



BOARD OF REGENTS

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

**Thursday, November 17, 2022
1:00 p.m. EST**

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

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

***** Meeting Will be Conducted in Person and by Teleconference *****

**Thursday, November 17, 2022
1:00 p.m. EST**

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

Zoom Link: <https://kysu.zoom.us/j/93170316229>

Webinar ID: 931 7031 6229

**One Tap Mobile: US: +16469313860,,93170316229# or
+13017158592,,93170316229#**

AGENDA

- | | |
|---|--|
| 1. Call to Order | Dr. Gerald Patton
Board Chair |
| 2. Roll Call | Mr. Zachary Atwell
Board Secretary |
| 3. Approval of Agenda | Chair Patton |
| 4. Finance and Administration | |
| <i><u>Action Items</u></i> | |
| A. Approval of Mr. William Johnson's Amended Personal Service Contract for Outside Counsel Services | Dr. Daarel Burnette
Acting VP for Finance and Administration |
| B. Approval of the Statement of Work With Protiviti Government Services, Inc. | Acting VP Burnette |
| C. Approval of Pending Personnel Actions | Ms. Candace Raglin
Director of Human Resources |
| 5. Adjournment | Chair Patton |
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KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4A

ACTION ITEM:

Approval of the amended Johnson Bowman & Branco, LLP contract.

FACTS:

Attorney William Johnson has served honorably as Kentucky State University's primary outside counsel for over 50 years. With this amended contract, Attorney Johnson will continue his representation of the University, its Board of Regents, and its employees in legal matters that include, but are not limited to, intellectual property, contract disputes, claims of constitutional and statutory deprivations, and discrimination.

Additionally, the amended contract expands Attorney Johnson's services to include, *inter alia*, guidance on legal and policy matters, counseling for upper management on policies and regulations, and review of contracts and leases. Attorney Johnson's services will primarily be used when services cannot be feasibly provided by the University's in-house counsel or insurance counsel due to conflicts of interest or heavy workloads.

BUDGETARY IMPLICATIONS:

Johnson Bowman & Branco, LLP

- Personal Service Contract (Legal Services)

Rate: \$125.00 per hour

Expenses: The University will pay no more than \$2,000 per fiscal year for travel expenses such as airfare, lodging, ground transportation, parking, and meals.

Total Contract Amount: The total amount, including travel expenses, shall not exceed \$75,000 per fiscal year.

RECOMMENDATION:

Interim President Ronald A. Johnson recommends that the Executive Committee of the Kentucky State University Board of Regents approves the amended Johnson Bowman & Branco, LLP contract.

MOTION:

Approve the amended Johnson Bowman & Branco, LLP contract.

**PERSONAL SERVICE CONTRACT FOR LEGAL SERVICES
BETWEEN**

KENTUCKY STATE UNIVERSITY

AND

JOHNSON BOWMAN BRANCO, LLP

PSC _____

This Amended Personal Service Contract (PSC) is entered into by and between Kentucky State University (“KSU”) and Johnson Bowman Branco, LLP (“Contractor”) to establish a contract for legal services to be utilized to support Kentucky State University. The initial PSC was effective July 1, 2022. This Amended PSC is effective from December 15, 2022, through June 30, 2023. This PSC is amended to expand the Contractor’s scope of work and the total contractual amount.

KSU and Contractor agree to the following:

I. Scope of Contract

Contractor

The Contractor’s original duties include:

- Providing legal services to Kentucky State University, its Board of Regents, agents and/or employees relating to legal representation in matters where counsel services cannot feasibly be provided by Kentucky State University personnel or insurance counsel due to conflicts of interest or heavy workloads.
- Providing support in matters relating to intellectual property, contract disputes, claims of constitutional and/or statutory deprivations, discrimination on the bases of race, sex, age physical, and/or mental handicaps and other matters as needed.

The Contractor’s duties are expanded to include:

- Providing legal counsel and guidance to the officers of the institution and other upper management on a variety of legal and policy matters relevant to the University, including, but not limited to, those relating to students, faculty, and staff.
- Anticipating and identifying legal issues and counseling officers of the institution and other upper management personnel.
- Reviewing and counseling officers of the institution and other upper management on policies and procedures, regulations, bylaws, and other legal documents.
- Reviewing contracts, leases, and other legal documents; researching legal issues and recommending revisions as necessary.
- Representing or overseeing the representation of the institution and upper management in judicial and administrative proceedings.

Kentucky State University

It shall be the responsibility of Kentucky State University to provide appropriate guidance to the Contractor to facilitate the successful completion of the projected work and work product development.

II. Contract Components and Order of Precedence

KSU's acceptance of the Contractor's offer, indicated by the issuance of a Personal Service Contract Award, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations, and Policies
2. This written agreement and any subsequent written amendments to this agreement.

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

III. Negotiated Items – Not Applicable

IV. Pricing

The cost for the services described above are as follows:

The Contractor's fees for the scope of work as outlined shall be paid an hourly rate of \$125.00, plus travel-related expenses. Travel expenses related to this personal service contract include airfare, lodging, ground transportation, parking, and meals, but such expenses shall not exceed \$2,000 per fiscal year. The total amount of this personal service contract shall not exceed \$75,000 per fiscal year.

1. Invoicing

The Contractor shall submit invoices to Kentucky State University via email to accounts.payable@kysu.edu.

Payment for services will be made upon receipt of an approved invoice using the Personal Service Contract (PSC) Invoice Form. Payment terms are net thirty (30) days.

Invoices for services must include an original signature, as well as the following: the contract number, the dates of service, the total number of hours worked, a description of services provided, and the total amount due.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits an invoice for payment on a form established by the Legislative Research Commission, Government Contract Review Committee.

The invoice form is available on the Legislative Research Commission, Government Contract Review Committee website <https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html>

Travel:

Not applicable.

2. Terms and Conditions

Contract Effective Date

The initial term of the PSC became effective and binding July 1, 2022. This amended PSC becomes effective and binding on December 15, 2022.

Contract

This Amended Personal Service Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

Contract Term and Renewal Option

The initial term of the contract, as amended, shall be from December 15, 2022, through June 30, 2023. The contract shall have one (1) optional renewal.

Changes and Modifications to the Contract

No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by KSU and the Contractor, and incorporated as a written amendment by KSU prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Kentucky State University Purchasing Department, University General Counsel, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or other correspondence shall not be construed as amendments to the Contract.

Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature shall be made to Kentucky State University General Counsel.

3. Personal Service Contract (PSC) Standard Terms and Conditions

Whereas, the first party, Kentucky State University, has concluded that either University personnel are not available to perform said functions, or it would not be feasible to utilize University personnel to perform said functions; and

Whereas, the second party, the Contractor, is available and qualified to perform such functions; and

Whereas, for the abovementioned reasons, the University desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Choice of Law and Forum

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

Cancellation

Cancellation for Convenience - Kentucky State University reserves the right to terminate this PSC without cause with a thirty (30) days' written notice. Upon receipt by the Contractor of a "notice of termination," the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor prior to cancellation will be calculated at the agreed upon rate prior to a "notice of termination."

