BOARD OF REGENTS
for
KENTUCKY STATE UNIVERSITY

Meeting of the Board of Regents

Friday, August 7, 2026

10 a.m. EST

Julian M. Carroll Academic Services Building, 2nd Floor
400 East Main Street
Frankfort, Kentucky 40601

KENTUCKY STATE UNIVERSITY
MISSION STATEMENT

Providetransformative educational experiences to prepare graduates formaking meaningful contributions to society.

Kentucky State University is a public, research-comprehensive,historicallyblack, 1890 land grant institution.

KENTUCKY STATE UNIVERSITY
VISION STATEMENT

Foster Innovation and Inspire Leaders to Advance the Commonwealth and the World.

KENTUCKY STATE UNIVERSITY
CORE VALUES

- Compassion, Communication, Commitment, and Collaboration
- Ethical and Moral Responsibility
- Intentional Actions
- Excellence and Innovation
- Impactful Community Engagement
- HolisticProfessional Development

KENTUCKY STATE UNIVERSITY

INSTITUTIONAL OFFICERS

Dr. Koffi C. Akakpo
Nineteenth President

Dr. Michael D. Dailey
Provost andVice President of Division of Academic Affairs

Dr. Heather Bigard
Vice President of Finance and Administration / CFO

Mr. Michael R. DeCourcy
Vice President of Institutional Advancement and External Relations

Dr. Wendy D. Dixie
Vice President of Information Technology and Chie fof Staff

Mr. Adam Smith
Vice President of Enrollment Management & Student Success

Ms. Nicole Sergent
General Counsel

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

REGULAR MEETING

***** Meeting Will be Conducted in Person and Videoconference *****

Friday, August 7, 2026
10:00 am EST

Board of Regents Room
Julian M. Carroll Academic Services Building
2nd Floor, 400 East Main Street
Frankfort, Kentucky 40601
(Primary Physical Location)

Zoom Link: https://kysu.zoom.us/j/93267709813

Webinar ID: 932 6770 9813

One Tap Mobile: US: +16469313860,,93267709813# US
+13017158592,93267709813# US (Washington DC)

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1. Call to Order	**Regent Tammi Dukes** Board Chair
2. Roll Call	**Ms. Nicole Sergent** General Counsel
3. Consent Agenda	**Attorney Sergent**

A. Minutes from Previous Board and Committee Meetings

- **i.** May 28, 2026 Special Board Meeting
- **ii.** June 30, 2026 Special Board Meeting
- **iii.** June 12, 2026 Regular Board Meeting
- **iv.** June 11, 2026 Committee Meetings (Academic Affairs, Finance and Institutional Advancement, Student Affairs and Athletics)
- **v.** Southern Foods Request for Approval
- **vi.** Stratagon Request for Approval
- **vii.** Memorandum of Agreement between Kentucky State University and Kentucky Office of Vocational Rehabilitation

4. **CPE and KSU Collaboration** — **Dr. Aaron Thompson**, CPE President

5. **Approval of President's Employment Contract (Action Item)** — **Chair Dukes**

6. **Informational and Action Items**

   A. **SGA Report (Information Item)** — **SGA President**

   B. **Institutional Advancement and External Relations Updates** — **Mr. Michael DeCourcy**, VP of Institutional Advancement and External Relations

      i. **Investment Manager (Information Item)** — **Mr. David King**, Mariner

   C. **Finance & Administration Updates** — **Dr. Heather Bigard**, VP of Finance and Administration/CFO

      i. Fiscal Year 2025 Audit Update
      ii. Fiscal Year 2026 Financial Update
      iii. Capital Projects and Asset Preservation Pool (Action Item)
      iv. Approve CNC Machine Purchase (Action Item)

   D. **Academic Affairs Updates** — **Dr. Michael Dailey**, Provost and VP of Academic Affairs

   E. **Student Affairs Updates** — **Mr. Adam Smith**, VP of Enrollment Management & Student Success

7. **Closed session** — **Chair Dukes**

   A. Closed session pursuant to KRS 61.810(1)(c), (f) and (m) to discuss pending and possible litigation, personnel matters and to discuss records exempted from disclosure under KRS 61.878(1)(m).

8. **Reconvene in open session** — **Chair Dukes**

9. **Possible action from closed session** — **Chair Dukes**

10. **Closing remarks** — **Chair Dukes**

11. **Adjournment** — **Chair Dukes**

KENTUCKY STATE UNIVERSITY

BOARD OF REGENTS SPECIAL MEETING

Meeting was conducted in person and videoconference

Thursday, May 28, 2026
10:00 a.m. EST

Board of Regents Room
Julian M. Carroll Academic Services Building
2nd Floor, 400 East Main Street
Frankfort, Kentucky
40601

MINUTES

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1. **Call to Order**

- The Board of Regents' Chair, Regent Tammi Dukes, called the meeting to order at 10:07 a.m.

2. **Roll Call**

The Board's Secretary, Nicole Sergent, called the roll:

Regent Tammi Dukes	Present
Regent Edward Fields	Present
Regent Matthew Grimshaw	Present
Regent Edward Hatchett	Present
Regent Jason Moseley	Present
Regent Charles Moyer	Present
Regent Jonathan Rabinowitz	Not Present
Regent Robert Ramsey, Sr.	Present
Regent James Obielodan	Present
Regent Joan "Toni" Stringer	Present
Regent Cheyenne Rushing	Present

- Ten (10) Regents were in attendance and present at roll call. A quorum was therefore established.

- Regent Dukes stated that given today's meeting is a special called meeting the Regents must adhere to the agenda and may not introduce any additional topics.

- Regent Dukes asked that before she begins the meeting that the academic affairs agenda item be moved to the end of the agenda and instead, the Board will address the academic affairs policies that require the board's approval.

3. Division of Academic and Student Affairs Committee

A. Academic Policy Revisions. Presented by Dr. Michael Dailey, Provost & Vice President of Academic and Student Affairs.

- Dr. Dailey said the policies before the board for approval are in response to Senate Bill 185 related to compliance and updates in policy. Also included are procedures related to dismissal, probation and warning.
- Regent Obielodan said he is not sure what the procedure is but asked if this should have come to the academic committee before the presentation because he did not recall seeing this before and he is the chair of the committee. Dr. Dailey responded no in this particular case because they had to respond to Senate Bill 185 that was signed in April and they did not have the opportunity to get the committee in place and instead had to bring things directly to the board. He said it was not their intention to leave the academic committee out.
- Regent Hatchett said he was a little uncomfortable with the fact that the committee had not reviewed it and wanted to register that.
- Dr. Dailey responded that they tried to get it to the board as quickly as possible and agreed that it typically goes to the academic committee first.
- Regent Hatchett asked if this was the right time to ask about the humanities of academic programs under areas of study. Dr. Dailey responded that later would be more appropriate.
- Regent Fields said because of Senate Bill 185, the policies didn't go through the normal channels and is that going to be the case on other things that are going to come up as it relates to that bill. Dr. Dailey responded yes and no and further explained his response.
- Regent Hatchett spoke on the role that the board has in Senate Bill 185, Section 2, and specifically adequate due diligence. Dr. Dailey responded.
- Regent Rushing asked if the Board could re-send the policy changes to her. Chair Dukes responded that it was sent May 12 with the board book, but that she would ask Secretary Sergent to send the book directly to her.
- <u>Chair Dukes asked for a motion to approve the revisions to the online academic appeals policy, the revised Academic Standings Policy, Canvas Archiving Policy, Academics Admission Policy, revised Online Global Faculty Handbook and a Workload Agreement Policy. Regent Fields made a motion to approve the revisions and Regent Hatchett seconded the motion. Regent Obielodan abstained from voting saying he has not had the opportunity to review the policy. Motion Passed</u>.

B. Honorary Degrees

- Dr. Dailey said at the point where they had degrees conferred, they had not confirmed all honorary degrees and they wanted to confer the honorary degrees that were granted at commencement. Dr. Dailey said according to board policy, the board is the entity that confers or grants the conferring of degrees.
- Chair Dukes said she knows one of the recipients was Frank Taylor. Dr. Dailey said there was also Dr. Richard Rosen, who was a contributor to their nursing program.
- <u>Chair Dukes asked for a motion to approve the honorary degrees. Regent Hatchett made a motion and Regent Moyer seconded the motion. Motion passed</u>.

4. Capital Project Approval

- Presented by Jack McNear, Associate VP of Capital Planning and Facilities Management.
- Mr. McNear said there are two items to discuss and one is a correction. He said when they did the approval for the additional funding for Shauntee Hall, the total amount was written as $9,680,000 and the correct figure is $10,680,000 and he wanted to correct it for the record.

A. Hunter Hall.

- Mr. NcNear discussed the renovation of Hunter Hall, a residence hall on campus. He said there was already $750,000 put in this fund and they are requesting approval for an additional $7.25 million, which would take the project to $8.25 million.
- Chair Dukes asked if they were using asset preservation funding for that. Mr. McNear responded yes and said this will be from the 2024-26 bond fund.
- Regent Moyer asked after the renovations are complete, how much revenue will this generate. Mr. McNear said he does not know but he can get the answer. He said he will talk to auxiliary services since they are on the income side of it.
- Regent Grimshaw asked if there will be an increase in capacity or a movement from lower quality housing to better when the project is done. Mr. McNear responded that it will be better quality housing when the project is done.
- Dr. Heather Bigard said there was a study done of all the residence halls a few years ago and many of the renovations are coming v as a result of the study. She said those improvements are made so that they can generate more income off of the residence halls.
- Chair Dukes said she would like to see a list of all those buildings that are currently being occupied - whether it be office space, academic space or residence halls - and the entire schedule or plan for renovation or when it was last renovated so that they can have a good perception of what's needed versus what's been done. Mr. McNear responded that he will be able to provide that to her.
- Regent Moyer asked if Mr. McNear could give a sense of occupancy rates in all the dorms that they have. Mr. McNear said that he could.
- Regent Moseley said one of the questions or concerns he has is that if they are spending

the money to do this stuff, do they plan to make sure the stuff is taken care of because the new dorm has been torn up already.

- Mr. McNear said there have been policies put into place to be more strict with the students and that there are quite a few students that have been expelled due to damage to the rooms. He said the whole situation as far as how students feel about the residence halls and what is expected of them is improving. He said if there is some damage done, it is documented and charged to the student.
- Regent Moyer asked the following: when did they discover the damage was done; if it was when the students moved out; and if they are doing room inspections. Mr. McNear said no, it's ongoing. He said there are room inspections being conducted by resident directors and resident assistants and when they find an issue they document it, get a cost for repairs and then that is supposed to be assessed to the students.
- Regent Hatchett asked if any of them wanted to take a look at the new dorm to see what kind of condition it's in, would be they welcomed to do that. Chair Dukes and Mr. McNear both responded in the affirmative. Chair Dukes further elaborated that she was privy to see some of the damage that was done and saw some of the pictures in the new dorm and was really disappointed at how students have maintained a place where they have to live. She said they have to be more strict when it comes to taking care of their stuff.
- Mr. McNear said if at any point anyone wants to schedule a walkthrough, he will be available to do that.
- Chair Dukes asked if the board was ready to approve the improvements to Hunter Hall.
- Regent Obielodan asked how much are they approving as he does not see the figure they are approving.
- Mr. McNear said they are approving $7.5 million and there is already $750,000 that was approved prior.
- Regent Obielodan asked if that is sufficient or is it over projected. Mr. McNear said it was an estimate.
- Regent Moyer asked about the source of the funding. Dr. Bigard said this particular project is coming from the asset preservation capital bond fund dollars that the legislature appropriated. She said it was from the $30 million pool of funds from 2024-26 and further expanded on the funding from bond allocations.
- Regent Grimshaw asked about the time box on spending. Dr. Bigard said they need to show progression on the project and her understanding is as long as they get the project in motion, they will be able to continue to access the funds.
- Regent Obielodan asked if the legal funding was for $750,000 and now the request is for $7 million. Mr. McNear responded.
- Regent Moyer asked about the limitations of spending the $50 million pool of money. Dr. Bigard responded that it depends on when it was allocated. Regent Moyer and Dr. Bigard further discussed the funds.
- Chair Dukes asked for a motion for the approval of the renovations. Regent Fields made a motion for the approval of the capital project for Hunter Hall. Regent Grimshaw seconded the motion. There were no dissenting votes. Motion Passed.

B. **Shauntee Hall.**

- Regent Obielodan asked about Shauntee Hall being on the agenda. Chair Dukes said that was a correction from a typo from the original approval and should be noted there was a mistake in the original ask.
- Dr. Bigard requested a motion to amend the approval of Shauntee Hall. She said there was a typo in the last board meeting and the minutes didn't reflect the full amount of the approval of $10.68 million. Chair Dukes asked for a motion. Regent Stringer made the motion. Regent Hatchett seconded the motion. Chair Dukes said the Shauntee Hall correction has been approved. No dissenting votes. Motion Passed.

5. **Legal and Personnel Matters (Closed Session).**

- Chair Dukes said they are getting ready to go into closed session to discuss any proposed pending litigation; to discuss records exempted from disclosures; and to discuss specific appointments, dismissals and disciplinary actions.
- Secretary Sergent clarified the sections of KRS 61.810(1)(c), (f) and (m) to discuss pending and possible litigation, personnel matters that may lead to the appointment, discipline, or dismissal of an individual employee, member, or student and records exempted from public disclosure under KRS 61.878(1)(m).
- Chair Dukes asked for motion to go into closed session. Regent Moseley made the motion to go into closed session. Regent Fields seconded the motion. Motion Passed.

6. **Reconvene into Open Session.**

- Regent Dukes asked for a motion to end the closed session and reconvene into open session. Regent Moyer made the motion and Regent Moyer seconded the motion. Motion Passed.

7. **Academic Programs Review**.

- Dr. Michael Dailey presented the Academic Programs Review. He said as part of Senate Bill 185 obligations, the Division of Academic Affairs had to conduct a comprehensive academic review process that started in 2023.
- Dr. Dailey provided an overview and extensive summary of the six Guiding Principles; the four phases; and Program Review – tasks at hand.
- Dr. Dailey said that SB 185 had expectations for KSU to create a list of programs that the KSU board could propose to maintain, to discontinue, to change or alter and that program list had to then be submitted to the council on post-secondary education. He said any changes that are recommended by the board that are above the 25% have to be submitted to SACCLC and CPE.
- Dr. Dailey further stated that KSU is a four-year institution, always has been and always will be. He further added that the polytech institutions that are four-year institutions must

incorporate an applied theory and a practice and further elaborated on examples of that.

- Dr. Dailey said that Senate Bill 185 requires them to identify up to 10 academic areas of study. He identified six areas including applied sciences, engineering, health, humanities, natural sciences and technology. He gave an illustration/overview of how they got there and the majors in each area of study.
- Chair Dukes asked for a motion for approval of the proposed program continuing and discontinuing with teach out planning. Regent Fields made the motion.
- Secretary Sergent said for the record that the programs for continuing would be (1) nursing, AS, BS, residential and online; (2) computer science; (3) cybersecurity, BS online, MS potential; (4) MS environmental science and technology, residential; (4) social work BS, residential and MSW online; (5) interdisciplinary studies, BS and AS STEM+; (6) general education dual credit PEP; (7) psychology, BS, MA counseling, forensic school; (8) special education, MA online, redesigned in 2025, protected; (9) exercise science, BS, new CIP; (10) aquaculture MS, BS, aquatic sciences Fall 2026; (11) criminal justice, BS, residential and online; (12) biology, BS, residential, manufacturing and agriculture engineering introduced in 2025; and (13) MS in biological and agricultural engineering introduced in 2025.
- The motion was seconded by Regent Moyer. Chair Dukes said the proposed changes or retention are approved. No dissenting votes. Motion Passed.
- Secretary Sergent said the Board needed to approve the programs that require curriculum redesign, delivery modification or repositioning.
- Secretary Sergent said for the record that those programs are: (1) Agriculture, food and environment, BS, residential, change to include specifications such as animal science, plant science; (2) business administration, BS, to reduce complexity in an MA residential and online; (3) the DPN online; (4) elementary education, BA; (5) mathematics BS; (6) music and industry curriculum redesign, marketability; (7) mass communication, curriculum redesign, Technology Integration, and digital media; (8) chemistry, BS reopened to support engineering; (9) and psychology MA curriculum alignment with workforce and clinical practice.
- Chair Dukes asked for a motion for redesign of these programs. Regent Stringer made the motion. Regent Fields seconded the motion. No dissenting votes. Motion Passed. The redesign of those programs was approved.
- Secretary Sergent said the third motion is to approve the programs to be discontinued with the teach out, which will be submitted to the accreditor on July 1 and will be recommended for closure. The programs are the bachelor of music education; bachelor of music performance; bachelor of arts in political science and the bachelor of arts in child development and family study.
- Chair Dukes asked for a motion to approve recommending closure of those programs. Regent Grimshaw made the motion and it was seconded by Regent Fields. Chair Dukes said the recommendation of discontinuing those specified programs is approved. Motion Passed. No dissenting votes.

