistent with provisions appearing in the Foundation's Bylaws and its Articles of Incorporation, should the Foundation cease to exist or cease to be an Internal Revenue Code §501 (c)(3) organization, the Foundation will transfer its assets and property to the institution, to the University, to a reincorporated successor foundation, or to the state or federal government for public purposes, in accordance with the law and donor intent.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

Chair
Board of Regents, Kentucky State University
Date: _____

President
Kentucky State University
Date: _____

DRAFT

Chair

Kentucky State University Foundation, Inc.
Date: _____

Executive Secretary

Kentucky State University Foundation, Inc.
Date: _____

DRAFT



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: March 7, 2019
SUBJECT: Update on the Exum Center
FROM: Student Engagement and Success
ACTION ITEM: No

BACKGROUND: The Exum Center is focusing on student programs, community outreach, and overall health and wellness for students, faculty and staff.

SUMMARY OF PROGRAMS/ACTIVITIES: The Exum Center will begin to offer intramural sports, yoga, fit camp training, meditation, nutritional education, water aerobics, wellness Wednesdays, and Zumba.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 1: Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

Goal 4: Enhance the Impact of External Relations Development

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: N/A

RECOMMENDATION: Information Item Only