Cancellation for Non-Performance Default - KSU may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failure to provide satisfactory quality of service, including: failure to maintain adequate personnel (whether arising from labor disputes or otherwise); any substantial change in ownership or proprietorship of the contractor which, in the opinion of the University, is not in its best interest; or failure to comply with the terms of this contract.
- Failure to keep or perform (within the time period set forth herein) or violation of any of the covenants, conditions, provisions, or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might, during that sixty (60) day period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Notification of Default

The University will provide ten (10) calendar days' written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the Director of Purchasing may terminate the contract immediately.

Permits, Licenses, and Commonwealth Registration

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

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract,

the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

Attorney Fees

If either party deems it necessary to take legal action to enforce any provision of the contract, and if the University prevails, the contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents, and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

Funding Out Provision

KSU may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

Reduction in Contract Worker Hours

Not Applicable

Authorized to do Business in Kentucky

Businesses can register with the Secretary of State at <http://www.sos.ky.gov/pages/default.aspx>

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

If a foreign entity, the Contractor shall maintain a certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State pursuant to the process outlined below.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response.

Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in this contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

Travel expenses, if authorized

The Contractor shall be paid for no travel expenses, unless and except as specifically authorized by the specifications of this contract, or authorized in advance and in writing by the University. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Other expenses, if authorized herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract, or authorized in advance and in writing by KSU.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish copies of same in support of requests for payment submitted to KSU.

Purchasing and specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by KSU. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved. If a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with KSU, and by holding and performing this contract, he/she will not be violating any conflict-of-interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), nor KSU's Ethical Principles and Code of Conduct.

Access to Records

The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, KSU, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence which are directly pertinent to this contract for the purpose of a financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Protest

Pursuant to KRS 45A.285, Kentucky State University's General Counsel shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the University General Counsel. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Kentucky State University
General Counsel
400 East Main Street
ASB Building
Frankfort, KY. 40601

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by Kentucky State University shall be final and conclusive.

Social security: (check one)

The parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is not liable for social security contributions relative to the compensation of the second party for this contract.

The parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is liable for social security contributions relative to the compensation of the second party for this contract.

Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for KSU's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms and conditions for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

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

4. Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party – Kentucky State University

2nd Party – Contractor

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Approved as to form and legality

Signature

Printed Name

General Counsel
Kentucky State University



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4B

ACTION ITEM:

Approval of the amended statements of work tendered by Protiviti Government Services, Inc.

FACTS:

During its May 9, 2022, Special Called Meeting, the Board of Regents approved Protiviti's May 4, 2022, Statement of Work titled "Audit Readiness Support." The Statement was drafted following the University's decision to employ Protiviti's assistance in preparing documents for the FY 21 and FY 22 audits. Under the terms of the Statement, Protiviti's start date was May 9, 2022, and its end date was September 30, 2022, "unless otherwise modified or terminated in accordance with the terms of the Agreement." The estimated fees outlined in the Statement were \$404,300–\$449,780. The Board approved expenditures of up to \$449,780.

Protiviti's scope of work was later expanded to include general finance and accounting support services. On July 15, 2022, the Board of Regents approved Protiviti's June 24, 2022, Statement of Work titled "Finance and Accounting Support." Per the terms of the Statement, Protiviti's start date was June 28, 2022, and its end date was September 30, 2022. The Statement estimated that Protiviti's fees would total \$57,200.

Protiviti's scope of work was again expanded to include reconciliations support. In its July 27, 2022, Statement of Work titled "Accounts Reconciliations Support," Protiviti estimated that its fees would total \$44,800, all of which would be incurred through the hourly rates for a senior accountant and accountant. Given that the total estimated amount was less than \$50,000, the University was able to execute the Statement without Board approval, which it did on August 2, 2022. Per the Statement, Protiviti began work on August 8, 2022, and was to conclude work on September 30, 2022.

According to the terms of every Statement, Protiviti's staff members were to report directly to the former Vice President for Finance and Administration, Dr. Gerald Shields. Presumably, Dr. Shields and Protiviti agreed to extend the terms of the original Statements. This is evidenced by Dr. Shields' October 26, 2022, email to Interim President Ronald A. Johnson, in which he advised that Protiviti had prepared and signed Amended Statements of Work that extend its services from October 1, 2022, through December 16, 2022. Due to the necessary functions that Protiviti staff members were performing for the University, they were asked to continue working past the original September 30, 2022, end date and are still working at the University today.

To enable the University to pay outstanding invoices for the services Protiviti performed after September 30, 2022, and to retain Protiviti for any services deemed vital for the institution's financial well-being, the University asks the Executive Committee to approve Protiviti's Amended Statements of Work. The Amended Statements of Work do



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

not obligate the University to pay all of Protiviti's listed fees; they are only estimates, and the University will only incur fees for work approved of and actually performed.

According to Protiviti's Amended Statements of Work, the University can expect to incur additional fees totaling \$208,390 for "Audit Readiness Support," \$57,750 for "Finance and Accounting Support," and \$45,476 for "Accounts Reconciliations Support." However, Ms. Tonya Walker, the University's Controller, has notified administration that Protiviti now believes the University will incur additional fees of \$274,290 for the "Audit Readiness Support" project, \$57,750 for the "Finance and Accounting Support" project, and \$61,600 for the "Accounts Reconciliations Support" project. Ms. Walker also provided an update on the amounts remaining in the original budgets for each Statement of Work, advising that \$65,971.69 remain in the "Audit Readiness Support" budget, that \$16,124.40 remain in the "Accounts Reconciliations Support" budget, and that there is an overage of \$2,777.50 on the "Finance and Accounting Support" budget.

Accordingly, when taking into account the original budget balances, the estimated total additional fees of \$393,640 can be reduced by the net amount of \$79,318.59. Therefore, the University requests the Executive Committee to approve additional expenditures of \$314,321.41. The University intends to use E&G funds to pay for the \$106,003.10 in additional fees incurred for work performed relating to the "Finance and Accounting Support" and "Accounts Reconciliations Support" projects. The University intends to use funds from remaining proceeds of the \$23,000,000 loan provided by Commonwealth to pay for the \$208,318.31 in additional fees incurred for work performed relating to the "Audit Readiness Support" project.

BUDGETARY IMPLICATIONS:

Protiviti shall invoice Kentucky State University on a monthly basis for actual hours worked at an hourly rate not to exceed the rate contained in the Contract between the General Services Administration and Protiviti. Any out-of-pocket-expenses will be billed upon the actual amounts incurred. The total cost of the additional work shall not exceed \$314,321.41.

RECOMMENDATION:

Interim President Ronald A. Johnson recommends that the Executive Committee of the Kentucky State University Board of Regents approves the Amended Statements of Work.

MOTION:

Approve the Amended Statements of Work tendered by Protiviti Government Services, Inc.

STATEMENT OF WORK

This is a Statement of Work dated May 4, 2022, by and between Kentucky State University (“**Client**” or “**KYSU**”) and Protiviti Government Services, Inc. (“**ProGov**” or “**Protiviti**”). As agreed herein, this SOW incorporates the terms and conditions of ProGov’s U.S. General Services Administration (“GSA”) Schedule number GS-35F-0280X (the “GSA Schedule”).