8. Adjournment.

- Regent Dukes made final remarks and asked for motion to adjourn the meeting. Regent Fields made a motion to adjourn the special board meeting. It was seconded by Regent Stringer.
- The meeting was adjourned.

Submitted by:

_________________________________	_____________________________________
Nicole Sergent, Secretary	Regent Tammi Dukes, Chair
Board of Regents	Board of Regents
Kentucky State University	Kentucky State University

______________ Approved with no corrections

_____________ Approved with corrections

KENTUCKY STATE UNIVERSITY

BOARD OF REGENTS SPECIAL MEETING

Meeting was Conducted in Person and videoconference

Tuesday, June 30, 2026
10:00 a.m. EST

Board of Regents Room
Julian M. Carroll Academic Services Building
2nd Floor, 400 East Main Street
Frankfort, Kentucky
40601

MINUTES

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1. **Call to Order**

- The Board of Regent's Chair, Regent Tammi Dukes, called the meeting to order at 10:02 a.m.

2. **Roll Call**

The Board's Secretary, Nicole Sergent, called the roll:

Regent Tammi Dukes	Present
Regent Edward Fields	Present
Regent Matthew Grimshaw	Present
Regent Edward Hatchett	Present
Regent Jason Moseley	Present
Regent Charles Moyer	Present
Regent Jonathan Rabinowitz	Present
Regent Robert Ramsey, Sr.	Present
Regent James Obielodan	Present
Regent Joan "Toni" Stringer	Not Present

- Ten (10) Regents were in attendance and present at roll call. A quorum was therefore established.

3. **Closed Session**

- Regent Dukes stated they are ready to enter into closed session pursuant to KRS 61.810(1)(f) and (m) to discuss personnel matters that may result in appointment, dismissal or discipline of an employee and records exempted from the disclosure under KRS 61.878(1)(m). Regent Hatchett made a motion to enter into closed session. Regent Moyer seconded the motion. Motion Passed.
- President Koffi Akakpo asked Chair Dukes if she was expecting him in the closed session.
- Chair Dukes responded that that she wants him there for the first couple of minutes so that they can level set some things.

4. **Reconvene in Open Session**

- Chair Dukes asked for a motion to go back into open session. Regent Moseley made a motion to go back into open session. Regent Fields seconded the motion. Motion Passed.

5. **Possible Action from Closed Session**

- Chair Dukes said they want to make a motion for an amendment to Dr. Akakpo's contract to extend it until August 7 as that gives them time to make some amendments and changes to his current contract. She entertained a motion for the extension of Dr. Akakpo's current contract. Regent Fields made the motion. Regent Moyer seconded the motion. Motion Passed. No opposing votes. Chair Dukes said they are extending the contract to August 7.

6. **Closing Remarks**

- Chair Dukes made closing remarks.

7. **Adjournment.**

- Chair Dukes asked for motion for adjournment. Regent Moyer made a motion to adjourn the special board meeting. It was seconded by Regent Fields.
- The meeting was adjourned at 11:53 a.m.

Submitted by:

______________________________	______________________________
Nicole Sergent, Secretary Board of Regents	Regent Tammi Dukes, Chair Board of Regents

Kentucky State University Kentucky State University

______________ Approved with no corrections

_____________ Approved with corrections

KENTUCKY STATE UNIVERSITY

BOARD OF REGENTS REGULAR MEETING

Meeting Was be Conducted in person and via videoconference

Friday, June 12, 2026
10:00 a.m. EST

Board of Regents Room
Julian M. Carroll Academic Services Building
2nd Floor 400 East Main Street
Frankfort,
Kentucky
40601

MINUTES

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1. Call to Order

- The Board of Regent's Chair, Regent Tammi Dukes, called the meeting to order at 10:04 a.m.

2. Roll Call

The Board's Secretary, Nicole Sergent, called the roll:

Regent Tammi Dukes	Present
Regent Edward Fields	Present
Regent Matthew Grimshaw	Not Present
Regent Edward Hatchett	Present
Regent Jason Moseley	Present
Regent Charles Moyer	Present
Regent Jonathan Rabinowitz	Present
Regent Robert Ramsey, Sr.	Not Present
Regent James Obielodan	Present
Regent Joan "Toni" Stringer	Present
Regent Cheyenne Rushing	Present

- Nine (9) Regents were in attendance and present at roll call. A quorum was therefore established.

3. **Consent Agenda.**

- Regent Dukes stated that given that today's meeting is a regular scheduled meeting, the board would like to revise the consent agenda, which includes the meeting minutes from previous meetings to also include policies requiring action included in the agenda—the Financial Clearance and Collection Policy, Property Purchase, Beverage Agreement Policy, Faculty Workload Policy, Attendance Policy, Weapons and Dangerous Materials Policy, Community Standards Policy, Vacation Leave Policy, Student Employment Policy and Overtime Policy. If any Regent would like to talk about a particular policy to please advise and it will move out of consent to be discussed.
- Regent Hatchett said he realized that in the course of reading the board book for the meeting that they are forever seeing language that indicates that they are in compliance with SACS requirements. He said he wonders if President Akakpo or Dr. Dailey or someone could describe the process by which their conformity with SACS requirement is assured because they've had so many policies presented. Regent Hatchett said he wants to make sure that they have a procedure in place that they are comfortable with.
- Dr. Akakpo said at the retreat the new president of SACSCOC will be at the meeting and he will be free to ask him any questions. Dr. Akakpo added that they are in compliance.
- Regent Fields had a question on the beverage policy with Pepsi. Secretary Sergent said that it's a contract. Regent Fields asked is it a continuation and Secretary Sergent said it is the same vendor chosen.
- Regent Moyer asked if Chair Dukes could call off the names of the policies again. Chair Dukes agreed to do so. Regent Moyer asked if they could hold the faculty workload policy. Chair Dukes agreed to remove the faculty workload policy from the consent agenda.
- Regent Moseley asked if they put out for RFP or a bid or anything on the beverage policy. He mentioned the broken scoreboards in the gym and asked if Pepsi is doing anything to earn their business.
- Secretary Sergent said there was a request for a proposal and there were bids and they were the winning bid per KRS 45A.
- Regent Moseley asked if they could see what they won in the bid or what the proposal was. Secretary Sergent responded that it will be part of the financial group presentation.
- Chair Dukes said they will pull that out for Regent Moseley.
- Chair Dukes said she wanted to make a clarification that the property purchase is not a policy, but it's purchase of property that's included in the board book.
- Regent Hatchett asked if the budget will be a separate agenda item that they will talk about today. Chair Dukes responded yes.
- Regent Hatchett asked if it was going to be with the other group of things that they are putting on the consent agenda. Chair Dukes responded no.

- Chair Dukes said she will entertain a motion, with the exception of agreement and policy that the Regents have asked to pull off the consent agenda, which are beverage agreement and faculty workload policy.
- Chair Dukes asked for a motion for approval of the other policies as well as the meeting minutes from previous meetings, including January 2026; February 13, 2026 regular board meeting; February 12 regular committee meetings; and the March 3 and March 26 special called meetings. Regent Fields made a motion to accept the minutes with the correction of the name of Ms. Deanna McGaughey-Summers in the January 23 meeting minutes.
- Chair Dukes asked for a motion to accept the minutes. Regent Fields made the motion to accept the minutes as they are with one correction and the policies and the agreement. Chair Dukes said with the exception of those two items they have to pull out, the meeting minutes as well as the policies and property purchase has been approved. There were no dissenting votes. Motion Passed.

4. Information and Action Items.

A. University Senate Reports.

I. Faculty Senate Report. There was no faculty senate report.

II. Staff Senate Report. Presented by Ms. Jameelah Means, staff senate vice president.

- Ms. Means said they will host the Juneteenth celebration on June 17, 2026, at the Student Center Courtyard. She said there will be local business vendors and an opportunity for the campus community to come together in celebration of this observance.
- Ms. Means said the staff senate is also preparing for its next round of elections and this information will be shared with the staff members in the coming weeks.
- She said in support of student success and campus engagement, the staff senate plans to collaborate with the Office of Housing and Residence Life to assist with the new student move-in.
- Regent Obielodan asked if it would be possible in the future to host a presentation by a student on the meaning and impact of June 19th with some kind of award for the winner.

III. SGA Report (Information Item). Presented by Regent Cheyenne Rushing, Student Government Association President.

- Regent Rushing summarized her year of being SGA president as having a good year and also as a little iffy year trying to get the connection between the staff and the students to come back together.
- She said they recently went on a trip with the elected e-board where they learned about leadership and how to work as a team. She said they worked with other HBCUs and learned how to better connect to the students.

- Regent Rushing said the new elected executive board is trying to get the new constitution approved and they have a lot of upcoming events for next year.
- Regent Hatchett suggested that there be an unequivocal statement of support to the success of KSU stated in the preamble of the Constitution. Regent Rushing said she will take that into consideration.
- Chair Dukes stated that Regent Rushing was terming out and a new regent would be coming on in August and she thanked Regent Rushing for her service and dedication to the board and the university.

B. Division of Finance & Administration Updates.

- Dr. Heather Bigard, Vice president of Finance and Administration and Chief Financial Officer, turned it over to Omni Architect partners, who are working on the new Health Sciences Building.

  i. **Health Sciences Center Design Phase A Approval.** Presented by Mr. Erik Zabilka and Ms. Brittany Leneave-Smoot of Omni Architects.

- Mr. Zabilka said they are at the end of the first phase of the design and have concluded the schematic design phase. Mr. Zabilka further stated that they are on schedule to have their work done by March of next year so that the project can be advertised for competitive bids. He said construction can begin as soon as the funds become available on July 1 of next year. He anticipates a construction process through the end of 2029 and the building ready for move in at the beginning of 2030.
- Ms. Leneave-Smoot said the chosen spot is at the current motor pool and old car wash location on Main Street. She further discussed details of the design and view of the building.
- Regent Obielodan asked if the design stage 3 allows for it, if there is any possibility of putting in decorative water fountains or any room for a conference center.
- Mr. Zabilka responded that it has been a topic of conversation. He said they have more need than the budget supports. He stated that there is a glass wall that separates a multi-purpose room from the entrance lobby with the idea that the wall can be opened for a special event. He said the idea is to make this room as flexible as possible for the largest number of potential uses, but it is not designed to be a conference center.
- Regent Obielodan asked if the funding is available, will the structure allow them to expand. Mr. Zabilka said the expansion would be a separate building rather than adding on to this building.
- Regent Hatchett and Chair Dukes asked about parking spaces. There was a general discussion on the parking spaces, which will number 14, and if it will impact parking for students, faculty and staff. Mr. Zabilka said there are no dedicated student parking spaces for this new building because there is parking within a 5-minute walking circle.
- Regent Fields asked if there was a consideration for data closets and if they are considering separate climate control. Mr. Zabilka said yes and further expanded on his response.

- Regent Obielodan asked if there is elevator service for all the floors and the response was yes. Mr. Zabilka further expanded on his answer.

ii. **Council on Post-secondary Education.** Presented by Mr. Travis Powell and Mr. Greg Rush.

- Mr. Travis Powell, who is on the Council of Postsecondary Education, discussed CPE's role and working with KSU as part of Senate Bill 185, including the fact that CPE will approve any obligations for payments $20,000 or more. Mr. Powell said things that are tied to the budget to be adopted will not require additional approval. He said if they get a personnel list, a master position list with a list of the salaries that are tied with the budget, then payroll will be approved for anyone on that list. He further said if those positions become vacant at any point during the fiscal year, they can be refilled without additional approval as long as they are on the list and within those salary ranges. He said they can make adjustments to that as needed as long as the budget would support those.
- Mr. Powell said the same thing with contracts tied to the budget up to that amount and over $20,000. If they are tied to the budget, they will automatically be approved and when they get those lists and see how it works through the budget, then those will be deemed approved.
- Mr. Powell said they are making no policy decisions on the expenditures, but it's can you pay for it. He said that is what they will be focused on. He elaborated that they are just monitoring the budget and making sure that KSU has the funds available to make those payments before the obligations are incurred.
- Mr. Powell said CPE is also required to provide a quarterly report of the financial status of the university to the governor and legislature, which will come through a monthly report of finances that KSU will provide to them.
- Mr. Powell further discussed monitoring revenues and expenditures as the year goes on to adjust any approvals.
- Mr. Powell said the other item that they will receive a report on is a quarterly report from KSU for each outstanding balance in excess of $1,000 due by students.
- Regent Hatchett asked if the crux of the change for CPE is more prior rather than retrospective review and approval. Mr. Powell agreed that he summed it up perfectly and further said there are some expenditures where things come up and you aren't able to get pre-approval and they have a process for that.
- Regent Obielodan said that one of the conditions for removing financial exigencies is to demonstrate that they have sufficient financial cash flow and liquidity and is there a threshold set by CPE or the General Assembly for that. Greg Rush of CPE said that the General Assembly did not create a threshold and left it up to CPE. He said that is something they will work through over the next year or two. Mr. Rush said that one of the conditions that they will have to see is probably multiple years with the university not running a budget deficit, not dipping into reserves and building those reserves. He said once they've seen that pattern, CPE can determine the cash target. He said to be fair, it's probably not attainable in five years and they will have to come up with a threshold that

they think is attainable and reasonable.

- <u>Chair Dukes requested a motion to approve the design of Phase A of the Health Sciences Building. Regent Moyer made a motion to approve the design and Regent Obielodan seconded the motion. Regent Grimshaw abstained from voting because he was part of the design process to help plan for a potential future clinic. Motion was approved. There were no dissenting votes. Motion Passed.</u>

iii. **FY26-27 Budget Proposal.** Presented by Dr. Heather Bigard.

- Dr. Bigard said they begin the budget process by identifying the priorities and then look at the resources available and ultimately reconcile the two to a balanced budget for the Board's consideration.
- She said the biggest influence on the budget this year was Senate Bill 185 of increasing the requirements around students making an initial payment to satisfy their obligation to the university at or below $1,000.
- Dr. Bigard summarized that they have done the following: taken a closer look at the organizational structure and staffing; looked closely at the 2027 enrollment projections along with academic program review process; looked at collections; looked at salaries and benefits and developed a master position list; prioritized vacancies; and looked at operating and contracts.
- She said enrollment is the initial basis of the budget in addition to appropriations. She summarized the spring 2026 enrollment population, which was a total of 2,873.
- As of June, the total number of freshmen that have completed application, accepted and registered for Fall 2026 is 189.
- Dr. Bigard said the are projecting a fall enrollment of 2,570. She said this is a nine percent decline from fall to fall and that it is for budgeting purposes.
- Dr. Bigard is projecting the Spring 2027 enrollment to be 2,285, which is a 20% decline from spring to spring for budgeting purposes.
- Regent Moyer asked what proportion of the 80% graduated. Dr. Bigard said they have that data but they do not have it handy.
- Dr. Bigard further discussed Senate Bill 185 in regards to collections and outstanding balances. She said they are working with an outside collection agency to turn over debt. She further said they cannot allow a student to come in unless they have made satisfactory payment arrangements to satisfy their debt down to $1,000. She further discussed in detail financial aid and student loans and communication with students.
- Regent Fields said he is concerned about enforcement. He said it bottlenecks their system when the students haven't done what they need to do and wonders how they are going to handle that at the time it occurs. Dr. Bigard responded.
- Regent Moyer had a comment on the 2026 budget uncollected amount. Dr. Bigard responded.
- Regent Hatchett said he had the same concerns about a column of budgeted numbers that contain some outliers that they know are not accurate, including: (1) uncollected student debt, (2) other income and (3) endowment in the revenues categories. He further

stated that for total transparency and accountability, the minute you know a number is wrong, they should change it in their budgeting process. Dr. Bigard responded. Regent Hatchett, Dr. Bigard and President Akakpo had a general discussion on this issue.