1. Engagement Team Leaders and Project Staffing:

- Engagement Managing Director – Zachary Unger
- Engagement Associate Director – Emmily Hu

Upon establishing and confirming the project schedule and specific requirements of Protiviti resources with **Gerald D. Shields, Ph. D.**, Vice President of Finance and Administration/CFO, Client’s project sponsor, Protiviti will require at least two weeks’ notice prior to the effective date of any modification to the Protiviti personnel schedules.

2. Client’s Project Manager and Additional Client Contacts:

- Gerald D. Shields, Ph. D., Vice President of Finance and Administration/CFO

3. Name of Project: Audit Readiness Support

4. Project Description:

Protiviti shall provide to Client the Personnel based on Client’s resource requirements and specific personnel requests (“**Personnel**”). Client shall provide day-to-day supervision, oversight and direction of the Personnel. Personnel shall provide the following Services: Audit Readiness Support. The parties may increase, reduce or change Personnel and/or Services by mutual written agreement.

Personnel shall report directly and exclusively to Client, and Client shall be solely responsible for reviewing and approving any and all work performed by Personnel. Personnel shall observe Client’s reasonable policies regarding working conditions and business hours, to the extent such policies are made known to Personnel; provided that Protiviti’s sole responsibility for the refusal of any Personnel to observe such policies shall be to furnish Client with replacement Personnel who agree to observe such policies.

Personnel will provide Services commencing on May 9, 2022, and will provide the Services until approximately September 30, 2022. If, for any reason, any Personnel is unable to complete the service period, or if his (her) performance does not meet Client’s expectations, Protiviti will endeavor to provide a suitable replacement, subject to Client’s approval. If Protiviti is unable to identify a replacement acceptable to Client, this Agreement will be deemed to have automatically ended with respect to that individual, except that Client shall remain liable to Protiviti for Services of such Personnel prior to his/her termination.

Job Limitations

Client shall not permit or require Personnel (i) to sign contracts or statements, (ii) to make any final decisions regarding system design, software development or the acquisition of hardware or software, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or (v) to operate machinery (other than office machines) or automotive equipment.

Since Protiviti is not a professional accounting firm, Client agrees that it will not permit or require Personnel (a) to render an opinion on behalf of Protiviti or on Client’s behalf regarding financial

statements, (b) to sign the name of Protiviti on any document or (c) to sign their own names on financial statements or tax returns. Client agrees that it will provide safe working conditions.

Client shall establish and maintain controls to identify, detect and address actual or suspected fraud or misrepresentation related to any Client activity.

Protiviti shall not be liable or obligated to perform Services in excess of the maximum amount detailed in section 8 – “Fees”, below.

Reference Checks

Protiviti checks references for Personnel only by asking specific questions to select past employers with regard to skills and work history before placing Personnel on his or her first assignment. Protiviti does not engage in any verification process other than these reference checks (e.g., Protiviti does not screen for drug use, administer a medical exam or conduct a criminal background or credit check.), unless specifically requested by Client and agreed to by Protiviti in writing.

5. Start Date: May 9, 2022
6. Estimated End Date: September 30, 2022 unless otherwise modified or terminated in accordance with the terms of the Agreement.
7. Special Conditions:
 - a) Responsibility for Internal Controls. Client is solely responsible for establishing and maintaining its own effective internal control system, record keeping, management decision-making and other management functions. Client shall be fully and solely responsible for (i) applying independent business judgment with respect to the Services and the Deliverables, (ii) making any implementation decision related thereto, and (iii) determining further courses of action with respect to any matters addressed in any Deliverable or Service.
 - b) Responsibility for Information. Protiviti shall be entitled to rely on all information provided by, and the decisions and approvals of, Client in connection with Protiviti’s work hereunder. Client hereby releases Protiviti and its personnel from any liability and costs relating to the Services to the extent that such liability and costs are attributable to any information provided, or decisions or approvals made, by Client personnel that were not complete, accurate or current.
 - c) No Third-Party Beneficiaries. This Agreement has been entered into solely between Client and Protiviti, and no third-party beneficiaries are created hereby.
 - d) Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, Client and Protiviti agree that, regardless of the legal theory asserted (including, but not limited to, breach of contract, warranty, negligence or tort): (i) Protiviti’s entire liability to Client or any person asserting claims on behalf of or in the name of Client will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, the total amount of fees paid to Protiviti under the Statement of Work that is the subject of the claim, provided that this subsection (i) shall not apply to Protiviti’s indemnification obligations under this Agreement; and (ii) neither party shall be liable to the other party or any person asserting claims on behalf of or in the name of the other party for consequential, indirect, incidental, punitive or special damages of any nature suffered by Client or Protiviti (including, but not limited to, lost profits or business opportunity costs), even if the parties have been advised of the possibility of such damages, provided that this subsection (ii) shall not apply to any indemnification obligations under the Agreement.
 - e) Engagement Team Restrictions. If for any reason any of the employees or subcontractors designated in the applicable Statement of Work is not able to complete this engagement, Protiviti will provide employees or subcontractors with similar qualifications and experience

to complete the assignment. For a period commencing as of the date of this Agreement and ending one (1) year from the date that a Protiviti employee or subcontractor personnel stops providing Services to Client under this Agreement, neither Client nor any of its affiliates shall hire or solicit such individual. If Client hires or solicits any such Protiviti employee within the proscribed time period above, Client shall pay Protiviti a fee equal to 35% of the annual salary of such individual as a conversion fee.

- f) Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROTIVITI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- g) Non-CPA Status. Client understands that Protiviti is not a public accounting firm and does not issue opinions on financial statements or offer any attestation services.
- h) Regulatory Compliance. Client acknowledges and agrees that it is responsible for its own legal representation and guidance related to the Services or Deliverables, and that it will consult its own legal resources before acting upon any Services or Deliverables. Client further acknowledges and agrees that Protiviti is not a law firm and is not providing legal advice or analysis and that Protiviti has not engaged legal counsel with respect to the Services or Deliverables.
- i) Distribution of Deliverables. Deliverables or other documents or materials that are provided by Protiviti that are Protiviti-branded or marked as being authored by Protiviti, or Deliverables or other documents or materials that, based on the circumstances, context or any related communications, would lead a reasonable reader to understand that Protiviti produced, authored or contributed to such Deliverables, documents or materials (collectively, "Branded Deliverables") are for the use and benefit of Client only and not for any other party (each a "Third Party"), including, but not limited to, Client's affiliates, shareholders, business partners, contractors or advisors. If Client desires to disclose Branded Deliverables, or make reference to Protiviti, to any Third Party (other than Client's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), Client will obtain Protiviti's prior written approval and, if requested by Protiviti, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to Protiviti. Protiviti accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any Deliverables, including, but not limited to, Branded Deliverables. Notwithstanding the foregoing, Client may disclose and distribute Deliverables if, and solely to the extent that, disclosure is required by the applicable public records act and Client receives a request for such disclosure; provided, that Client provides Protiviti with prior written notice of such intended disclosure in sufficient time to allow Protiviti to seek confidential treatment of such information.
- j) Proprietary Rights in Deliverables and Data. Subject to the terms of this Agreement, including Section 7(i) (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti agrees that Client shall own the copyright in the Deliverables, excluding any Protiviti Proprietary Materials (as defined below) and any third-party software that is incorporated into the Deliverables. Client acknowledges that as part of performing Services, Protiviti may utilize proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) which have been originated or developed by Protiviti, or which have been purchased by, or licensed to, Protiviti (collectively, "Protiviti Proprietary Materials"). Client agrees that Protiviti retains all right, title, and interest in the Protiviti Proprietary Materials. Subject to the terms of this Agreement, including Section 7(i) (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti grants and Client accepts a nonexclusive,

nontransferable license to use the Protiviti Proprietary Materials solely to the extent necessary to make use of the Deliverables as contemplated by the applicable Statement of Work.