- Regent Moseley asked if they are going to start sending award letters out earlier so that students know what they are receiving from a financial aid standpoint, including students and athletes. Dr. Bigard responded.
- Regent Moseley said students are claiming that part of the reason they don't pay their bills is because at some point they get presidential waivers handed out and we have been clearing balances. He asked how many presidential waivers have been handed out this year and if this is an accurate statement. President Akakpo responded that is not an accurate statement and further responded to the question with examples.
- Regent Moseley asked if they can get a number of the presidential waivers handed out this year. President Akakpo and Dr. Bigard both responded that they can do that and further expanded on their response. Regent Moseley also asked to break that down as to how many international students are getting those versus domestic students as well.
- Regent Obielodan said one area that needs attention by the academic affairs division is the impact of debt collection on the students. He said there needs to be a policy on how long they can be out before they can come back or if they can come back at all. Dr. Bigard responded.
- Regent Obielodan also mentioned the significant decline in revenue and asked if it was a result of the projected decline in enrollment. Dr. Bigard responded yes.
- Regent Obielodan asked what items fall under other operating expenses and asked about the Magellan expenses. Dr. Bigard responded that she would compile that for him.
- Regent Obielodan asked if on behalf of staff and faculty if they can put a little bit of increases on salaries as there has been no salary increases for several years for faculty and staff.
- Regent Moyer commented that the housing revenue numbers and the complaints in the letters from students on the availability of housing for upper classmen are inconsistent as it looks like they have more capacity. President Akakpo responded that the complaints are not accurate. Chair Dukes also responded.
- Dr. Bigard summarized the budgets, including revenue and expenses. The projected 2026 net tuition and fees is $11.6 million and they are projecting $9.2 million for 2027. She said overall, the projection is going from $39 million in 2026 to $33.8 million in 2027 for revenue.
- She said for expenses, there will be a surplus of just over $3 million but they don't budget for a surplus in the following year.
- Dr. Bigard also discussed auxiliary and went into further detail on different items in the budget.
- Regent Obielodan said he would also like to not just see state appropriations for revenue but also federal. Dr. Bigard and President Akakpo responded.
- Regent Moyer commented on the progress in the monthly cash flow statements.
- Dr. Bigard produced a slide regarding how CPE will provide oversight to Senate Bill 185 as the university has to have their approval for a commitment of $20,000 or more in

advance.

- Chair Dukes asked for a motion to approve the budget as it has been presented. Motion made by Regent Moyer. Regent Fields seconded the motion. There were no dissenting votes. The 2027 budget was approved. Motion Passed.

iv. **Property Purchase (Approved via Consent Agenda)**. Presented by Dr. Heather Bigard.

- Dr. Bigard presented information on a piece of farm property to expand the College of Education program. The property consists of 70.15 acres in Midway with a list price of $1.6 million that has been approved by CPE.
- Dr. Marcus Bernard, dean of the College of Agriculture, Health and Natural Resources, spoke on the project. Dr. Bernard said they needed additional farmland so that faculty has room for their projects as well as their graduate students. He said they have had 27 projects at their farm over the past 18 months and have added nine new faculty in the school.
- Regent Fields said he had concerns about the listing agent as a person that is employed here. Dr. Bernard said she accessed the land through the MLS real estate system, adding that she is not the listing agent for the land.
- Regent Hatchett asked about the process of getting the university to a very specific piece of property. Dr. Bernard said it's a general search and went into more specific details. Dr. Akakpo also responded.
- Regent Hatchett asked if it was located next to a data center. Dr. Bernard responded no.
- Regent Obielodan had a question regarding an equine science technology assistance degree program in the future. Dr. Bernard responded in detail.

v. **Beverage Agreement**. Presented by Dr. Heather Bigard.

- Dr. Bigard said they received a couple of bids for the beverage agreement and Pepsi was selected as the vendor at a total cost of $114,000 for year 1. It is $25,000 annually for years 2 through 5.
- Regent Moseley questioned if the university is getting any free products out of this or products at discounted rates. Dr. Bigard and Ms. Eileen Butts, director of purchasing, responded.
- Regent Hatchett asked if the two bids were close together or far apart. Ms. Butts said Pepsi offered three times as much as the other bidder.
- Chair Dukes asked for a motion for approval of the beverage agreement. Regent Fields made the motion. Regent Obielodan seconded the motion. No dissenting votes. The beverage contract was approved. Motion Passed.

vi. **Capital Construction Projects**. Presented by Jack McNear, Associate VP of Capital Planning and Facilities Management.

- Mr. McNear summarized the list of projects that are currently in progress and the budget for the projects. Those projects include ASB roof and windows, Carver Hall renovation, Chandler Hall renovation, Kentucky Hall renovation, Exum Center exterior repairs, Bell

Gym exterior stairs, Hume Hall, Combs Hall renovation, McCullin Hall renovation and Bradford Hall renovation.

- Regent Moseley had a question on the Exum basketball floor being down year-round. Mr. NcNear responded.
- Chair Dukes had questions on the McCullin Hall renovation completion dates. Mr. McNear responded.
- Chair Dukes and Regent Obielodan had questions on Bradford Hall renovation. Mr. McNear responded.
- Mr. McNear summarized the names of each residence hall; the cost per semester for each residence hall; the condition of each residence hall; and the student capacity of each residence hall.

5. **Athletics.** Presented by Grant Stepp, Athletics Director.

- AD Stepp thanked the coaches, who he said are some of the best recruiters.
- AD Stepp said the athletics department students finished another semester above a 3.0 cumulative GPA overall. He further stated that athletics had the valedictorian and the salutatorian this year with Ms. Zhakeya Hawkins and Mr. Keon Henderson. He further stated athletics department had 17 students with a 4.0 and more than 50 athlete students with a 3.5 or above.
- AD Grant also thanked Mr. and Mrs. Greene, who he said made a five-figure donation to athletics to help renovate the weight room. He said they will have a new weight room in August.
- He said Mr. Frank Taylor, the commencement speaker, also made a five-figure gift towards the band.
- AD Stepp further stated that they have dated equipment that doesn't need to be there and he has teams that do not have locker rooms and that they have to create a plan to get those students a locker room.
- He further discussed the importance of Artificial Intelligence in athletics and how it can make them more productive.
- Regent Obielodan mentioned the valedictorian and the salutatorian.

6. **Human Resources**. Presented by Kendra Herve, Director of Human Resources.

- Ms. Herve said the university offers 24 staff holidays for the fiscal year 2027 and presented the staff holiday schedule.

7. **Legal and Personnel Matters (Closed Session).**

- Chair Dukes said they are getting ready to go into closed session to discuss some legal related matters.
- General Counsel Sergent said they need to go into closed session under KRS 61.810(1)(c),(f), and (m) for proposed and pending litigation, personnel matters that may

result in appointment, discipline or dismissal of an individual employee, member or student and to discuss records exempted from disclosure under KRS 61.878(1)(m).

- Chair Dukes asked for a motion to go into closed session. Regent Fields made the motion to go into closed session. Regent Obielodan seconded the motion. Motion Passed.

8. Re-convening to open session.

- Chair Dukes asked for a motion to go back into open session. Regent Fields made a motion and it was seconded by Regent Moyer. Motion Passed.

9. Division of Academic and Student Affairs.

- **Academic Affairs Update**. Chair Dukes said they are going to approve the faculty workload policy as an interim policy and allow for the 30 days for comments, concerns and modifications and then come back and do a final approval on the actual policy. Chair Dukes asked for a motion to approve the interim Faculty Workload Policy. Regent Moyer made a motion to approve the interim policy and it was seconded by Regent Fields. There were no dissenting votes. The interim policy was approved with commentary from Regent Obielodan.
- Regent Obielodan said he submitted an analysis and recommendation and he would like to see that factor into the final policy that will be discussed later. Motion Passed.

10. Closing remarks.

- Chair Dukes gave closing remarks reflecting on her time as an alumna and chair of the Board of Regents. Chair Dukes touched on a range of subjects including inaccurate information pertaining to a policy that prohibits juniors and seniors from living on campus solely because of their classification.
- She further stated that certain conduct has no place at KSU. She said that drugs, firearms and other violations of university policy threaten the safety and well-being of the campus community.
- She said questions on account balances, refunds, scholarships or reimbursements are often specific to each student and should be directed to the Office of Student Accounts.
- She reiterated that KSU is moving forward with a continued commitment to transparency, accountability, student success and the proud legacy of the institution.

11. Adjournment.

- Regent Dukes asked for a motion to adjourn the meeting. Regent Fields made a motion to adjourn the meeting and it was seconded by Regent Moseley.
- The meeting was adjourned at 1:57 p.m.

Submitted by:

________________________________ ____________________________________

Nicole Sergent, Secretary	Regent Tammi Dukes, Chair
Board of Regents	Board of Regents
Kentucky State University	Kentucky State University

_____________ Approved with no corrections

____________ Approved with corrections

KENTUCKY STATE UNIVERSITY

BOARD OF REGENTS

FINANCE & ADVANCEMENT COMMITTEE MEETING

Meeting Was Conducted via Teleconference

Thursday, June 11, 2026

9:30 a.m. EST

Board of Regents Room
Julian M. Carroll Academic Services Building
2nd Floor 400 East Main Street
Frankfort, Kentucky 40601
(Primary Physical Location)

MINUTES

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1. **Call To Order**

   The Finance & Advancement Committee Chair, Charles Moyer, called the meeting to order at 9:35 a.m.

2. **Roll Call**

   The Board's Secretary, Nicole Sergent, called the roll:

Regent Charles Moyer (Chair)	Present
Regent Edward Hatchett (Vice Chair)	Present
Regent Jonathan Rabinowitz	Not Present
Regent Tammi Dukes (Board Chair)	Present
Regent James Obielodan	Present
Regent Matt Grimshaw	Present

Four (4) Regents were in attendance and present at roll call. A quorum was therefore established.

3. **Approval of the Agenda**.

- Regent Charles Moyer requested a motion to approve the agenda. Regent Obielodan made a motion to approve the agenda and Regent Grimshaw seconded the motion.

4. **Committee Meeting Information Items**.

A. **Division of Finance & Administration Updates.** Presented by Dr. Heather Bigard, Vice President of Finance and Administration/CFO.

1. **Budget Report.** Dr. Bigard presented a power point covering the development of the 2026-27 budget, including a summary of the elements and process that goes into forming the budget and changes related to Senate Bill 185.

- Dr. Bigard shared how the enrollment projections for the fall and spring were determined, using trend data and an anticipated overall decline
- Dr. Bigard said they are projecting for the Fall 300 new undergraduate students and for overall graduate and transfer students, it's 157.
- She said total Fall enrollment is projected at 2,570, which is a downward trend of about 9 percent from fall to fall. She said the impact of Senate Bill 185 will likely lower enrollment slightly for the first year.
- Regent Hatchett asked if she could provide them with a comparison, historically, of the new dual credit numbers, with previous years. She responded yes.
- Dr. Bigard provided a projection for Spring 2027 enrollment of 2,285, which is a 20% decline from spring to spring for budget purposes.
- She further shared the academic program analysis. She said they are seeing a positive contribution from the academic programs into the general operating budget of about $1.2 million. The total amount due from receivables for 2025-26 is $4.1 million for tuition; $542,000 from auxiliary; and about $100,000 in additional asset preservation fees for a total of $4.8 million the university is trying to collect for the current fiscal year.
- Dr. Bigard summarized the Financial Clearance and Collections Policy that was presented for the Board's approval.
- Regent Hatchett asked a question about the financial assistance and the dollars the Department of Revenue is willing to commit to the collection process. Dr. Bigard responded that a separate MOU will be developed with them
- Chair Dukes asked about the state income tax return and said that's the state of Kentucky and asked if they have any plans for Ohio, Michigan and Illinois. Dr. Bigard responded she wasn't aware of any lever to pull in other states.

- Regent Moyer asked if they have a sense of what the recovery rates will be through the outside vendor they are using. Dr. Bigard asked Danyel Tolbert to respond. Ms. Tolbert said that a portion of the recovery is kept by the collection agency. Regent Moyer asked if on the average for $1,000 collected, how much of that will the institution see. Ms. Tolbert said they will see about $950 of that.
- Regent Moyer asked if going forward they could find a way to incorporate into the reporting to the Board periodically how the collection effort is going. Dr. Bigard said they can do that.
- Regent Obielodan asked if the projected decline in the Fall is 9% and 20% in the Spring, then that will probably be about a $5 million decline in revenue and what impact will that have on the day-to-day operation of the university.
- Dr. Bigard gave an overview of the budget. She said in FY26, they are around $22 million in tuition and acknowledged that they are looking at a change of about $5 million going into 2027 as far as tuition and fees go. She said scholarships and waivers are at $6.2 million.
- She said in FY26 they are looking at a projected uncollectible of about 18%.
- Dr. Bigard further summarized her charts on revenue as part of the budget. She said revenue was just under $40 million in 2026 and will go down to $34 million in 2027.
- Dr. Bigard summarized expenses in detail.
- She said for 2026 they are projecting a surplus of over $3 million and a flat budget for 2027 without a surplus at this time.
- Regent Moyer had a question on the difference in the operating expenses they talked about on a previous day to the current slide. Dr. Bigard responded.
- Regent Obielodan had questions on scholarships, tuition waivers and prison education. Dr. Bigard responded.
- Regent Hatchett suggested that a column be added for the budget for FY26 so that it can be compared to proposed FY27 budget. Dr. Bigard and Dr. Akakpo responded.
- Regent Obielodan had questions on income on the revenue slide and also on the federal funding category. Dr. Bigard and Dr. Akakpo responded.
- Regent Obielodan had questions on the endowment offset slide regarding interest earned. Dr. Bigard and Dr. Akakpo responded.
- Chair Dukes asked when it comes to salary and benefits, if they have allotted for any sort of increase for faculty and staff. Dr. Bigard responded that unfortunately, the revenue was not sufficient to build salary increases into the budget. Dr. Akakpo also responded.
- Regent Hatchett had questions on the definition of transfer in and interfund. Dr. Bigard responded.
- Regent Moyer had a question on the endowment offsets. Dr. Bigard and Dr. Akakpo responded.
- Regent Moyer had a suggestion to look at how pro formas impact individual programs they bring on board, including engineering. Dr. Akakpo responded.

- Regent Hatchett asked how the $2 million is expected to be used to support the online program. Dr. Bigard and Dr. Akakpo responded.
- Regent Hatchett asked what was everyone's opinion on drafting a budget on the basis of a 10% decrease in enrollment. He said he had a question on the budgeting process and wants to be sure they are not being unrealistic. Dr. Akakpo and Regent Obielodan responded.
- Regent Obielodan had a question on transitioning from Magellan and Sway and the impact on the KSU online program. Dr. Akakpo responded.
- Regent Hatchett asked about transitioning to EMARS and the expense. Dr. Akakpo and Dr. Bigard responded.
- Regent Fields asked what transitioning to EMARS means for the university and banner finance. Dr. Bigard responded.
- Regent Obielodan had an additional question on Sway and Magellan. Dr. Bigard responded.
- Regent Obielodan also asked about salary increases for faculty and staff. Regent Fields also commented. Dr. Akakpo responded. He said it would take 3,000 tuition paying students to be able to operate as normal.
- Regent Fields asked if the money they are bringing back in from Magellan can be a possible solution in the short run. Dr. Akakpo responded. He said they will reassess the situation by August.
- Regent Moyer suggested that the capital improvements item at the end be delayed until the board meeting on the following day.

2. CPE Financial Obligation Approval Policy.

- Dr. Bigard said they have received from CPE their policy that they are moving forward with getting approval on. She said the policy outlines how CPE will implement their oversight of the University per Senate Bill 185.
- Dr. Bigard said the primary driver is that KSU has to have approval of any obligation of $20,000 or more prior to engaging in that commitment.
- KSU will provide an ongoing monthly and quarterly reporting to CPE.

3. Proposed Farm Purchase.

- Dr. Bigard said the acquisition of a piece of farm property in Midway will come before the board tomorrow as an action item. The list price is $1.6 million using USDA funds. It has been pre-approved by CPE.

4. **The Capital Update.**

- Dr. Bigard said Jack McNear will share updates on the capital construction. She said they have also prepared a response to some of the questions on the residence halls and occupancy as part of his presentation.

5. **Financial Clearance and Collections Policy.**

- Dr. Bigard said the clearance and collections policy has been sent to the board for approval. She said the policy needs to be expanded to align with Senate Bill 185.

6. **SGA Constitution.**

- Dr. Bigard said her understanding is that the SGA constitution is still under review.
- Regent Hatchett asked if they need a recommendation from the committee on the farm property acquisition to the full board. Dr. Akakpo responded yes.
- A conversation on the proposed motion was had by Regent Hatchett and General Counsel Sergent.
- <u>Regent Moyer asked for a motion. Regent Hatchett made the motion for approval of the farm property acquisition. Regent Obielodan seconded the motion on the grounds that the USDA funding is going to be responsible for that. He said given that it has USDA approval and CPE approval, he seconds the motion. Regent Moyer said the motion carries and the committee endorses the purchase of the land under the condition that it's funded by USDA</u>. <u>There were no dissenting votes. Motion Passed.</u>

7. **Adjournment**.

- Regent Moyer said they need to adjourn. Regent Obielodan made a motion to adjourn. Regent Grimshaw seconded the motion.
- Regent Moyer adjourned the meeting with the understanding that after the board meeting tomorrow, they will get back with Dr. Bigard and see if it's important for them in the near term to continue their discussion on the budget.

Submitted by:

________________________________	____________________________________
Nicole Sergent, Secretary	Regent Tammi Dukes, Chair
Board of Regents	Board of Regents
Kentucky State University	Kentucky State University

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Regent Charles Moyer, Chair
Finance & Advancement Committee
Kentucky State University

_____________ Approved with no corrections

____________ Approved with corrections

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

STUDENT AFFAIRS COMMITTEE MEETING

Meeting Was Conducted via Teleconference

Thursday, June 11, 2026
2:00 p.m. EST

Board of Regents Room
Julian M. Carroll Academic Services Building
2nd Floor, 400 East Main Street
Frankfort, Kentucky
40601

MINUTES

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I. Call To Order

The Committee's Chair, Regent Edward Fields, called the meeting to order at 2:03 p.m.

II. Roll Call

The Board's Secretary, Nicole Sergent, called the roll:

Regent Edward Fields (Chair)	Present
Regent Robert Ramsey, Sr. (Vice Chair)	Not Present
Regent Joan "Toni" Stringer	Not Present
Regent Tammi Dukes	Present

Two (2) Regents were in attendance and present at roll call. General Counsel Sergent said they do not have a quorum today. However, the meeting can continue as informational as long as nothing is voted on.

III. Approval of the Agenda. Regent Fields said they do not need to have an approval of the agenda since they are not voting.

IV. Information Items. Presented by Dr. Adam Smith, Interim Vice President of Enrollment Management & Student Success.

A. **Enrollment update**.

- Dr. Smith said for Fall 2026 there are 560 current returning students; 29 first-time freshmen; 62 online students; and 17 transfer students for a total of 668 registered students.
- Dr. Smith summarized the Fall 2026 cohort numbers and the freshman new student orientation update numbers in addition to the summer 2026 transfer new student orientation update.
- Dr. Smith discussed working with the university registrar on getting students into classes, getting class schedules and housing.
- Dr. Smith discussed summer camps they had for students, including the Upward Bound, STEM Momentum and Harvesting Potential, and the number of students in the program.

B. **Housing Update.**

- Dr. Smith said they currently have 244 applications from current students. He said they closed the application process on May 1 but anticipate re-opening after all the appeals have been processed.
- Dr. Smith anticipates making room assignments for incoming students on July 1 and returning students on July 8.
- Dr. Smith said there are 105 new student applications for housing when last year at this time there were over 1,000.
- Dr. Smith said there are current staffing vacancies that they will post for two weekends for director for housing and residence life; for hall directors; and for resident assistants.
- He further discussed the assessment of the potential violations and damages at the dorms and the appeals process.
- Regent Fields asked the date to have the housing staff in place. Dr. Smith said the goal is mid-July.
- Dr. Smith discussed the student well-being vision at the student center located on the second floor, which will be called the advising hub.
- Dr. Smith also said they will have a well-being hub that will have the mental health counselor and two nurses occupy that area, which will be adjacent to the advising hub.
- Dr. Smith said Young Hall is being turned into a well-being learning community where students will need to have a 3.0 grade term and cumulative grade point average and no violations of the housing or community standards.
- Regent Obielodan asked if Dr. Smith was aware that room 312 in the Student Center was set up to fulfill the need of tranquility. Dr. Smith responded that it will be connected to the hub.
- Regent Fields asked if the continuing students that didn't attend orientation have been contacted. Dr. Smith said yes and further elaborated on his response.

- Regent Fields made a suggestion of policies to include in the syllabus of the FYE classes. Dr. Smith responded.
- Regent Fields also asked if the appeals committee will present the students with a list of costs for room damages or kicked out of the residence halls. Dr. Smith, Michael DeCourcy, Dr. Akakpo and Chair Dukes responded.
- Chair Dukes said that she hopes that we have a clearly defined and administered process for housing in the fall so that nobody falls through the cracks and we end up with a situation much like what the university had at the end of the Spring 2026 school year. She further said she would hate to see some of the same things happen. Dr. Akakpo and Dr. Smith responded.
- Regent Obielodan asked if as part of the documented evidence, does the university provide them with copies of the rooms they are occupying when they check in. Mr. DeCourcy and Dr. Smith responded in detail.
- Regent Obielodan asked if they have arrangements for international students who have no place to go during the school breaks. Dr. Smith and Mr. DeCourcy responded.

  Regent Fields said they can't make motions and vote on it so he is going to adjourn the meeting.

Submitted by:

________________________________ ______________________________

Nicole Sergent, Secretary	Regent Tammi Dukes, Chair
Board of Regents	Board of Regents
Kentucky State University	Kentucky State University

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Regent Edward Fields, Chair
Student Affairs Committee
Kentucky State University

______________ Approved with no corrections

_____________ Approved with corrections

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

ATHLETICS COMMITTEE MEETING

Meeting Was Conducted via Teleconference

Thursday, June 11, 2026

12:30 p.m. EST

Board of Regents Room
Julian M. Carroll Academic Services
Building, 2nd Floor 400 East Main Street
Frankfort, Kentucky
40601

MINUTES

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I. Call To Order

The Board of Regent's Chairman of the Athletics committee, Regent Jason Moseley, called the meeting to order at 12:32 p.m.

II. Roll Call

The Board's Secretary, Nicole Sergent, called the roll:

Regent Jason Moseley (Chair)	Present
Regent Jonathan Rabinowitz (Vice Chair)	Not Present
Regent Robert Ramsey, Sr.	Not Present
Regent Matthew Grimshaw	Present
Regent Tammi Dukes	Present

Three (3) Regents were in attendance and present at roll call. A quorum was therefore established.

III. Athletics Update.

- Regent Moseley said Athletic Director Grant Stepp is at the National Athletic Association Conference in Las Vegas is not able to attend the meeting, but will give an update at the board meeting tomorrow.

- Regent Moseley said the graduation Valedictorian was a student athlete.

- Regent Moseley gave the following report from AD Stepp:

    - He has bi-weekly meetings with each coach;
    - He has been working with administration weekly to assure smooth onboarding;
    - He has initiated a grant to create athletic lounges;
    - They have purchased weight room equipment;
    - They are not in compliance with the Pictor Report that requires having a strength and conditioning coach;
    - He is working on completing the fall sports schedule; and
    - Staff issues are on hold.

- Regent Fields asked if they are still moving forward on track renovations. Regent Mosely responded yes and said he is trying to fundraise and AD Stepp will discuss tomorrow. Dr. Akakpo also responded that he is in discussion with Frankfort Independent Schools about this and will provide more detail.

IV. Presentation by Dr. Aaron Thompson, president of the Council for Post-Secondary Education.

- Dr. Thompson said as they looked at Senate Bill 185, they wanted to make sure that they had in place a healthy athletic program.
- Dr. Thompson said they are aware that there are several positions they want to hire and once they approve the budget on Friday and they have a master list, they will crosswalk it and move forward as fast as they can.
- Dr. Thompson said CPE wants to make sure the university is in compliance with Title 9 and all matters when it comes to athletics.
- He mentioned that Senate Bill 185 asks them to look at, discern and approve expenditures that's $20,000 and over. He said that CPE always had control over programs anyway and that's not something Senate Bill 185 gave them. He said they have that authority in statute.
- Dr. Thompson said CPE's goal for athletics is to look at any expenditures that they have for any positions or anything else and once validated by the budget, they can move on it. The second thing is to make sure that all items are in compliance.
- Regent Obielodan thanked Dr. Thompson for standing in the gap for KSU.
- Dr. Thompson said they want to work in conjunction with the Board and with the leadership to ensure that KSU stays on track and stays viable.
- Dr. Thompson said he would like to have an update sometimes on the movement of the money that they got for KSU and further elaborated on his comments. Dr. Akakpo and Chair Dukes responded.

V. Adjournment.

- Regent Moseley asked for a motion to adjourn the meeting. Chair Dukes made the motion, which was seconded by Regent Grimshaw.
- The meeting was adjourned at 12:56 p.m.

Submitted by:

________________________________ ____________________________________

Nicole Sergent, Secretary
Board of Regents
Kentucky State University

Regent Tammi Dukes, Chair
Board of Regents
Kentucky State University

____

Regent Jason Moseley, Chair
Athletics Committee
Kentucky State University

_____________ Approved with no corrections

____________ Approved with corrections

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

DATE: August 7, 2026

SUBJECT: Approval of Memorandum of Agreement No. 27-001 University Dining Services

FROM: Dr. Heather Bigard, VP Finance and Administration and CFO

ITEM: ACTION

-

BACKGROUND:

The Department of Auxiliary Services requests approval of Memorandum of Agreement No. 27-001 between Kentucky State University and the Kentucky Office of Vocational Rehabilitation (KOVR) for the continued operation and management of the University's dining services during Fiscal Year 2027. During Fiscal Year 2026, KOVR made significant investments to modernize dining operations, improve equipment reliability, enhance food safety, and increase operational efficiency. These efforts included major kitchen equipment and infrastructure upgrades, preventative maintenance initiatives, expanded menu capabilities, improved customer service, and continued capital improvements that enhanced the overall student dining experience.

SUMMARY OF PROGRAMS/ACTIVITIES:

Under this agreement, KOVR, through its Kentucky Business Enterprise Program and subcontractor, Southern Foodservice Management, Inc., will continue to manage and operate the University's dining services, including residential dining, retail food operations, catering, and concessions. The agreement also continues KOVR's commitment to capital improvements, sustainability initiatives, scholarship support, and operational enhancements designed to provide high-quality dining services while supporting student success and campus engagement.

RECOMMENDATION:

It is recommended that the Board of Regents approve Memorandum of Agreement No. 27-001 with the Kentucky Office of Vocational Rehabilitation for the continued operation and management of Kentucky State University's dining services for Fiscal Year 2027.

MOTION:

To approve the recommendation as stated.

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

DATE: August 7, 2026

SUBJECT: Approval of Personal Service Contract No. 27-010 - Stratagon

FROM: Dr. Heather Bigard, VP Finance and Administration and CFO

ITEM: ACTION

-

BACKGROUND:

The Kentucky State University Marketing Department requests approval of Personal Service Contract No. 27-010 with Stratagon to provide comprehensive digital marketing and advertising services in support of the University's student recruitment and enrollment initiatives. The contract will provide strategic marketing, digital advertising, search engine optimization, content development, analytics, and lead generation services designed to increase awareness and enrollment in targeted academic programs. The contract term is August 1, 2026, through June 30, 2027, with three optional one-year renewal periods. The total contract amount shall not exceed $275,000.

SUMMARY OF PROGRAMS/ACTIVITIES:

The Marketing Department will utilize Stratagon's services to develop and implement comprehensive digital marketing campaigns that support recruitment and enrollment growth for the School of Nursing, MBA Program, School of Engineering, School of Social Work, KYSU Online, and other academic programs identified by the University. Services include marketing strategy development, audience targeting, digital advertising, content creation, search engine optimization, campaign management, analytics, and lead generation activities that enhance the University's enrollment efforts.

RECOMMENDATION:

It is recommended that the Board of Regents approve Personal Service Contract No. 27-010 with Stratagon as presented.

MOTION:
To approve the recommendation as stated.

Requisition No.

Purchase Order No.

Vendor ID No.

FOAP 310005-508001-713007-9200

MEMORANDUM OF AGREEMENT

BETWEEN

KENTUCKY STATE UNIVERSITY

AND

KENTUCKY OFFICE OF VOCATIONAL REHABILITATION

MOA NO. 27-001

This Memorandum of Agreement (MOA) is entered into by and between Kentucky State University ("KSU") and KOVR ("Contractor") to establish a Contract for Dining services. This Contract is effective from 07/13/26 through 06/30/27

RECITALS

WHEREAS, KSU desires to provide high-quality dining services for its students, faculty, staff, and visitors;

WHEREAS, KOVR, through its Kentucky Business Enterprise Program and subcontractor, Southern Foodservice Management, Inc., has the expertise and resources to operate and manage the University's dining services;

WHEREAS, KOVR was awarded RFP 25-04 – University Dining Services and agreed to provide dining management services in accordance with its proposal and the negotiated terms of the Contract;

WHEREAS, as part of its awarded proposal, KOVR committed to a capital investment program for improvements to the University's dining facilities and equipment, and the parties acknowledge that these improvements have not yet been completed and are intended to continue under this Agreement;

.

KSU and the Contractor (together, the "Parties") agree to the following:

I. SCOPE OF THE CONTRACT

KSU

It shall be the responsibility of KSU to provide appropriate guidance to the Contractor for the purpose of facilitating work-product development and the successful completion of all projected work.

KSU shall also provide full access to the Cafeteria, Kitchen, and all associated catering and concession areas. ICSU shall supply utilites, including electric, water, sewer and internet/wi-fi.

Contractor

The Contractor shall shall through its subcontractor, operate and manage KSU's on-campus dining facilities. The Contractor will be responsible for providing high-quality food services that meet the diverse needs of students, faculty, staff, and visitors while adhering to KSU's standards of quality, sustainability, and affordability.

Objectives: The primary objectives of this project are:

* Enhance the overall dining experience for the KSU community by offering a diverse range of healthy, sustainable, and culturally inclusive menu options.
* Optimize operational efficiency and customer service to ensure timely and satisfactory dining experiences.

* Implement sustainable practices, including waste reduction, recycling, and the environmentally friendly sourcing of ingredients.

* Foster a welcoming and inclusive dining environment that promotes community engagement and student well-being.

Moreover, the Contractor shall comply with all requirements specified in RFP 25-04 and clarified through any addenda, and vendor's proposal incorporating all additional items negotiated and agreed upon.

II. CONTRACT COMPONENTS AND ORDER OF PRECEDENCE

KSU's acceptance of the Contractor's offer—indicated by the issuance of this MOA—shall create a valid Contract between the Parties consisting of the following:

1. Procurement Statutes, Regulation, and Policies;
2. This MOA and any subsequent written amendments to this MOA;
3. Any other written agreements between the Parties (if applicable);
4. The Solicitation and all attachments (if applicable);
5. Any Best and Final Offer (if applicable);
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation (if applicable); and
7. The Contractor's proposal in response to the Solicitation (if applicable).

In the event of any dispute between or among the provisions of the Contract, the order of precedence shall be as enumerated above.

III. NEGOTIATED ITEMS

Dining Facility Management

The Contractor shall manage and operate campus dining services which are maintained as an integral part of KSU's educational activities solely for the use of students, faculty, staff, employees, invited guests, and others designated by KSU. The campus dining food services shall include:

* Operation and management of all aspects of KSU's cafeteria facilities, including food preparation, service, and cleanliness.

* Development and implementation of menus that cater to the diverse dietary preferences and cultural backgrounds of the KSU community, including vegetarian, vegan, gluten-free, and international cuisine options.

*Adherence to KSU Nutrition Guidelines

*All menu offerings must have nutritional and ingredient data available upon request. o Supplier agrees to use Healthy nutrition guidelines to identify healthier choices and will work with KSU to modify menu offerings when requested.