8. Fees:

Protiviti will issue invoices on at least a monthly basis for actual hours and expenses incurred. All invoices are due upon receipt. Should any invoice remain unpaid for more than (30) days after the due date or date of invoice, as applicable, interest shall be paid at a rate equal to the lower of one and one-half (1.5%) per month or the highest rate permitted by applicable law.

The following rates will be applied for all time incurred at each level detailed below:

Protiviti Resources					
Level	GSA PSS Labor Category	GSA PSS Rate	KYSU Rate	Estimated Hours	Estimated Fees
Managing Director	Executive Management Consultant III	\$339.22	\$385.00	76 – 84	\$29,260 – 32,340
Associate Director	Executive Management Consultant II	\$287.67	\$250.00	728 – 808	\$182,000 – 202,000
Senior Consultant	Executive Management Consultant I	\$184.74	\$180.00	668 – 748	\$120,240 – 134,640
Robert Half Resources					
Level	GSA PSS Labor Category	GSA PSS Rate	KYSU Rate	Estimated Hours	Estimated Fees
Senior Accountant	Analyst II	\$109.56	\$100.00	728 – 808	\$72,800 – 80,800
Total				2,200 – 2,448	\$404,300 – 449,780

Out-of-pocket expenses will be billed in addition to our professional fees based upon actual amounts incurred. Protiviti will make available supporting expenses documentation upon request.

Client shall pay promptly and understands that payment by Client to Protiviti is a material term of this Agreement. Protiviti may, without any liability whatsoever, stop work, suspend or terminate any or all Services in the event of non-payment by Client. Protiviti agrees to provide 5 days' notice to Client of any stop work, suspension or termination of Services and shall permit Client the opportunity to cure any non-payment issue within 5 days after delivery of notice to Client by Protiviti. In the event Client fails to cure any non-payment issue, Protiviti shall have the right, in its sole discretion, to maintain the stop work or suspension, or to immediately terminate this Agreement and/or any Services, in full or in part, without any liability to the Protiviti whatsoever and without waiver of any rights or remedies available to Protiviti under applicable law.

9. Deliverables: Work papers per Client's specific templates and instructions

10. Address for notice (if different or additional to those set forth above): N/A

11. Incorporation of GSA Schedule Terms:

This SOW incorporates herein all the terms and conditions of ProGov's GSA Schedule as it restated herein. In the event of a conflict between the terms and conditions of the GSA Schedule and this SOW the controlling document shall be this SOW.

Executed this _____ day of _____, 2022.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI GOVERNMENT SERVICES, INC.

KENTUCKY STATE UNIVERSITY

By: _____
Carol Beaumier
President

By: _____
Gerald D. Shields, Ph.D.
Vice President of Finance and
Administration/CFO

KENTUCKY STATE UNIVERSITY

OFFICE OF GENERAL COUNSEL

Approved as to form only

Signature: Boach K. Lang

Date: 05/04/2022

AMENDMENT TO STATEMENT OF WORK

This is an Amendment to the Statement of Work with effective date of May 4, 2022 (the “SOW” or “Statement of Work”), by and between Kentucky State University (“KYSU” or “Client”) and Protiviti Government Services, Inc. (“ProGov” or “Protiviti”). As with the underlying SOW, this Amendment incorporates the terms and conditions of ProGov’s U.S. General Services Administration (“GSA”) Schedule number GS-35F-0280X (the “GSA Schedule”). This document amends and does not substitute the original SOW and all terms of the SOW shall cover this Amendment. This Amendment shall begin upon its complete execution and shall terminate on approximately December 16, 2022 with the underlying SOW, unless the SOW is further amended.

This document details the adjusted end date and estimated additional fees for the 2021 and 2022 Audit Readiness Support efforts.

1) Estimated End Date:

The estimated end date will be on approximately December 16, 2022

2) Estimated Additional Fees

The estimated fees associated with the SOW is modified to include services through to the estimated end date, as detailed below.

Level	GSA Schedule Labor Category	GSA Schedule Rate	KYSU Rate	Estimated Hours	Estimated Fees
Protiviti Resources					
Managing Director	Executive Management Consultant III	\$339.22	\$385.00	44	\$16,940
Associate Director	Executive Management Consultant II	\$287.67	\$250.00	320	\$80,000
Senior Consultant	Executive Management Consultant I	\$184.74	\$180.00	540	\$97,200
Robert Half Resources					
Senior Accountant	Analyst II	\$109.56	\$100	495	\$49,500
Subtotal				1,399	\$243,640
Estimated Travel Expenses					\$30,650
Budget Remaining from original SOW					(\$65,900)
Total Additional Budget					\$208,390

Executed this _____ day of October 2022.

PROTIVITI GOVERNMENT SERVICES, INC.

KENTUCKY STATE UNIVERSITY

By: 
_____ **John Owen**
Managing Vice President

By: _____ **Dr. Ronald A. Johnson**
Interim President

STATEMENT OF WORK

This is a Statement of Work dated June 24, 2022, by and between Kentucky State University (“Client” or “KYSU”) and Protiviti Government Services, Inc. (“ProGov” or “Protiviti”). As agreed herein, this SOW incorporates the terms and conditions of ProGov’s U.S. General Services Administration (“GSA”) Schedule number GS-35F-0280X (the “GSA Schedule”).

1. Engagement Team Leaders and Project Staffing:
 - a) Engagement Managing Director – Zachary Unger
 - b) Engagement Associate Director – Emmily Hu
 - c) Robert Half Resource – Sandy Adams

Protiviti will work to staff the engagement based on Client’s resource requirements and specific personnel requests.

Upon establishing and confirming the project schedule and specific requirements of Protiviti resources with **Gerald D. Shields, Ph. D.**, Vice President of Finance and Administration/CFO, Client’s project sponsor, Protiviti will require at least two weeks’ notice prior to the effective date of any modification to the Protiviti personnel schedules.

2. Client’s Project Manager and Additional Client Contacts:
 - a) Gerald D. Shields, Ph. D., Vice President of Finance and Administration/CFO

3. Name of Project: Finance and Accounting Support

4. Project Description:

Protiviti shall provide to Client the Personnel based on Client’s resource requirements and specific personnel requests (“Personnel”). Client shall provide day-to-day supervision, oversight and direction of the Personnel. Personnel shall provide the following Services: Finance and Accounting Support. The parties may increase, reduce or change Personnel and/or Services by mutual written agreement.

Personnel shall report directly and exclusively to Client, and Client shall be solely responsible for reviewing and approving any and all work performed by Personnel. Personnel shall observe Client’s reasonable policies regarding working conditions and business hours, to the extent such policies are made known to Personnel; provided that Protiviti’s sole responsibility for the refusal of any Personnel to observe such policies shall be to furnish Client with replacement Personnel who agree to observe such policies.

Personnel will provide Services commencing on June 28, 2022 and will provide the Services until approximately September 30, 2022. If, for any reason, any Personnel is unable to complete the service period, or if his (her) performance does not meet Client’s expectations, Protiviti will endeavor to provide a suitable replacement, subject to Client’s approval. If Protiviti is unable to identify a replacement acceptable to Client, this Agreement will be deemed to have automatically ended with respect to that individual, except that Client shall remain liable to Protiviti for Services of such Personnel prior to his/her termination.

Job Limitations

Client shall not permit or require Personnel (i) to sign contracts or statements, (ii) to make any final decisions regarding system design, software development or the acquisition of hardware or software, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise

convey cash, securities, checks, or any negotiable instruments or valuables, or (v) to operate machinery (other than office machines) or automotive equipment.

Since Protiviti is not a professional accounting firm, Client agrees that it will not permit or require Personnel (a) to render an opinion on behalf of Protiviti or on Client's behalf regarding financial statements, (b) to sign the name of Protiviti on any document or (c) to sign their own names on financial statements or tax returns. Client agrees that it will provide safe working conditions.

Client shall establish and maintain controls to identify, detect and address actual or suspected fraud or misrepresentation related to any Client activity.

Protiviti shall not be liable or obligated to perform Services in excess of the maximum amount detailed in Section 8 – "Fees", below.

Reference Checks

Protiviti checks references for Personnel only by asking specific questions to select past employers with regard to skills and work history before placing Personnel on his or her first assignment. Protiviti does not engage in any verification process other than these reference checks (e.g., Protiviti does not screen for drug use, administer a medical exam or conduct a criminal background or credit check.), unless specifically requested by Client and agreed to by Protiviti in writing.

5. Start Date: June 28, 2022
6. Estimated End Date: Approximately September 30, 2022
7. Special Conditions:
 - a) Responsibility for Internal Controls. Client is solely responsible for establishing and maintaining its own effective internal control system, record keeping, management decision-making and other management functions. Client shall be fully and solely responsible for (i) applying independent business judgment with respect to the Services and the Deliverables, (ii) making any implementation decision related thereto, and (iii) determining further courses of action with respect to any matters addressed in any Deliverable or Service.
 - b) Responsibility for Information. Protiviti shall be entitled to rely on all information provide by, and the decisions and approvals of, Client in connection with Protiviti's work hereunder. Client hereby releases Protiviti and its personnel from any liability and costs relating to the provided, or decisions or approvals made, by Client personnel that were not complete, accurate or current.
 - c) No Third-Party Beneficiaries. This Agreement has been entered into solely between Client and Protiviti, and no third-party beneficiaries are created hereby.
 - d) Limitation of Liability. Notwithstanding anything to the contrary on this Agreement, Client and Protiviti agree that, regardless of the legal theory asserted (including, but not limited to, breach of contract, warranty, negligence or tort): (i) Protiviti's entire liability to Client or any person asserting claims on behalf of or in the name of Client will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, the total amount of fees paid to Protiviti under the Statement of Work that is the subject of the claim, provided that this subsection (i) shall not apply to Protiviti's indemnification obligations under this Agreement; and (ii) neither party shall be liable to the other party or any person asserting claims on behalf of or in the name of the other party for consequential, indirect, incidental, punitive or special damages of any nature suffered by Client or Protiviti (including, but not limited to, lost profits or business opportunity costs), even if the parties have been advised of the possibility of such damages, provided that this subsection (ii) shall not apply to any indemnification obligation under the Agreement.

- e) Engagement Team Restrictions. If for any reason any of the employees or subcontractors designated in the applicable Statement of Work is not able to complete this engagement, Protiviti will provide employees or subcontractors with similar qualifications and experience to complete the assignment. For a period commencing as of the date of this Agreement and ending one (1) year from the date that a Protiviti employee or subcontractor personnel stops providing Services to Client under this Agreement, neither Client nor any of its affiliates shall hire or solicit such individual. If Client hires or solicits any such Protiviti employee within the proscribed time period above, Client shall pay Protiviti a fee equal to 35% of the annual salary of such individual as a conversion fee.
- f) Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROTIVITI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- g) Non-CPA Status. Client understands that Protiviti is not a public accounting firm and does not issue opinions on financial statements or offer any attestation services.
- h) Regulatory Compliance. Client acknowledges and agrees that it is responsible for its own legal representation and guidance related to the Services or Deliverable, and that it will consult its own legal resources before acting upon any Services or Deliverables. Client further acknowledges and agrees that Protiviti is not a law firm and is not providing legal advice or analysis and that Protiviti has not engaged legal counsel with respect to the Services or Deliverables.
- i) Distribution of Deliverables. Deliverables or other documents or materials that are provided by Protiviti that are Protiviti-branded or marked as being authored by Protiviti, or Deliverables or other documents or materials that, based on the circumstances, context or any related communications, would lead a reasonable reader to understand that Protiviti produced, authored or contributed to such Deliverables, documents or materials (collectively, "Branded Deliverables") are for the use and benefit of Client only and not for any other party (each a "Third Party"), including, but not limited to, Client's affiliates, shareholders, business partners, contractors or advisors. If client desires to disclose Branded Deliverables, or make reference to Protiviti, to any Third Party (other than Client's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), Client will obtain Protiviti's prior written approval and, if requested by Protiviti, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to Protiviti. Protiviti accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any Deliverables, including, but not limited to, Branded Deliverables. Notwithstanding the foregoing, Client may disclose and distribute Deliverables if, and solely to the extent that, disclosure is required by the applicable public records act and Client receives a request for such disclosure; provided, that Client provides Protiviti with prior written notice of such intended disclosure in sufficient time to allow Protiviti to seek confidential treatment of such information.
- j) Proprietary Rights in Deliverables and Data. Subject to the terms of this Agreement, included Section 7(i) (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti agrees that Client shall own the copyright in the Deliverables, excluding any Protiviti Proprietary Materials (as defined below) and any third-party software that is incorporated into the Deliverables. Client acknowledges that as part of performing Services, Protiviti may utilize proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) which have been originated or developed by Protiviti, or which have been purchased by, or licensed to, Protiviti (collectively, "Protiviti Proprietary Materials"). Client agrees that Protiviti retains

all right, title, and interest in the Protiviti Proprietary Material. Subject to the terms of this Agreement, including Section 7(i) (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti grants and Client accepts a nonexclusive, nontransferable license to use the Protiviti Proprietary Materials solely to the extent necessary to make use of the Deliverables as contemplated by the applicable Statement of Work.

8. Fees:

Protiviti will issue invoices on at least a monthly basis for actual hours and expenses incurred. All invoices are due upon receipt. Should any invoice remain unpaid for more than (30) days after the due date or date of invoice, as applicable, interest shall be paid at a rate equal to the lower of one and one-half (1.5%) per month or the highest rate permitted by applicable law.