The Contractor shall also ensure compliance with all health and safety regulations, including food handling, sanitation, and allergen management.

All food served in the dining halls, retail locations, and at catered events will be of high quality, creatively presented, and accurately labeled with respect to allergens. There will be a sufficient variety of food offerings reflecting KSU's commitment to all community members.

The Contractor shall inform KSU of new and potential services that may be beneficial to the KSU. KSU and the Contractor will jointly determine if any such new service shall be incorporated into KSU's foodservice operations.

The Contractor shall be granted exclusive rights to operate the dining facility and shall have first right of refusal for catering operations as defined in the RFP. Vended carbonated and non-carbonated beverages are NOT part of this agreement.

Capital Investment

As part of the University's award of RFP 25-04, the Kentucky Office of Vocational Rehabilitation (KOVR) committed to providing a minimum capital investment of Five Hundred Thousand Dollars ($500,000.00), with an anticipated initial investment of up to Eight Hundred Thousand Dollars ($800,000.00), based upon operational needs and mutually agreed-upon improvements.

The parties acknowledge that the planned renovations and capital improvements contemplated under the original award have not yet been completed. Accordingly, KOVR agrees that its capital investment commitment shall remain in full force and effect under this Agreement until such improvements have been substantially completed, unless otherwise modified by mutual written agreement of the parties.

The capital improvements may include, but are not be limited to, upgrades to kitchen equipment, dining facilities, and food service equipment supporting University athletic operations, together with the assumption of repair and maintenance responsibilities for installed equipment as proposed in KOVR's response to RFP 25-04. Equipment purchased and installed by KOVR shall remain the property of KOVR unless otherwise agreed to in writing by the parties.

Catering, Camps and Conferences

The Contractor shall have exclusive right of first refusal for all catering requests and catering operations as defined in this Contract, with the exception of bookstore items (e.g., convenience store items, dry goods, etc.) and vended carbonated and noncarbonated beverages, which are NOT part of this agreement.;

The Contractor shall comply with all current and future beverage and bookstore agreements that KSU enters into,

Catering Exclusions:

(1) KSU allows outside catering by private individuals in these locations: Hillcrest (President9s Campus Residence) and the Harold Benson Research Farm Environmental Education and Research Center

(2) Student Organizations and the Office of the President are exempt from the requirement to use Campus Dining for their catering needs, although they may opt to do so.

Beverage:

KSU has an exclusive beverage contract with G & J Pepsi Company. The contract has a final expiration of June 30, 2031.

Vending:

KSU has a separate contract with Kentucky Department for the Blind for snack vending.

Bookstore:

KSU has an exclusive contract with Follett. The current contract is valid until June 30, 2032.

Food Trucks: For certain Athletic and partner events, outside food trucks may provide concessions at the Thorobred Athletic Complex, William Exum Center, and outdoor carnpus facilities.

Kitchens and serveries of KSU will not be used for catered events by outside parties. New facilities may or may not be added at the discretion of the KSU. Exceptions to this include Hillcrest and the Harold Benson Reseatch Farm Environment Education and Research Center, as stated above. 3 of The Contractor shall provide quality services as outlined in the Contract Documents, in accordance with KSU's quality and performance standards, at locations mutually agreed to by both parties. KSU reserves the tight during non-operating periods to utilize the food service and dining facilities for other purposes and the right to engage any other food service contractor to provide food and beverages for events.

Staffing

Contractor is required to provide a staffing plan to ensure all service periods are sufficiently staffed, including periods of limited operations during summer, camps, special events, early arrivals, etc. Special attention needs to be made to weekends. The Contractor is also required to detail the payroll rates and benefit costs for all hourly and salaried employees for this operation, and indicate to whom this unit's manager will report. Contractor must provide a plan to utilize stations to their capacity.

Contractor must provide a management oversight plan to ensure that a manager is observing the dining facility to look for potential issues (e.g., running out of food, cleanliness issues, etc.) so that these issues can be corrected immediately.

Contractor must ensure proper preparation for busy periods to ensure minimal wait times for customers and to ensure that they will not run out of food items during peak periods.

Retail Operations

Contractor shall provide retail products at the Premises and at such other locations as KSU and Contractor shall agree.

Branded Concepts.

Contractor shall operate the Branded Concepts at KSU's Premises under the conditions set forth below.

1. Contractor shall control all aspects of the Branded Concepts, including menus, recipes, pricing, staffing and hours of operation with consultation of KSU.

2. Representatives of the licensor, franchisor, or subcontractor of the Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.

3. Contractor shall notify KSU at least thirty (30) days in advance of any termination or expiration of a license agreement, franchise 8agreement, or subcontract related to a Branded Concept. Contractor and KSU shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of this Agreement.

4. Upon termination or expiration of this Agreement, Contractor shall remove the equipment related to the Branded Concepts in accordance with the terms of the applicable license or franchise agreements.

5. At the commencement of this Agreement, Contractor shall operate or cause to be operated the following Branded Concepts with the applicable fees applied to Operating Expenses:
a. Chicken/Wings/Tenders Establishment - Southern Harvest

b. Habanero's Mexican Grill
c. Specialty Branded Coffee

Retail and Concession Prices.

The prices charged by Contractor for food and other products served by Contractor in the retail and cafeteria operations shall be reasonable and competitive, with prices charged in comparable establishments in the geographic area of the Premises for compatable products similarly prepared and of like quality and portion. Not less than annually, Contractor shall adjust pricing to reflect the change in the Consumer Price Index for Food Away from Home with aproval of KSU.

Operational Efficiency:

Contractor shall optimize staffing levels, scheduling, and training to ensure efficient and effective cafeteria operations during peak hours and special events. Contractor shall also implement technology solutions, such as mobile ordering and payment systems, to streamline transactions and reduce wait times. KSU shall provide to Contractor, in writing, the times it deems peak hours and provide a minimum of seven (7) days written notice prior to any special event.

Sustainability Initiatives

Contractor shall:

*Source ingredients locally and sustainably whenever possible, prioritizing partnerships with local farmers and suppliers, including KSU. It is the goal of KSU to fully leverage our own locally grown and produced meats and vegetables for use in menu planning.;

*Implement waste reduction strategies, including composting and recycling programs, to minimize environmental impact.

*Practice energy conservation practices when at all possible. All new equipment shall be Energy Star compliant with preference given to cost of operation.

*Educate the KSU community about sustainable food practices and the importance of making environmentally conscious dining choices.
Customer Service and Engagement

Contractor shall:

*Provide exceptional customer service by training staff to be knowledgeable, courteous, and responsive to the needs of patrons.

*Offer opportunities for community engagement, such as cooking classes, culinary events, and working with a KSU advisory committee comprised of students, faculty and staff, to foster a sense of belonging and ownership among diners.

Kentucky Food Business Impact .

Contractor and KSU shall set as a goal a total Kentucky Farm Impact and Kentucky Food Business Impact of twenty percent (20%) and to increase purchases by three percent (3%) each Contract Year.

For purposes of this Contract, Kentucky Farm Impact purchases meet the requirements of either of the two categories below:

(1) Majority or Direct Kentucky Farm Source:
The food product or the primary ingredient is sourced exclusively or predominantly (>50%) from Kentucky farms. For this category, specific farm sources can be identified, though they may be comingled.

(2) Mixed or Indirect Kentucky Farm Source: It can be reasonably concluded that more than 10% but less than 50% of the principal ingredient or total ingredients of the food was/were sourced from Kentucky Farms. For this category, specific farm sources are not tracked and cannot be identified.

For the purposes of this Contract, Kentucky Food Business Impact shall mean purchases that do not meet the requirements for either of the two categories below:

(1) Kentucky Food Business/Entrepreneur: Vendor of the product is a food grower, processor, or value-adding enterprise operating primarily in Kentucky, and the owner or the majority of the owners of the enterprise is/are Kentucky residents.

(2) Kentucky Located Food Processor: The food processor adds significant value to the food product through Kentucky operations, beyond agetegation, transportation or distribution, but 8the food processor is not owned or controlled by Kentucky residents.

Monthly reports shall include the total dollar amount of campus food and beverage purchases. In addition, within thirty (30) days of the end of each Contract Year, Contractor shall provide KSU with an annual report showing Kentucky Proud and Kentucky-sourced purchases and products. The annual report will also include the total dollar amount of campus food and beverage purchases.

Reporting and Accountability

Contractor shall maintain accurate records of financial transactions, inventory management, and customer feedback for reporting purposes. Contractor shall also provide regular reports to university ' administration on key performance metrics, including sales trends, customer satisfaction scores, and sustainability initiatives. It is imperative that all costs submitted for reimbursment are carefully delineated between meal program costs and all other catering, concessions, and retail sales costs. Expenses shall be coded in such a way as to clearly identify cost centers.

Technology

All meal plan transactions are to made utilizing the Student/Staff Identification cards. KSU shall be responsible for all costs related to the electronic meal program identification system, including hardware, software, and on-going supplies, including the cost of replacement.

Deliverables

The Contractor shall deliver the following key deliverables:

* High-quality dining services that meet the needs and expectations of the KSU community.

* Comprehensive menus that offer a diverse range of healthy, sustainable, and culturally inclusive options.,

* Operational efficiency and customer service excellence demonstrated through timely and satisfactory dining experiences.

* Implementation of sustainable practices, including waste reduction, recycling, and environmentally friendly, local sourcing of ingredients.

* Ongoing engagement and communication with the university community to solicit feedback and foster a sense of ownership.

ADDENDUM TO PROPOSAL

KOVR shall hold pricing at current levels through year 2 of the contract, after which time an increase of 3% annually shall apply.

Annual Scholarship commitment shall increase to $50000 at the commencement of the contract. This is unrestricted as to recipient and is at the sole discretion of KSU.

For the duration of the Dining Services Contract, Contractor shall increase the amount of utility payback to KSU related to the snack vending from $12,000 to $25,000 annually. This is payable in June of each year for the following year..

Contractor will work with KSU and its students to identify students potentially eligible for KOVR services, including possible tuition assistance to KSU students who qualify for such services in accordance with state and federal law.

Contractor agrees to assume all costs for repair or replacement of KSU-owned equipment related to the dining services operation at no charge to KSU. This is in addition to the proposed capital investment to the operation for which KSU will bear no cost for depreciation or amortization.

Contractor shall apply on behalf of KSU's benefit for the incentives from the Kentucky Department of Agriculture reimbursement program. This allows for up to $8,000 annually, with a $36,000 lifetime Cap.

Kentucky State University shall receive 100% commission of all revenue from Catering, Concessions, and Retail Sales operations. Such program revenue shall be allocated at the sole discretion of the KSU.

IV. PRICING

The costs for the services described above are as follows.

<u>Services</u>
For the adequate performance of the agreed-upon services described in this Contract, KSU agrees to pay the Contractor a sum not to exceed $3,000,000.00 unless modified by a written amendment executed by both parties.

Kentucky State University shall compensate the Contractor through (1) reimbursement of actual, allowable direct costs incurred in the operation of the University's dining services and (2) a fixed management fee of Six Hundred Thousand Dollars ($600,000.00) for the contract term, payable in twelve (12) equal monthly installments of Fifty Thousand Dollars ($50,000.00).

Direct costs shall be limited to those expenses directly attributable to the operation of the University's dining services, including food and beverage purchases, disposable and consumable supplies, labor and benefits, smallwares, chemicals, waste removal, pest control, required licenses and fees, and other operating expenses directly associated with the dining program. Corporate overhead, administrative expenses, and profit are included in the fixed management fee and shall not be reimbursed as direct costs.

The Contractor shall submit monthly invoices itemizing all reimbursable direct costs separately from the monthly management fee. All reimbursable costs shall be supported by appropriate documentation and clearly identify meal program costs separately from catering, concessions, retail operations, and other applicable cost centers.

Contractor is aware of the University's NO PO/ NO PAY policy, which requires a valid Purchase Order reference on all invoices to be approved for payment. It is the responsibility of the vendor to not accept/ confirm any orders without the accompaniment of an approved purchase order upon order placement.
The following provision does not apply to governmental or quasi-governmental entities. The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if requested by KSU.

The above sum shall be paid in the following manner:

Actual direct costs for the program shall be itemized and submitted monthly for reimbursement. Management fee will be paid monthly. All costs submitted for reimbursement shall be carefully delineated between meal program costs and all other catering, concessions and retail sales costs. Expenses shall be coded in such a way as to clearly identify cost centers.

The following provision does not apply to governmental or quasi-governmental entities.
The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if requested by KSU.

<u>Travel</u>
Travel expenses shall not exceed 0.

The following provision does not apply to governmental or quasi-governmental entities.
The Contractor shall not be paid for travel expenses unless and except as specifically authorized by this Contract or authorized in advance and in writing by KSU. The Contractor shall maintain supporting documents that substantiate every claim for travel expenses and shall furnish same if requested by KSU.

<u>Other Expenses</u>
Other expenses shall not exceed 0.

The following provisions do not apply to governmental or quasi-governmental entities.
The Contractor shall not be reimbursed for other expenses of any kind unless and except as authorized by 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. The Contractor shall maintain supporting documents that substantiate every claim for other expenses and shall furnish same if requested by KSU.

<u>Maximum Total Cost</u>
The Contractor's fees, travel expense reimbursements, and other expense reimbursements shall not exceed a total sum of $3,000,000.00.

Notwithstanding any other provision of this Agreement, the total compensation payable by Kentucky State University under this Agreement, including the fixed management fee and all reimbursable direct costs, shall not exceed Three Million Dollars ($3,000,000.00) during the contract term unless modified by a written amendment executed by both parties
.

V. INVOICING

The Contractor shall submit invoices to purchasing@kysu.edu. The Purchasing Department will then review the invoices with the appropriate managing offices for approval. Upon approval, the invoices will be forwarded to the KSU Accounts Payable Department via accounts.payable@kysu.edu.

Payments for services will be made upon receipt of an approved invoice. Payment terms are net thirty (30) days, in accordance with KRS 45.453 and KRS 45.454.

Invoices shall be submitted every 30 days.

Pursuant to KRS 45A.695(7), payments on a memorandum of agreement shall not be authorized for services rendered after disapproval of the contract by the Government Contract Review Committee, unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet.

<u>Invoices for Services</u>
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 the services provided, and the total amount due.

Invoices for Travel Expenses
Invoices for travel must include an original signature. An itemized list of the expenses must be provided on the invoice form. Additionally, the Contractor must submit original or certified copies of receipts for airline tickets, lodging bills, rental car charges, or any other approved travel expenses.

Invoices for Other Expenses
Invoices for other expenses must include an original signature. An itemized list of the expenses must be provided on the invoice form. Additionally, the Contractor must submit original or certified copies of receipts for restaurant charges or any other miscellaneous approved expenses.

Invoices for Contracts Using Federal Funds
To ensure that expenditures are proper and in accordance with the terms and conditions of the Contract and approved project budget, invoices requesting payment should include the following certification:

"To the best of my knowledge and belief, this report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and services of the Contract. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

By signing this Contract, I am certifying, as an official who is authorized to legally bind the Contractor, that any invoices and reports sent by the Contractor to KSU for payment under this Contract shall comply with the above certification. I further certify that the Contractor shall furnish additional information, as requested, to assure KSU that the expenditures are proper and in accordance with the above certification.

VI. EFFECTIVE DATES, RENEWALS, AND MODIFICATIONS

Initial Term of the Contract
The initial term of the Contract shall be from 7/13/26 through 6/30/27.

Effective Date of the Contract
This Contract becomes effective only after it is submitted to the Legislative Research Commission, Government Contract Review Committee. It will remain in effect unless the Committee disapproves it and that disapproval is not overridden in accordance with applicable law.

Renewal Options

☐ No renewals.

☒ 2 optional 2-year renewal(s) upon the Parties' mutual written agreement.

Changes and Modifications to the Contract
No modification or change to any provision of the Contract shall be made, or be 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 proposed effective date of such modification or change. Modification shall be subject to prior approval by KSU's Purchasing Department, KSU's General Counsel, and the Government Contract Review Committee. Memoranda of understanding, written clarifications, and other correspondences shall not be construed as amendments to the Contract.

VII. STANDARD TERMS AND CONDITIONS (REVISED APRIL 2025)

Whereas, KSU has concluded that KSU personnel are not available to perform said functions or that it would not be feasible to utilize KSU personnel to perform said functions; and

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

Whereas, for the aforementioned reasons, KSU desires to avail itself of the services of the Contractor.