The following rate(s) will be applied for all time incurred at each level detailed below:

Level	GSA PSS Labor Category	GSA PSS Rate	KYSU Rate	Estimated Hours	Estimated Fees
Accounting Manager	Project Manager	\$118.91	\$110.00	520	\$57,200

Out-of-pocket expenses will be billed in addition to our professional fees based upon actual amounts incurred. Protiviti will make available supporting expenses documentation upon request.

Client shall pay promptly and understands that payment by Client to Protiviti is a material term of this Agreement. Protiviti may, without any liability whatsoever, stop work, suspend or terminate any or all Services in the event of non-payment by Client. Protiviti agrees to provide 5 days' notice to Client of any stop work, suspension or termination of Services and shall permit Client the opportunity to cure any non-payment issue within 5 days after delivery of notice to Client by Protiviti. In the event Client fails to cure any non-payment issue, Protiviti shall have the right, in its sole discretion, to maintain the stop work or suspension, or to immediately terminate this Agreement and/or any Services, in full or in part, without any liability to the Protiviti whatsoever and without waiver of any rights or remedies available to Protiviti under applicable law.

9. Deliverables: Work papers per Client's specific templates and instructions

10. Address for notice (if different or additional to those set forth above): N/A

11. Incorporation of GSA Schedule Terms:


This SOW incorporates herein all the terms and conditions of ProGov's GSA Schedule as it restated herein. In the event of a conflict between the terms and conditions of the GSA Schedule and this SOW the controlling document shall be this SOW.


Executed this 15th day of July, 2022.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI GOVERNMENT SERVICES, INC.

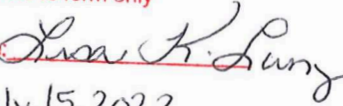
KENTUCKY STATE UNIVERSITY

By: 
John Owen
Managing Vice President

By: 
Dr. Ronald A. Johnson
Interim President

KENTUCKY STATE UNIVERSITY
OFFICE OF GENERAL COUNSEL

Approved as to form only

Signature: 
Date: July 15, 2022

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

Approved

Board Meeting Date: July 15, 2022

AMENDMENT TO STATEMENT OF WORK

This is an Amendment to the Statement of Work with effective date of June 24, 2022 (the “SOW” or “Statement of Work”), by and between Kentucky State University (“KYSU” or “Client”) and Protiviti Government Services, Inc. (“ProGov” or “Protiviti”). As with the underlying SOW, this Amendment incorporates the terms and conditions of ProGov’s U.S. General Services Administration (“GSA”) Schedule number GS-35F-0280X (the “GSA Schedule”). This document amends and does not substitute the original SOW and all terms of the SOW shall cover this Amendment. This Amendments shall begin upon its complete execution and shall terminate on approximately December 16, 2022 with the underlying SOW, unless the SOW is further amended.

This document details the adjusted end date and estimated additional fees for the Finance and Accounting Support efforts.

1) Estimated End Date:

The estimated end date will be on approximately December 16, 2022

2) Estimated Additional Fees

The estimated fees associated with the SOW is modified to include services through to the estimated end date, as detailed below.

Level	GSA Schedule Labor Category	GSA Schedule Rate	KYSU Rate	Estimated Hours	Estimated Fees
Accounting Manager	Project Manager	\$118.91	\$110.00	525	\$57,750

Executed this _____ day of October 2022.

PROTIVITI GOVERNMENT SERVICES, INC.

KENTUCKY STATE UNIVERSITY

By: 
_____ **John Owen**
Managing Vice President

By: _____ **Dr. Ronald A. Johnson**
Interim President

STATEMENT OF WORK

This is a Statement of Work dated July 27, 2022, by and between Kentucky State University ("Client" or "KYSU") and Protiviti Government Services, Inc. ("ProGov" or "Protiviti"). As agreed herein, this SOW incorporates the terms and conditions of ProGov's U.S. General Services Administration ("GSA") Schedule number GS-35F-0280X (the "GSA Schedule").

1. Engagement Team Leaders and Project Staffing:
 - a) Engagement Managing Director – Zachary Unger
 - b) Engagement Associate Director – Emmily Hu
 - c) Senior Accountant – Rhonda Brooks
 - d) Accountant – Sean Smith

Protiviti will work to staff the engagement based on Client's resource requirements and specific personnel requests.

Upon establishing and confirming the project schedule and specific requirements of Protiviti resources with **Gerald D. Shields, Ph. D.**, Vice President of Finance and Administration/CFO, Client's project sponsor, Protiviti will require at least two weeks' notice prior to the effective date of any modification to the Protiviti personnel schedules.

2. Client's Project Manager and Additional Client Contacts:
 - a) Gerald D. Shields, Ph. D., Vice President of Finance and Administration/CFO

3. Name of Project: Accounts Reconciliations Support

4. Project Description:

Protiviti shall provide to Client the Personnel based on Client's resource requirements and specific personnel requests ("Personnel"). Client shall provide day-to-day supervision, oversight and direction of the Personnel. Personnel shall provide the following Services: Finance and Accounting Support. The parties may increase, reduce or change Personnel and/or Services by mutual written agreement.

Personnel shall report directly and exclusively to Client, and Client shall be solely responsible for reviewing and approving any and all work performed by Personnel. Personnel shall observe Client's reasonable policies regarding working conditions and business hours, to the extent such policies are made known to Personnel; provided that Protiviti's sole responsibility for the refusal of any Personnel to observe such policies shall be to furnish Client with replacement Personnel who agree to observe such policies.

Personnel will provide Services commencing on August 8, 2022 and will provide the Services until approximately September 30, 2022. If, for any reason, any Personnel is unable to complete the service period, or if his (her) performance does not meet Client's expectations, Protiviti will endeavor to provide a suitable replacement, subject to Client's approval. If Protiviti is unable to identify a replacement acceptable to Client, this Agreement will be deemed to have automatically ended with respect to that individual, except that Client shall remain liable to Protiviti for Services of such Personnel prior to his/her termination.

Job Limitations

Client shall not permit or require Personnel (i) to sign contracts or statements, (ii) to make any final decisions regarding system design, software development or the acquisition of hardware or

software, (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or (v) to operate machinery (other than office machines) or automotive equipment.

Since Protiviti is not a professional accounting firm, Client agrees that it will not permit or require Personnel (a) to render an opinion on behalf of Protiviti or on Client's behalf regarding financial statements, (b) to sign the name of Protiviti on any document or (c) to sign their own names on financial statements or tax returns. Client agrees that it will provide safe working conditions.

Client shall establish and maintain controls to identify, detect and address actual or suspected fraud or misrepresentation related to any Client activity.

Protiviti shall not be liable or obligated to perform Services in excess of the maximum amount detailed in Section 8 – "Fees", below.

Reference Checks

Protiviti checks references for Personnel only by asking specific questions to select past employers with regard to skills and work history before placing Personnel on his or her first assignment. Protiviti does not engage in any verification process other than these reference checks (e.g., Protiviti does not screen for drug use, administer a medical exam or conduct a criminal background or credit check.), unless specifically requested by Client and agreed to by Protiviti in writing.