Now, therefore, the following terms and conditions are applicable to this Contract.

<u>Legislative Research Commission Policies</u>
This subsection does not apply to governmental or quasi-governmental entities.
Pursuant to KRS 45A.725, the Legislative Research Commission has established policies which govern rates payable for certain professional services. These may be viewed on the Government Contract Review Committee webpage, located at:

https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html

The aforementioned policies may impact any contract established under KRS 45A.690, et seq., where applicable.

<u>Choice of Law and Forum</u>
This subsection does not apply to governmental or quasi-governmental entities.
This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts-of-laws principles. Any action brought against KSU on the Contract, including but not limited to actions for breach of contract or enforcement of the contract, shall be brought in the Franklin Circuit Court, Franklin County, Kentucky, in accordance with KRS 45A.245.

<u>Notices</u>
Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. All such notices, consents, and other communications shall be delivered (a) by personal delivery, (b) certified mail, return receipt requested, (c) overnight courier service providing verification of receipt, or (d) by email. Any notice sent by email shall be deemed delivered on the next business day after the email is sent, unless the sender receives a non-delivery notification. Either Party may change their addresses for notice by providing written notice to the other Party at any address then in effect.

After the award of the Contract, all communications of a contractual or legal nature shall be directed to KSU's General Counsel.

Initial Notice Addresses:

For KSU:

Auxiliary Services
ASB 317
400 East Main Street
Frankfort, KY 40601
aux.services@kysu.edu

With Copy to:

General Counsel
Kentucky State University
400 East Main Street
Frankfort, KY 40601
General.Counsel@kysu.edu

For Contractor:

Kentucky Business Enterprise
275 East Main Street
Frankfort, KY 40601

Cancellation
Either party may terminate and cancel this Contract for any reason, with or without cause, upon no less than 30 calendar days' prior written notice. Notice of cancellation shall be sent in the manner described above. Upon the Contractor's receipt of a notice of cancellation, the Contractor shall discontinue all services with respect to the Contract. The cost of any agreed-upon services provided by the Contractor prior to cancellation will be calculated at the mutually agreed rate prior to the notice of cancellation.

Funding Out Provision
KSU may terminate this Contract—without incurring any obligation for payment after the date of termination—if funds are not appropriated to it or are not otherwise available for the purpose of making payments, regardless of the terms of the Contract. KSU shall provide the Contractor thirty (30) calendar days' written notice of termination of the Contract due to a lack of available funding.

Confidentiality
The Contractor acknowledges and understands that in order to perform services under this Contract, it may receive confidential information pertaining to KSU or to third parties who may have disclosed confidential information to KSU. The Contractor further acknowledges that it may create materials or documents that include said confidential information as a result of the services performed under this Contract. For the purposes of this Contract, such information, materials, and documents are referred to as "Confidential Information."

Confidential Information shall be maintained in trust and confidence by the Contractor. The Contractor agrees to use all reasonable diligence to prevent disclosure of Confidential Information to any third party and to refrain from using or disclosing Confidential Information for any purposes other than as provided under this Contract. The Contractor agrees that it will take reasonable steps to ensure that it and its employees, agents, and subcontractors will abide by the confidentiality obligations of this Contract.

The obligations of confidentiality set forth in this subsection shall not apply to any information that: (a) is or becomes publicly available through no fault of the Contractor; (b) was rightfully in the possession of the Contractor without confidentiality obligations prior to disclosure by KSU; (c) is lawfully obtained by the Contractor from a third party without breach of any confidentiality obligation; or (d) is independently developed by the Contractor without reference to or use of KSU's Confidential Information.

If the Contractor is required by law, court order, or governmental authority to disclose Confidential Information, it shall promptly notify KSU in writing, to the extent permitted by law, to allow KSU an opportunity to seek a protective order or other remedy. The Contractor shall disclose only the minimum amount of Confidential Information required and shall use reasonable efforts to obtain confidential treatment of such disclosure.

The obligations under this subsection shall survive the termination or expiration of this Contract for as long as permitted by applicable law.

Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority KSU is required by Executive Order or otherwise to reduce contract worker hours, the Contract will be reduced by the amount specified in the Executive Order or other such document. If the Contract's funding is reduced, then the scope of work related to the Contract may also be reduced commensurate with the reduction in funding. This reduction of the scope of work shall be agreeable to both Parties and shall not be considered a breach of contract.

Authorized to Do Business in Kentucky

This subsection does not apply to governmental or quasi-governmental entities.

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 this Contract.

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.

Permits and Licenses

This subsection does not apply to governmental or quasi-governmental entities.

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

The Contractor shall pay all sales, use, personal property, and any other taxes arising out of this Contract and the transaction hereby contemplated. 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, and annuities.

Registration With the Secretary of State by a Foreign Entity

This subsection does not apply to governmental or quasi-governmental entities.

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 or entity 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 canceled.

Purchasing and Specifications

This subsection does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he or she will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he or 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 paragraphs that pertain to conflict-of-interest laws and principles and campaign finance, "he" or "she" is construed to mean "they" if more than one person is involved, and if a firm, partnership, corporation, or other organization is involved, then "he" or "she" is construed to mean any person with an interest therein.

Conflict-of-Interest Laws and Principles

This subsection does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he or she is legally entitled to enter into this Contract with KSU, and by holding and performing this Contract, he or she will not be violating either any conflict-of-interest statute (KRS 45A.330–45A.340, 45A.990, 164.390) or KSU's policies and principles concerning conflicts of interest.

The Contractor hereby certifies that (1) neither he or she, nor any member of his or her immediate family,[1] is an employee of KSU or one of its affiliated corporations, (2) no officer or managing partner

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[1] For the purposes of the above section, "immediate family" means an individual's biological, foster, or adoptive parent; stepparent; spouse; qualifying adult; biological, adoptive, or foster child; stepchild; legal ward or any person whom the individual has (or had during the person's youth) daily responsibility and financial support; mother; father; brother; sister; son; daughter; mother-in-law; father-in-law; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandparent; or grandchild. A "qualifying adult" must be over 18 years of age, and, if a blood relative (or relative by adoption or marriage), must be of the same or younger generation of the individual (as used in KRS 391.010), and must be residing in the

of the Contractor, nor any member of his or her immediate family is a KSU employee, and (3) no employee of the Contractor performing services pursuant to this Contract, nor any member of that employee's immediate family, is a KSU employee.

Campaign Finance

This subsection does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he or she, nor any member of his or her immediate family, has an interest of 10% or more in any business entity involved in the performance of this Contract or has contributed more than the amount specified in KRS 121.056(2) to the campaign of the gubernatorial candidate elected in the election last preceding the date of this Contract. The Contractor further swears under the penalty of perjury, as provided for by KRS 523.020, that neither he or she, nor the company which he or she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to him or her, or the company which he or she represents, will not violate any provisions of the campaign finance laws of the Commonwealth of Kentucky.

Access to Records

The Contractor, as defined in KRS 45A.030, agrees that KSU, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence that 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).

Audits

KSU shall be informed by the Contractor of any audit by the Contractor of its records and operations at KSU. KSU shall receive a full report of any such audits (e.g., notification of the completion of any required audits, any adverse findings which impact this Contract). KSU or its designee shall have the right to conduct its own audit of the Contractor's records as they relate to this Contract by providing seven (7) business days' prior written notice to the Contractor. KSU shall notify the Contractor, in writing, of any deficiency in their accounting procedures made known as a result of any such audit. If KSU shall uncover any billing discrepancies of more than one (1) percent, the cost of any such audit shall be at the Contractor's expense.

Attorneys' Fees

This subsection does not apply to governmental or quasi-governmental entities.

If either Party deems it necessary to take legal action to enforce any provision of the Contract, and KSU prevails, the Contractor agrees to pay all reasonable expenses of such action, including any reasonable attorneys' fees and costs incurred at any stage of litigation.

Indemnification

This subsection does not apply to governmental or quasi-governmental entities.

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individual's household and must have done so for a period of at least 12 months, and must also be financially interdependent and unmarried.

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

Social Security

This subsection does not apply to governmental or quasi-governmental entities.

☒ The Parties are cognizant that, pursuant to 42 U.S.C., section 418, the state is not liable for social security contributions relative to the compensation of the Contractor for this Contract.

☐ The Parties are cognizant that, pursuant to 42 U.S.C., section 418, the state is liable for social security contributions relative to the compensation of the Contractor 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 of Kentucky any final determination of a violation by the Contractor within the previous five-year (5-year) period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wage and hour laws, occupational safety and health laws, unemployment insurance laws, and workers' compensation insurance laws, respectively. Disclosure of any violation is required prior to the award of any state contract and throughout the duration of this Contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of the Contractor or any subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under this Contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): (1) the KRS violated, (2) the date of the final determination, and (3) the state agency which issued the final determination.

A list of any disclosures made prior to the award of this Contract shall be attached to this Contract. The Contractor hereby affirms that he or she has not violated any of the provisions of the above statutes within the previous five-year (5-year) period, aside from violations explicitly disclosed and attached to this Contract. The Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

Boycotts

The Contractor represents that, pursuant to KRS 45A.607, it is not currently engaged in, and will not for the duration of this Contract engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. The term "boycott" does not include actions taken for bona fide business or economic reasons, or any actions specifically required by federal or state law.

Lobbying
The Contractor represents that it and any subcontractors performing work under this Contract have not violated the restrictions contained in KRS 11A.236 during the previous five (5) years, and the Contractor pledges to abide by those restrictions for the duration of this Contract.

The Contractor further represents that, pursuant to KRS 45A.328, it has not procured an original, subsequent, or similar contract while employing an executive agency lobbyist convicted of a crime related to such contract within five (5) years of the conviction.

The Contractor hereby certifies that it has complied and will continue to comply with all applicable lobbying laws for services under this Contractor, will maintain required documentation of such compliance, and will make such documentation available for KSU's inspection upon request. The Contractor further certifies that no funds received under this Contract will be used for any political campaign.

Kentucky EEO Requirements
The Kentucky Equal Employment Opportunity Act of 1978 applies to all state government contracts with an estimated value exceeding $500,000. If applicable, the Contractor shall comply with all terms and conditions of the Act.

Discrimination
This subsection applies only to contracts that disburse federal funds, in whole or in part, when the funding terms require inclusion of a nondiscrimination provision. Discrimination—because of race, color, religion, national origin, sex (including pregnancy, sexual orientation, or gender identity), age (40 or older), or disability—is prohibited. During the performance of this contract, the **Contractor** agrees as follows:

Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment on any of the bases listed above. The Contractor further agrees to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act of 1967 (ADEA) and the Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act of 2008 (GINA), and the Kentucky Civil Rights Act, KRS Chapter 344, together with all amendments and implementing regulations.

Reasonable Accommodations. The Contractor agrees to provide, upon request, reasonable accommodations to (a) qualified individuals with disabilities; (b) applicants or employees whose sincerely held religious beliefs require accommodation; and (c) employees affected by pregnancy, childbirth, or related medical conditions, consistent with the ADA, Section 504, Title VII, the Pregnant Workers Fairness Act, and KRS 344.030.

Affirmative Steps Where Required by Law. The Contractor will take affirmative steps, as required under Section 503 of the Rehabilitation Act and the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), to ensure that applicants are employed and employees are treated during employment without regard to their protected characteristics. Such steps shall include, but are not limited to, recruitment, hiring, promotion, transfer, layoff or termination, compensation, and selection for training, including apprenticeship.

Posting of Notices. The Contractor agrees to post in conspicuous places, accessible to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

Solicitations and Advertisements. 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.

Notice to Labor Organizations. The Contractor will send to each labor union or workers' representative with which it has a collective-bargaining agreement or other understanding a notice advising the union or workers' representative of the Contractor's commitments under this clause and will post copies of the notice in conspicuous places available to employees and applicants.

Subcontracts and Purchase Orders. The Contractor will include the substance of the preceding paragraphs of this subsection in every subcontract or purchase order financed in whole or in part with federal funds, unless exempted by applicable statute or regulation, so that such provisions are binding upon each subcontractor or vendor. The Contractor will take any action with respect to a subcontract or purchase order that the administering agency may direct as a means of enforcing these provisions, including sanctions for non-compliance.

Records and Access. The Contractor will furnish all information and reports required by the Commonwealth of Kentucky, by cognizant federal agencies, or by the U.S. Departments of Justice or Labor pursuant to the statutes and regulations cited in this subsection, and will permit access to its books, records, and accounts by authorized officials for purposes of determining compliance.

Sanctions for Non-Compliance. In the event of the Contractor's non-compliance with this clause or any applicable nondiscrimination law or regulation, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Commonwealth or federally-assisted contracts, in addition to any other sanctions or remedies provided by law.

Severability

If any section or subsection of this Contract is held to be illegal, in conflict with any law, or otherwise invalid, the remaining sections and subsections of this Contract shall be considered severable and shall not be affected by such determination, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular section or subsection held to be illegal or invalid.

Entire Understanding

This Contract, as defined under Section II, represents the entire understanding and agreement made between the Parties relating to the services contemplated and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this Contract shall be construed as a whole according to its fair meaning and not strictly for or against either KSU or the Contractor. As aforementioned, this Contract may not be amended or added to except through the process set forth in the subsection titled "Changes and Modifications to the Contract."

VIII. APPROVALS

The Contractor acknowledges and agrees that *only* the following officers of Kentucky State University are authorized to execute this Contract on behalf of the institution: (1) the President or (2) the Vice President of Finance & Administration (CFO).

The Contractor acknowledges responsibility for verifying the authority of any person purporting to execute this Contract on behalf of Kentucky State University. The Contractor further agrees that this Contract shall not be considered duly executed or binding if it is signed by any other employee of Kentucky State University.

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 (1) electronic approvals may serve as electronic signatures and (2) 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.

SIGNATURE PAGE FOLLOWS

Kentucky State University

Signature

Name

Title

Date

Contractor

Signature

Name

Title

Date

Approved as to form

Signature

Name

Title

Date

Approved as to Financial Review

Signature

Name

Title

Date

Requisition No.

Purchase Order No.

Vendor ID No.

FOAP

PERSONAL SERVICE CONTRACT

BETWEEN

KENTUCKY STATE UNIVERSITY

AND

STRATAGON

PSC NO. 27-010

This Personal Service Contract (PSC) is entered into by and between Kentucky State University ("KSU") and Stratgon ("Contractor") to establish a Contract for digital advertising services. This Contract is effective from August 1, 2026 through June 30, 2027.

KSU and the Contractor (together, the "Parties") agree to the following:

I. SCOPE OF THE CONTRACT

KSU

It shall be the responsibility of KSU to provide appropriate guidance to the Contractor for the purpose of facilitating work-product development and the successful completion of all projected work.

KSU shall also N/A

Contractor

The Contractor shall continue services of delivering a comprehensive digital awareness plan and assets to include a full suite of Digital Marketing and Advertising Services, including processes that guide and inform students' experience in the enrollment funnel. The strategies and tactics should increase prospective student inquiries as well as undergraduate and graduate enrollment for the School of Nursing, the MBA program, Engineering, Social Work, KYSU Online and other programs to be determined by the University. The plan and assets will be developed after a thorough point-for-point assessment of the institution's existing efforts, strategies, and resources in the areas of increasing awareness and enrollment.

The contractor will deliver a Digital Marketing and Awareness Strategy and Campaign targeting a diverse population of individuals interested in pursuing additional education specifically in Nursing, Business (MBA), Engineering, Social Work, KYSU Online, and/or other Schools at KYSU. Steps include:

1. Review of the Awareness Strategy
2. Content creation, review and approval
3. Search Engine Optimization
4. Implementation and traction
5. Analytics and reporting

Strategy:
The firm will deliver a Marketing and Awareness Strategy that provides KYSU with specific recommendations and marketing services for growing enrollments in identified programs. Steps include:

1. Target individuals with: an associate's or bachelor's degree, working professionals searching for jobs and higher education opportunities or first- time students interested in higher education opportunities:

a. For the School of Nursing: CNAs, RNs, BSNs
b. KYSU Online
c. For the MBA program: Administrative, Business and Finance, Government Employees, Sales, and Law

d. For the School of Engineering: Manufacturing Engineering Technology, Biological and Agricultural Engineering, Cybersecurity
e. For the School of Social Work: BSW, Human Services, Case Workers, Probation Officers, Behavioral Health, Substance Abuse Counselors

2. Recommend and have the ability to provide a set of proven and cost-effective marketing strategies across multiple channels (social media, paid search, media partners, etc.).
3. Suggest optimal audience segmentation, aligned with institutional needs and priorities, including goals, budget, and demographics.
4. Provide a proforma detailing costs and expected ROI.