5. Start Date: August 8, 2022
6. Estimated End Date: Approximately September 30, 2022
7. Special Conditions:
 - a) Responsibility for Internal Controls. Client is solely responsible for establishing and maintaining its own effective internal control system, record keeping, management decision-making and other management functions. Client shall be fully and solely responsible for (i) applying independent business judgment with respect to the Services and the Deliverables, (ii) making any implementation decision related thereto, and (iii) determining further courses of action with respect to any matters addressed in any Deliverable or Service.
 - b) Responsibility for Information. Protiviti shall be entitled to rely on all information provide by, and the decisions and approvals of, Client in connection with Protiviti's work hereunder. Client hereby releases Protiviti and its personnel from any liability and costs relating to the provided, or decisions or approvals made, by Client personnel that were not complete, accurate or current.
 - c) No Third-Party Beneficiaries. This Agreement has been entered into solely between Client and Protiviti, and no third-party beneficiaries are created hereby.
 - d) Limitation of Liability. Notwithstanding anything to the contrary on this Agreement, Client and Protiviti agree that, regardless of the legal theory asserted (including, but not limited to, breach of contract, warranty, negligence or tort): (i) Protiviti's entire liability to Client or any person asserting claims on behalf of or in the name of Client will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, the total amount of fees paid to Protiviti under the Statement of Work that is the subject of the claim, provided that this subsection (i) shall not apply to Protiviti's indemnification obligations under this Agreement; and (ii) neither party shall be liable to the other party or any person asserting claims on behalf of or in the name of the other party for consequential, indirect, incidental, punitive or special damages of any mature suffered by Client or Protiviti (including, but not limited to, lost profits or business opportunity costs), even if the parties have been advised of the possibility of such damages, provided that this subsection (ii) shall not apply to any indemnification obligation under the Agreement.

- e) Engagement Team Restrictions. If for any reason any of the employees or subcontractors designated in the applicable Statement of Work is not able to complete this engagement, Protiviti will provide employees or subcontractors with similar qualifications and experience to complete the assignment. For a period commencing as of the date of this Agreement and ending one (1) year from the date that a Protiviti employee or subcontractor personnel stops providing Services to Client under this Agreement, neither Client nor any of its affiliates shall hire or solicit such individual. If Client hires or solicits any such Protiviti employee within the proscribed time period above, Client shall pay Protiviti a fee equal to 35% of the annual salary of such individual as a conversion fee.
- f) Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROTIVITI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- g) Non-CPA Status. Client understands that Protiviti is not a public accounting firm and does not issue opinions on financial statements or offer any attestation services.
- h) Regulatory Compliance. Client acknowledges and agrees that it is responsible for its own legal representation and guidance related to the Services or Deliverable, and that it will consult its own legal resources before acting upon any Services or Deliverables. Client further acknowledges and agrees that Protiviti is not a law firm and is not providing legal advice or analysis and that Protiviti has not engaged legal counsel with respect to the Services or Deliverables.
- i) Distribution of Deliverables. Deliverables or other documents or materials that are provided by Protiviti that are Protiviti-branded or marked as being authored by Protiviti, or Deliverables or other documents or materials that, based on the circumstances, context or any related communications, would lead a reasonable reader to understand that Protiviti produced, authored or contributed to such Deliverables, documents or materials (collectively, "Branded Deliverables") are for the use and benefit of Client only and not for any other party (each a "Third Party"), including, but not limited to, Client's affiliates, shareholders, business partners, contractors or advisors. If client desires to disclose Branded Deliverables, or make reference to Protiviti, to any Third Party (other than Client's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), Client will obtain Protiviti's prior written approval and, if requested by Protiviti, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to Protiviti. Protiviti accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any Deliverables, including, but not limited to, Branded Deliverables. Notwithstanding the foregoing, Client may disclose and distribute Deliverables if, and solely to the extent that, disclosure is required by the applicable public records act and Client receives a request for such disclosure; provided, that Client provides Protiviti with prior written notice of such intended disclosure in sufficient time to allow Protiviti to seek confidential treatment of such information.
- j) Proprietary Rights in Deliverables and Data. Subject to the terms of this Agreement, included Section 7(i) (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti agrees that Client shall own the copyright in the Deliverables, excluding any Protiviti Proprietary Materials (as defined below) and any third-party software that is incorporated into the Deliverables. Client acknowledges that as part of performing Services, Protiviti may utilize proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) which have been originated or developed by Protiviti, or which have been purchased by, or licensed to, Protiviti (collectively, "Protiviti Proprietary Materials"). Client agrees that Protiviti retains

all right, title, and interest in the Protiviti Proprietary Material. Subject to the terms of this Agreement, including Section 7(i) (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti grants and Client accepts a nonexclusive, nontransferable license to use the Protiviti Proprietary Materials solely to the extent necessary to make use of the Deliverables as contemplated by the applicable Statement of Work.

8. Fees:

Protiviti will issue invoices on at least a monthly basis for actual hours and expenses incurred. All invoices are due upon receipt. Should any invoice remain unpaid for more than (30) days after the due date or date of invoice, as applicable, interest shall be paid at a rate equal to the lower of one and one-half (1.5%) per month or the highest rate permitted by applicable law.

The following rate(s) will be applied for all time incurred at each level detailed below:

Level	GSA Schedule Labor Category	GSA Schedule Rate	KYSU Rate	Estimated Hours	Estimated Fees
Senior Accountant	Analyst II	\$109.56	\$80.00	320	\$25,600
Accountant	Analyst I	\$74.07	\$60.00	320	\$19,200
Total				640	\$44,800

Out-of-pocket expenses will be billed in addition to our professional fees based upon actual amounts incurred. Protiviti will make available supporting expenses documentation upon request.

Client shall pay promptly and understands that payment by Client to Protiviti is a material term of this Agreement. Protiviti may, without any liability whatsoever, stop work, suspend or terminate any or all Services in the event of non-payment by Client. Protiviti agrees to provide 5 days' notice to Client of any stop work, suspension or termination of Services and shall permit Client the opportunity to cure any non-payment issue within 5 days after delivery of notice to Client by Protiviti. In the event Client fails to cure any non-payment issue, Protiviti shall have the right, in its sole discretion, to maintain the stop work or suspension, or to immediately terminate this Agreement and/or any Services, in full or in part, without any liability to the Protiviti whatsoever and without waiver of any rights or remedies available to Protiviti under applicable law.

- 9. Deliverables: Work papers per Client's specific templates and instructions
- 10. Address for notice (if different or additional to those set forth above): N/A
- 11. Incorporation of GSA Schedule Terms:

This SOW incorporates herein all the terms and conditions of ProGov's GSA Schedule as it restated herein. In the event of a conflict between the terms and conditions of the GSA Schedule and this SOW the controlling document shall be this SOW.

Executed this 2d day of August, 2022.

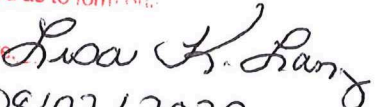
All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI GOVERNMENT SERVICES, INC.

KENTUCKY STATE UNIVERSITY

By: 
John Owen
Managing Vice President

By: 
Dr. Ronald A. Johnson
Interim President

KENTUCKY STATE UNIVERSITY
OFFICE OF GENERAL COUNSEL
Approved as to form on:
Signature: 
Date: 08/02/2022

AMENDMENT TO STATEMENT OF WORK

This is an Amendment to the Statement of Work with effective date of July 27, 2022 (the “SOW” or “Statement of Work”), by and between Kentucky State University (“KYSU” or “Client”) and Protiviti Government Services, Inc. (“ProGov” or “Protiviti”). As with the underlying SOW, this Amendment incorporates the terms and conditions of ProGov’s U.S. General Services Administration (“GSA”) Schedule number GS-35F-0280X (the “GSA Schedule”). This document amends and does not substitute the original SOW and all terms of the SOW shall cover this Amendment. This Amendment shall begin upon its complete execution and shall terminate on approximately December 16, 2022 with the underlying SOW, unless the SOW is further amended.

This document details the adjusted end date and estimated additional fees for the Accounts Reconciliations Support efforts.

1) Estimated End Date:

The adjusted estimated end date will be on approximately December 16, 2022

2) Estimated Additional Fees


The estimated fees associated with the SOW is modified to include services through to the estimated end date, as detailed below.

Level	GSA Schedule Labor Category	GSA Schedule Rate	KYSU Rate	Estimated Hours	Estimated Fees
Senior Accountant	Analyst II	\$109.56	\$80.00	440	\$35,200
Accountant	Analyst I	\$74.07	\$60.00	440	\$26,400
Subtotal				880	\$61,600
Budget Remaining from original SOW					(\$16,124)
Total Additional Budget					\$45,476

Executed this _____ day of October 2022.

PROTIVITI GOVERNMENT SERVICES, INC.

KENTUCKY STATE UNIVERSITY

By: 
_____ **John Owen**
Managing Vice President

By: _____ **Dr. Ronald A. Johnson**
Interim President



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4C

ACTION ITEM:

Approval of pending personnel actions.

FACTS:

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

BUDGETARY IMPLICATIONS:

Kentucky State University's Budget Office has approved all proposed positions and salary ranges.

RECOMMENDATION:

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

MOTION:

Approve the pending personnel actions.

Grant-Funded Position Vacancy Authorization					
Position Title	Department	Annual Salary *	Fringe Benefits (38%)	Total Compensation	New/Existing
Talent Acquisition Specialist (\$40,000-\$45,000)	College of Agriculture, Community, and the Sciences	\$ 55,000	\$ 20,900	\$ 75,900	New
Health and Safety Coordinator (\$45,000-\$55,000) 50% Grant-Funded	College of Agriculture, Community, and the Sciences	\$ 55,000	\$ 20,900	\$ 75,900	Existing
Health and Safety Manager (\$65,000 - \$75,000) 50% Grant-Funded	College of Agriculture, Community, and the Sciences	\$ 75,000	\$ 28,500	\$ 103,500	Existing
Small Ruminant Manager (\$45,000 - \$55,000)	College of Agriculture, Community, and the Sciences	\$ 55,000	\$ 20,900	\$ 75,900	New
SNAP-Ed Program Assistant Rowan County (\$18.00/hour)	College of Agriculture, Community, and the Sciences	\$ 35,100	\$ 13,338	\$ 48,438	Existing
Extension Fine Arts Northern Region (\$45,000-\$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	New
Community Resource Development Agent -North (\$45,000-\$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	New
Community Resource Development Disaster Educator - North (\$45,000 - \$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	New
Research and Extension Associate in Health Equity (\$45,000-\$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	Existing
Extension Instructional Designer in Continuing Education (\$45,000-\$60,000)	College of Agriculture, Community, and the Sciences	\$ 60,000	\$ 22,800	\$ 82,800	New
Research Associate - Aquaculture Nutrition (\$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	New
Grant Accountant I (\$40,000-\$45,000)	College of Agriculture, Community, and the Sciences	\$ 45,000	\$ 17,100	\$ 62,100	Existing
Nutrition Technician (\$18.00 per hour)	College of Agriculture, Community, and the Sciences	\$ 37,440	\$ 14,227	\$ 51,667	New
State Specialist in Livestock Production (\$55,000-\$70,000)	College of Agriculture, Community, and the Sciences	\$ 70,000	\$ 26,600	\$ 96,600	New
Accounts Payable Clerk (\$18.46 per hour)	College of Agriculture, Community, and the Sciences	\$ 35,997	\$ 13,679	\$ 49,676	Existing
Coordinator of Fermentation and Distillation Sciences (\$45,000-\$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	New
Coordinator of Land Grant Programs (\$42,000-\$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	Existing
State Specialist of Sustainability of Small Farms (\$55,000-\$70,000)	College of Agriculture, Community, and the Sciences	\$ 70,000	\$ 26,600	\$ 96,600	New

Fiscal and Compliance Director (\$67,000-\$72,000)	College of Agriculture, Community, and the Sciences	\$ 72,000	\$ 27,360	\$ 99,360	New
Grants and Sponsored Programs Coordinator (\$42,000-\$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	New
Video Production Specialist (\$65,000)	College of Agriculture, Community, and the Sciences	\$ 65,000	\$ 24,700	\$ 89,700	New
Facility and Event Coordinator (\$42,000-\$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	New
Research and Extension Associate in Forestry (\$45,000-\$60,000)	College of Agriculture, Community, and the Sciences	\$ 60,000	\$ 22,800	\$ 82,800	New
Senior Research and Extension Associate in Agritechnology (\$55,000-\$65,000)	College of Agriculture, Community, and the Sciences	\$ 65,000	\$ 24,700	\$ 89,700	New
Program Leader in Workforce Development (\$80,000 to \$82,000)	College of Agriculture, Community, and the Sciences	\$ 82,000	\$ 31,160	\$ 113,160	New
Research Associate of Animal Science (\$42,000-\$50,000)	College of Agriculture, Community, and the Sciences	\$ 50,000	\$ 19,000	\$ 69,000	New
State Specialist of Community Nutrition Education (\$55,000-\$70,000)	College of Agriculture, Community, and the Sciences	\$ 70,000	\$ 26,600	\$ 96,600	New
Grants Specialist (\$55,000 - \$65,000)	College of Agriculture, Community, and the Sciences	\$ 65,000	\$ 24,700	\$ 89,700	New
Farm Tech - Part Time (\$18.00 per hour)	College of Agriculture, Community, and the Sciences	\$ 18,720	\$ 7,114	\$ 25,834	New
Total Cost		\$ 1,591,257	\$ 604,678	\$ 2,195,935	

E & G-Funded Position Vacancy Authorization

Position Title	Department	Annual Salary *	Fringe Benefits (38%)	Total Compensation	New/Existing	Justification **
Assistant Professor of Nursing (\$60,000-\$65,000)	College of Agriculture, Community, and the Sciences	\$ 65,000	\$ 24,700	\$ 89,700	Existing	Support the Mission of College of Agriculture, Community, and the Sciences
Total Cost		\$ 65,000	\$ 24,700	\$ 89,700		