Media Tactics:
Vendor will provide, content strategy and engagement tactics to identify opportunities for increasing awareness. This should culminate in a detailed audit report recommending steps to enhance the competitiveness of organic marketing strategies. Steps include:
Content strategy (relevance, variety, distribution). Creative assets
Digital marketing campaigns Search engine presence
Analytics and measurements Brand consistency
Regulatory compliance

Marketing and Lead Generation Campaigns
Vendor will continue to create an effective marketing strategy using various channels to connect KYSU to prospective students in ways that minimize costs and maximize conversions. The vendor will deliver customized ad campaigns, enhanced tracking tools, fully integrated data flow, and ongoing campaign management as part of this process. Steps include:

1. Develop customized ad sets for delivery on multiple digital platforms and paid search media campaigns.
2. Identify effective placement that results in desired outcomes.
3. Include website landing page design to ensure lead is not lost.

II. CONTRACT COMPONENTS AND ORDER OF PRECEDENCE

KSU's acceptance of the Contractor's offer—indicated by the issuance of this PSC—shall create a valid Contract between the Parties consisting of the following:

1. Procurement Statutes, Regulation, and Policies;
2. This PSC and any subsequent written amendments to this PSC;
3. Any other written agreements between the Parties (if applicable);
4. The Solicitation and all attachments (if applicable);
5. Any Best and Final Offer (if applicable);
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation (if applicable); and
7. The Contractor's proposal in response to the Solicitation (if applicable).

In the event of any dispute between or among the provisions of the Contract, the order of precedence shall be as enumerated above.

III. NEGOTIATED ITEMS

N/A

IV. PRICING

The costs for the services described above are as follows.

Services
For the adequate performance of the agreed-upon services described in this Contract, KSU agrees to pay the Contractor a sum not to exceed $275,000

Market Strategy - $41,250
Marketing and Lead Generation - $68,750
Lead/Application Nurture Process - $82,500
Ad and Media spend to support campaigns - $82,500.

The above sum shall be paid in the following manner:

KSU shall pay the Contractor within thirty (30) days of teceipt of an apptoved invoice for services provided remitted to KSU's Accounts Payable department

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if requested by KSU.

Travel
Travel expenses shall not exceed 0.00.

The Contractor shall not be paid for travel expenses unless and except as specifically authorized by this Contract or authorized in advance and in writing by KSU. The Contractor shall maintain supporting documents that substantiate every claim for travel expenses and shall furnish same if requested by KSU.

Other Expenses

Other expenses shall not exceed 0.00.

The Contractor shall not be reimbursed for other expenses of any kind unless and except as authorized by 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. The Contractor shall maintain supporting documents that substantiate every claim for other expenses and shall furnish same if requested by KSU.

Maximum Total Cost

The Contractor's fees, travel expense reimbursements, and other expense reimbursements shall not exceed a total sum of $275,000.00

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V. INVOICING

Pursuant to KRS 45A.695(10), no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the Legislative Research Commission, Government Contract Review Committee.

The PSC Invoice Form is available on the Legislative Research Commission, Government Contract Review Committee website, https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html.

The Contractor shall submit invoices to purchasing@kysu.edu. The Purchasing Department will then review the invoices with the appropriate managing offices for approval. Upon approval, the invoices will be forwarded to the KSU Accounts Payable Department via accounts.payable@kysu.edu.

Payments for services will be made upon receipt of an approved invoice using the PSC Invoice Form. Payment terms are net thirty (30) days, in accordance with KRS 45.453 and KRS 45.454.

Invoices shall be submitted every 30 days.

Pursuant to KRS 45A.695(7), payments on a personal service contract shall not be authorized for services rendered after disapproval of the contract by the Government Contract Review Committee, unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet.

Invoices for Services

Invoices for services must be submitted on the PSC Invoice Form and 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 the services provided, and the total amount due.

Invoices for Travel Expenses
Invoices for travel expenses must be submitted on the PSC Invoice Form and must include an original signature. An itemized list of the expenses must be provided on the Invoice Form. Additionally, the Contractor must submit original or certified copies of receipts for airline tickets, lodging bills, rental car charges, or any other approved travel expenses.

Invoices for Other Expenses
Invoices for other expenses must be submitted on the PSC Invoice Form and must include an original signature. An itemized list of the expenses must be provided on the Invoice Form. Additionally, the Contractor must submit original or certified copies of receipts for restaurant charges or any other miscellaneous approved expenses.

Invoices for Contracts Using Federal Funds
To ensure that expenditures are proper and in accordance with the terms and conditions of the Contract and approved project budget, invoices requesting payment should include the following certification:

"To the best of my knowledge and belief, this report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and services of the Contract. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

By signing this Contract, I am certifying, as an official who is authorized to legally bind the Contractor, that any invoices and reports sent by the Contractor to KSU for payment under this Contract shall comply with the above certification. I further certify that the Contractor shall furnish additional information, as requested, to assure KSU that the expenditures are proper and in accordance with the above certification.

VI. EFFECTIVE DATES, RENEWALS, AND MODIFICATIONS

Initial Term of the Contract
The initial term of the Contract shall be from 08/01/26 through 06/30/27
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Effective Date of the Contract
This Contract becomes effective only after it is submitted to the Legislative Research Commission, Government Contract Review Committee. It will remain in effect unless the Committee disapproves it and that disapproval is not overridden in accordance with applicable law.

Renewal Options

☐ No renewals.

☒ 3 optional one-year renewal(s) upon the Parties' mutual written agreement.

Changes and Modifications to the Contract

No modification or change to any provision of the Contract shall be made, or be 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 proposed effective date of such modification or change. Modification shall be subject to prior approval by KSU's Purchasing Department, KSU's General Counsel, and the Government Contract Review Committee. Memoranda of understanding, written clarifications, and other correspondences shall not be construed as amendments to the Contract.

VII. STANDARD TERMS AND CONDITIONS (REVISED APRIL 2025)

Whereas, KSU has concluded that KSU personnel are not available to perform said functions or that it would not be feasible to utilize KSU personnel to perform said functions; and

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

Whereas, for the aforementioned reasons, KSU desires to avail itself of the services of the Contractor.

Now, therefore, the following terms and conditions are applicable to this Contract.

Legislative Research Commission Policies

Pursuant to KRS 45A.725, the Legislative Research Commission has established policies which govern rates payable for certain professional services. These may be viewed on the Government Contract Review Committee webpage, located at:

https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html

The aforementioned policies may impact any contract established under KRS 45A.690, et seq., where applicable.

Choice of Law and Forum

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts-of-laws principles. Any action brought against KSU on the Contract, including but not limited to actions for breach of contract or enforcement of the contract, shall be brought in the Franklin Circuit Court, Franklin County, Kentucky, in accordance with KRS 45A.245.

Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. All such notices, consents, and other communications shall be delivered (a) by personal delivery, (b) certified mail, return receipt requested, (c) overnight courier service providing verification of receipt, or (d) by email. Any notice sent by email shall be deemed delivered on the next business day after the email is sent, unless the sender receives a non-delivery notification. Either Party may change their addresses for notice by providing written notice to the other Party at any address then in effect.

After the award of the Contract, all communications of a contractual or legal nature shall be directed to KSU's General Counsel.

Initial Notice Addresses:

For KSU:

Jessica Holman
Marketing Department
400 East Main Street
Frankfort, KY 40601

With Copy to:

General Counsel
Kentucky State University
400 East Main Street
Frankfort, KY 40601
General.Counsel@kysu.edu

For Contractor:

Ryan Burkett
Sr. Partner
Stratagon Inc
ryan.burkett@stratagon.com

Cancellation
Either party may terminate and cancel this Contract for any reason, with or without cause, upon no less than 30 calendar days' prior written notice. Notice of cancellation shall be sent in the manner described above. Upon the Contractor's receipt of a notice of cancellation, the Contractor shall discontinue all services with respect to the Contract. The cost of any agreed-upon services provided by the Contractor prior to cancellation will be calculated at the mutually agreed rate prior to the notice of cancellation.

Funding Out Provision
KSU may terminate this Contract—without incurring any obligation for payment after the date of termination—if funds are not appropriated to it or are not otherwise available for the purpose of making payments, regardless of the terms of the Contract. KSU shall provide the Contractor thirty (30) calendar days' written notice of termination of the Contract due to a lack of available funding.

Confidentiality
The Contractor acknowledges and understands that in order to perform services under this Contract, it may receive confidential information pertaining to KSU or to third parties who may have disclosed confidential information to KSU. The Contractor further acknowledges that it may create materials or documents that include said confidential information as a result of the services performed under this Contract. For the purposes of this Contract, such information, materials, and documents are referred to as "Confidential Information."

Confidential Information shall be maintained in trust and confidence by the Contractor. The Contractor agrees to use all reasonable diligence to prevent disclosure of Confidential Information to any third party and to refrain from using or disclosing Confidential Information for any purposes other than as provided under this Contract. The Contractor agrees that it will take reasonable steps to ensure that it and its employees, agents, and subcontractors will abide by the confidentiality obligations of this Contract.

The obligations of confidentiality set forth in this subsection shall not apply to any information that: (a) is or becomes publicly available through no fault of the Contractor; (b) was rightfully in the possession of the Contractor without confidentiality obligations prior to disclosure by KSU; (c) is lawfully obtained by the Contractor from a third party without breach of any confidentiality obligation; or (d) is independently developed by the Contractor without reference to or use of KSU's Confidential Information.

If the Contractor is required by law, court order, or governmental authority to disclose Confidential Information, it shall promptly notify KSU in writing, to the extent permitted by law, to allow KSU an opportunity to seek a protective order or other remedy. The Contractor shall disclose only the minimum amount of Confidential Information required and shall use reasonable efforts to obtain confidential treatment of such disclosure.

The obligations under this subsection shall survive the termination or expiration of this Contract for as long as permitted by applicable law.

Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority KSU is required by Executive Order or otherwise to reduce contract worker hours, the Contract will be reduced by the amount specified in the Executive Order or other such document. If the Contract's funding is reduced, then the scope of work related to the Contract may also be reduced commensurate with the reduction in funding. This reduction of the scope of work shall be agreeable to both Parties and shall not be considered a breach of contract.

Authorized to Do Business in Kentucky

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 this Contract.

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.

Permits and Licenses

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

The Contractor shall pay all sales, use, personal property, and any other taxes arising out of this Contract and the transaction hereby contemplated. 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, and annuities.

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 or entity 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 canceled.

Purchasing and Specifications

The Contractor certifies that he or she will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he or 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 paragraphs that pertain to conflict-of-interest laws and principles and campaign finance, "he" or "she" is construed to mean "they" if more than one person is involved, and if a firm, partnership, corporation, or other organization is involved, then "he" or "she" is construed to mean any person with an interest therein.

Conflict-of-Interest Laws and Principles

The Contractor certifies that he or she is legally entitled to enter into this Contract with KSU, and by holding and performing this Contract, he or she will not be violating either any conflict-of-interest statute (KRS 45A.330–45A.340, 45A.990, 164.390) or KSU's policies and principles concerning conflicts of interest.

The Contractor hereby certifies that (1) neither he or she, nor any member of his or her immediate family,[1] is an employee of KSU or one of its affiliated corporations, (2) no officer or managing partner of the Contractor, nor any member of his or her immediate family is a KSU employee, and (3) no

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[1] For the purposes of the above section, "immediate family" means an individual's biological, foster, or adoptive parent; stepparent; spouse; qualifying adult; biological, adoptive, or foster child; stepchild; legal ward or any person whom the individual has (or had during the person's youth) daily responsibility and financial support; mother; father; brother; sister; son; daughter; mother-in-law; father-in-law; brother-in-law; sister-in-law; son-in-law; daughter-in-law; grandparent; or grandchild. A "qualifying adult" must be over 18 years of age, and, if a blood relative (or relative by adoption or marriage), must be of the same or younger generation of the individual (as used in KRS 391.010), and must be residing in the individual's household and must have done so for a period of at least 12 months, and must also be financially interdependent and unmarried.

employee of the Contractor performing services pursuant to this Contract, nor any member of that employee's immediate family, is a KSU employee.

Campaign Finance

The Contractor certifies that neither he or she, nor any member of his or her immediate family, has an interest of 10% or more in any business entity involved in the performance of this Contract or has contributed more than the amount specified in KRS 121.056(2) to the campaign of the gubernatorial candidate elected in the election last preceding the date of this Contract. The Contractor further swears under the penalty of perjury, as provided for by KRS 523.020, that neither he or she, nor the company which he or she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to him or her, or the company which he or she represents, will not violate any provisions of the campaign finance laws of the Commonwealth of Kentucky.

Access to Records

The Contractor, as defined in KRS 45A.030, agrees that KSU, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence that 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).

Audits

KSU shall be informed by the Contractor of any audit by the Contractor of its records and operations at KSU. KSU shall receive a full report of any such audits (e.g., notification of the completion of any required audits, any adverse findings which impact this Contract). KSU or its designee shall have the right to conduct its own audit of the Contractor's records as they relate to this Contract by providing seven (7) business days' prior written notice to the Contractor. KSU shall notify the Contractor, in writing, of any deficiency in their accounting procedures made known as a result of any such audit. If KSU shall uncover any billing discrepancies of more than one (1) percent, the cost of any such audit shall be at the Contractor's expense.

Attorneys' Fees

If either Party deems it necessary to take legal action to enforce any provision of the Contract, and KSU prevails, the Contractor agrees to pay all reasonable expenses of such action, including any reasonable attorneys' fees and costs incurred at any stage of litigation.

Indemnification

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

Social Security

☒ The Parties are cognizant that, pursuant to 42 U.S.C., section 418, the state is not liable for social security contributions relative to the compensation of the Contractor for this Contract.

☐ The Parties are cognizant that, pursuant to 42 U.S.C., section 418, the state is liable for social security contributions relative to the compensation of the Contractor 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 of Kentucky any final determination of a violation by the Contractor within the previous five-year (5-year) period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wage and hour laws, occupational safety and health laws, unemployment insurance laws, and workers' compensation insurance laws, respectively. Disclosure of any violation is required prior to the award of any state contract and throughout the duration of this Contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of the Contractor or any subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under this Contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): (1) the KRS violated, (2) the date of the final determination, and (3) the state agency which issued the final determination.

A list of any disclosures made prior to the award of this Contract shall be attached to this Contract. The Contractor hereby affirms that he or she has not violated any of the provisions of the above statutes within the previous five-year (5-year) period, aside from violations explicitly disclosed and attached to this Contract. The Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

Boycotts

The Contractor represents that, pursuant to KRS 45A.607, it is not currently engaged in, and will not for the duration of this Contract engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. The term "boycott" does not include actions taken for bona fide business or economic reasons, or any actions specifically required by federal or state law.

Lobbying

The Contractor represents that it and any subcontractors performing work under this Contract have not violated the restrictions contained in KRS 11A.236 during the previous five (5) years, and the Contractor pledges to abide by those restrictions for the duration of this Contract.

The Contractor further represents that, pursuant to KRS 45A.328, it has not procured an original, subsequent, or similar contract while employing an executive agency lobbyist convicted of a crime related to such contract within five (5) years of the conviction.

The Contractor hereby certifies that it has complied and will continue to comply with all applicable lobbying laws for services under this Contractor, will maintain required documentation of such compliance, and will make such documentation available for KSU's inspection upon request. The Contractor further certifies that no funds received under this Contract will be used for any political campaign.

Kentucky EEO Requirements

The Kentucky Equal Employment Opportunity Act of 1978 applies to all state government contracts with an estimated value exceeding $500,000. If applicable, the Contractor shall comply with all terms and conditions of the Act.

Discrimination

This subsection applies only to contracts that disburse federal funds, in whole or in part, when the funding terms require inclusion of a nondiscrimination provision. Discrimination—because of race, color, religion, national origin, sex (including pregnancy, sexual orientation, or gender identity), age (40 or older), or disability—is prohibited. During the performance of this contract, the **Contractor** agrees as follows:

Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment on any of the bases listed above. The Contractor further agrees to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act of 1967 (ADEA) and the Age Discrimination Act of 1975, the Genetic Information Nondiscrimination Act of 2008 (GINA), and the Kentucky Civil Rights Act, KRS Chapter 344, together with all amendments and implementing regulations.

Reasonable Accommodations. The Contractor agrees to provide, upon request, reasonable accommodations to (a) qualified individuals with disabilities; (b) applicants or employees whose sincerely held religious beliefs require accommodation; and (c) employees affected by pregnancy, childbirth, or related medical conditions, consistent with the ADA, Section 504, Title VII, the Pregnant Workers Fairness Act, and KRS 344.030.

Affirmative Steps Where Required by Law. The Contractor will take affirmative steps, as required under Section 503 of the Rehabilitation Act and the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), to ensure that applicants are employed and employees are treated during employment without regard to their protected characteristics. Such steps shall include, but are not limited to, recruitment, hiring, promotion, transfer, layoff or termination, compensation, and selection for training, including apprenticeship.

Posting of Notices. The Contractor agrees to post in conspicuous places, accessible to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

Solicitations and Advertisements. 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.

Notice to Labor Organizations. The Contractor will send to each labor union or workers' representative with which it has a collective-bargaining agreement or other understanding a notice advising the union or workers' representative of the Contractor's commitments under this clause and will post copies of the notice in conspicuous places available to employees and applicants.

Subcontracts and Purchase Orders. The Contractor will include the substance of the preceding paragraphs of this subsection in every subcontract or purchase order financed in whole or in part with federal funds, unless exempted by applicable statute or regulation, so that such provisions are binding upon each subcontractor or vendor. The Contractor will take any action with respect to a subcontract or purchase order that the administering agency may direct as a means of enforcing these provisions, including sanctions for non-compliance.

Records and Access. The Contractor will furnish all information and reports required by the Commonwealth of Kentucky, by cognizant federal agencies, or by the U.S. Departments of Justice or Labor pursuant to the statutes and regulations cited in this subsection, and will permit access to its books, records, and accounts by authorized officials for purposes of determining compliance.

Sanctions for Non-Compliance. In the event of the Contractor's non-compliance with this clause or any applicable nondiscrimination law or regulation, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Commonwealth or federally-assisted contracts, in addition to any other sanctions or remedies provided by law.

Severability

If any section or subsection of this Contract is held to be illegal, in conflict with any law, or otherwise invalid, the remaining sections and subsections of this Contract shall be considered severable and shall not be affected by such determination, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular section or subsection held to be illegal or invalid.

Entire Understanding

This Contract, as defined under Section II, represents the entire understanding and agreement made between the Parties relating to the services contemplated and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this Contract shall be construed as a whole according to its fair meaning and not strictly for or against either KSU or the Contractor. As aforementioned, this Contract may not be amended or added to except through the process set forth in the subsection titled "Changes and Modifications to the Contract."

VIII. APPROVALS

The Contractor acknowledges and agrees that *only* the following officers of Kentucky State University are authorized to execute this Contract on behalf of the institution: (1) the President or (2) the Vice President of Finance & Administration (CFO).

The Contractor acknowledges responsibility for verifying the authority of any person purporting to execute this Contract on behalf of Kentucky State University. The Contractor further agrees that this Contract shall not be considered duly executed or binding if it is signed by any other employee of Kentucky State University.

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 (1) electronic approvals may serve as electronic signatures and (2) 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.

SIGNATURE PAGE FOLLOWS

Kentucky State University

Signature

Name

Title

Date

Contractor

Signature

Name

Title

Date

Approved as to form

Signature

Name

Title

Date

Approved as to Financial Review

Signature

Name

Title

Date

INFORMATION ITEM X.XX

INFORMATION ITEM:

Mariner – Investment Presentation

FACTS:

Representatives from Mariner will provide the Board of Regents with the University's annual investment performance presentation.

The presentation will include an overview of investment performance for the reporting period, current market conditions, portfolio allocation, and performance relative to established benchmarks.

Mariner will also review the portfolio's alignment with the University's Investment Policy and Spending Policy, including compliance with established investment objectives, asset allocation guidelines, and spending distributions.

This item is presented for information only and requires no Board action.

Kentucky State University
Education & General Budget Report FY26 & FY27
Presented to the Board of Regents August 7, 2026

Description	Adopted Budget 6.27.25	Amended FY26 Budget 2.13.26	Projected FY26 as of 7.15.26*	Adopted FY27 Budget 6.12.26
Revenue				
Enrollment			2838 Fall : 2873 Spring	2570 Fall : 2285 Spring
Tuition and Fees	16,948,700	22,055,000	22,871,115	16,800,428
Less Scholarships and Waivers 27%	(3,500,000)	(5,126,000)	(6,481,244)	(4,536,115)
Less Uncollected	(1,000,000)	(1,000,000)	(3,451,772)	(3,024,077)
Net Tuition and Fees Collected	12,448,700	15,929,000	12,938,098	9,240,235
State Appropriations				
Base Appropriations	19,343,900	19,343,900	19,343,900	19,343,900
Fire and Tornado	822,000	822,000	822,000	473,600
Online Program			-	2,000,000
Litigation	895,000	895,000	254,260	645,000
Total State Appropriations	21,060,900	21,060,900	20,420,160	########## #
Sales and Services	1,200,000	1,722,262	909,349	1,200,000
Other Income	0	0	5,605,564	0
Endowment (Off-sets Scholarships and Salaries)	0	0	829,593	800,000
Transfer In	0	0	0	100,000
Total Revenue	**34,709,600**	**38,712,162**	**40,702,764**	**33,802,735**
Expenses				
Salaries and Benefits				
Salaries	13,732,000	15,797,674	14,694,600	14,700,000
Benefits	5,725,800	5,400,000	5,885,233	5,300,000
Sub-total Salaries and Benefits	19,457,800	21,197,674	20,579,833	20,000,000
Supplies/Operating	7,882,916	5,693,181	658,968	600,000
Travel			1,138,890	1,129,446
Interfund			85,267	75,000
Other			329,847	1,653,758
Memberships and Dues			210,661	253,081
Insurance			1,598,409	1,626,457
Equipment			110,203	109,168
SGA Royal Court				50,000
Student Activities				75,000
Vehicles				100,000
Contracted Services	1,300,000	8,201,480	4,884,795	2,750,000
Repairs and Maintenance			667,463	600,000
Utilities	2,381,263	2,300,000	2,314,914	2,520,602
Global Program Operating			3,432,758	500,000
Contingency/Transfers	2,000,000	-	-	431,669
Debt Service	1,687,621	1,319,828	1,687,621	1,328,554
Sub-Total Operating Expenses	15,251,800	17,514,489	17,119,796	13,802,735
Total Expenses	**34,709,600**	**38,712,163**	**37,699,630**	**33,802,735**
Surplus (Deficit)	**0**	**(1)**	**3,003,135**	**0**

Auxiliary Budget Proposal 2026-27

Description	Adopted Budget 6.27.25	Amended FY26 Budget 2.13.26	Projected FY26 as of 7.15.26	Adopted FY27 Budget 6.12.26
Revenue				
Housing	7,450,000	7,142,800	7,368,462	6,512,030
Dining	3,530,000	3,284,100	3,281,789	3,051,888
Bookstore	1,395,000	1,825,550	1,936,590	1,243,994
Commissions/Other		-	22,521	159,000
Less Uncollected		-	(428,438)	(478,196)

Description	Adopted Budget 6.27.25	Amended FY26 Budget 2.13.26	Projected FY26 as of 7.15.26*	Adopted FY27 Budget 6.12.26
Transfer - R&M House Repairs		-	-	100,000
Net Revenue	12,375,000	12,252,450	12,180,924	10,588,717
Expenses				
Salaries	665,000	770,000	440,195	668,026
Benefits	299,250	279,000	158,843	157,029
Contracted Services	4,850,000	6,075,900	6,695,658	4,958,787
Operating	969,340	511,000	81,342	253,000
Utilities	807,000	857,150	737,762	775,000
Transfer Out	1,025,000	0	0	0
Debt Service	3,759,410	3,759,400	3,762,410	3,762,410
Total Expenses	12,375,000	12,252,450	11,876,210	10,574,252
Surplus (Deficit)	0	0	304,714	14,465

*Projection does not include year-end accrual entries

Global Program Revenue and Expense
2024 - 2026
As of 6.30.26

Revenue	**2023-24**	**2024-25**	**2025-26**	**Total**
Tuition - Undergrad		1,414,725	3,011,175	4,425,900
Tuition - Graduate		627,638	1,610,180	2,237,818
Less Resident Student Enrollment		(569,536)	-	(569,536)
Technology Fee		24,800	79,450	104,250
Course Materials		134,791	463,462	598,253
Less Prison Education Program Waivers		-	(924,719)	(924,719)
Net Tuition and Fee Revenue		1,632,418	5,164,267	6,796,685
Less Uncollected		(369,488)	(772,132)	(1,141,620)
As a %		23%	15%	17%
Net Collected		1,262,929	4,392,135	5,655,064
Expenses				
Course Materials	-	134,791	463,462	598,253
FT Payroll and Benefits		303,522	600,626	904,149
Adjuncts Payroll and Benefits		244,800	655,460	900,260
Magellan	2,706,548	2,535,977	1,053,859	6,296,384
Sway	1,127,654	3,032,739	-	4,160,393
Total Expenses	3,834,202	6,251,829	2,773,407	12,859,438
Net Surplus (Deficit) from Collected Portion	(3,834,202)	(4,988,900)	1,618,728	(7,204,374)
Additions to Cover Shortfall				
CPE Grant Funds ($7.1M)	3,834,202	3,265,798	-	7,100,000
E&G (Budget $1M)	-	-	(1,618,728)	(1,618,728)
Fund Balance	-	(1,723,102)	-	(1,723,102)

Amount Due to Magellan	**Magellan**
Paid to-date	1,053,859
Net Collected Less Paid-to-date	3,338,276
Contract Max	1,579,339
Amount Due	525,480

Sway has billed $1,853,419.28l KSU has requested additional documentation of marketing and advertising efforts

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

DATE: August 7, 2026

SUBJECT: Capital Projects and Asset Preservation Pool Changes

FROM: Dr. Heather Bigard, VP Finance and Administration and CFO

ITEM: ACTION

-

BACKGROUND:
There have been changes to the Asset Preservation Pools from fiscal years 2022-2024, 2025, 2026, and 2027.

SUMMARY OF PROGRAMS/ACTIVITIES:
See worksheet with update on each pool, project, and status. The items in "yellow" are items for the Board of Regents to specifically approve. The unhighlighted projects were previously approved.

RECOMMENDATION:
Approve the changes highlighted in yellow, including amount and scope.

MOTION:
To approve the recommendation as stated.

Capital Project and Asset Preservation Pool Changes as of 8.7.26

2022-24 Pool Projects	ORIGINAL Asset Preservation Pool Allocation	PROPOSED Asset Preservation Pool Allocation	Increase/ (Decrease) from this Pool for BOR Approval 8.7.26	Total Project when combined with other Pool and Grant Funds	Status 7.15.26	Updated Scope/Change Request
KSU - Chandler Hall Renovation	$ 970,000	$ 970,000	$ -	$ 9,970,000	Near Completion	None
KSU - Hunter Hall Renovation	$ 750,000	$ 750,000	$ -	$ 8,250,000	Initial Design Complete - See 2024-25	None
KSU - Elevator Repairs, Modernization	$ 500,000	$ 500,000	$ -	$ 500,000	The original project was higher that the budget. DECA rescoping the project	None
KSU - Hume Hall	$ 807,000	$ 821,000	$ 14,000	$ 821,000	Work Complete	None
KSU - MEP Deficiencies	$ 500,000	$ 500,000	$ -	$ 500,000	Work Complete	None
KSU - Dorm Renovations Study	$ 800,000	$ 800,000	$ -	$ 800,000	Ongoing, per dorm	None
KSU - Combs Hall Renovation	$ 8,200,000	$ 8,200,000	$ -	$ 8,200,000	Laundry Room drain issue TBD	None
KSU - McCullin Hall Renovation	$ 500,000	$ 500,000	$ -	$ 2,000,000	Design Complete	None
KSU - Bradford Hall Renovation	$ 1,800,000	$ 2,206,000	$ 406,000	$ 2,206,000	Work Nearly Complete	Request to increase $406,000 to replace deteriorated window lintels.
KSU - Site Improvements Phase 2 & 3 - Walks & Paving	$ 750,000	$ 329,000	$ (421,000)	$ 3,124,706	Combining $329,000 with future allocations.	Request to move $406,000 to Bradford (Windows), $1,000 to Exum (Permits), $14,000 to Hume (Skylight).
KSU - The Halls Renovation Phase I	$ 500,000	$ 750	$ (499,250)	$ 750	Spent $750	Request to Reallocate $499,250 to Student Center Interior Renovation
KSU - Various Demolition Projects	$ 650,000	$ 341,384	$ (308,616)	$ 341,384	Spent $341,384	Request to transfer the balance of $308,616 to Exum

KSU - Exum Center Exterior Repairs	$ 1,363,000	$ 1,684,298	$ 321,298	$ 1,684,298	Bids Accepted Work In-progress	Request to move $313,363 to Exum. ($1,000) from site improvements, and ($308,616) Demo Project. Bids received exceeded available funds.
KSU - Replace Exterior Stairs, Bell Gym	$ 160,000	$ 148,318	$ (11,682)	$ 148,318	Work Complete	Request to transfer the balance of $11,682 to Exum
KSU - Hill Student Center Interior Renovation	$ -	$ 499,250	$ 499,250	$ 6,499,250	Request to Create Project	Request increase Student Center scope by $6,000,000 to renovate the ballroom and 1st floor.
Total	**$ 18,250,000**	**$ 18,250,000**	**$ -**			

2024-25 Pool Projects	ORIGINAL Asset Preservation Pool Allocation	PROPOSED Asset Preservation Allocation	Increase/ (Decrease) from this Pool for BOR Approval 8.7.26	Total Project when combined with other Pool and Grant Funds	Status 7.15.26	Updated Scope/Change Request
KSU - ASB Roof and Windows	$ 2,000,000	$ 2,000,000	$ -	$ 2,000,000	In-Process Estimated Completion in August 2026	None
KSU - Chandler Hall Renovation	$ 7,970,000	$ 9,000,000	$ 1,030,000	$ 9,970,000	Total Project $9,970,000 In-Process Estimated Completion in August 2026	BOR Already Approved Scope Increase and Amount on 9.12.24
KSU - The Halls Renovation Phase I	$ 1,000,000	$ -	$ (1,000,000)	$ 750		Request to move funds to Student Center Renovation
KSU - Shauntee Hall Renovation	$ 2,680,000	$ 2,680,000	$ -	$ 15,680,000	Funds rolled forward	None
KSU - Kentucky Hall Renovation - D 25 C 26	$ 700,000	$ 700,000	$ -	$ 17,200,000	Design In-Progress	None
KSU - Door Access Control Project	$ 1,500,000	$ 1,500,000	$ -	$ 1,500,000	In-Process Estimated Completion in August 2026	None
KSU - Building Evaluation & Asset Preservation (HVAC)	$ 3,650,000	$ 3,260,400	$ (389,600)	$ 3,260,400	Spent $2,306,320	None
KSU - Water Filtration Loop	$ -	$ 859,600	$ 859,600	$ 859,600	Design and Acquisition	Requesting initiation of $859,600 project scope to install 3 loop filtration systems for the Central Boiler and Chiller system.
KSU - Site Improvements Phase 2 & 3 - Walks & Paving	$ 1,000,000	$ 1,000,000	$ -	$ 3,124,706	In-Process Estimated Completion in December 2026	Request to move $406,000 to Bradford (Windows), $1,000 to Exum (Permits), $14,000 to Hume (Skylight).
KSU - Hunter Hall Renovation	$ 7,500,000	$ 7,500,000	$ -	$ 8,250,000	Bidding	Requesting CPE approval

KSU - McCullin Hall Renovation	$ 1,900,000	$ 1,500,000	$ (400,000)	$ 2,000,000	The BOR approved add'l 1,500,000 on 1.31.25 to combine with the $500,000 from last pool, for a total of $2,000,000.	None
Contingency	$ 100,000	$ -	$ (100,000)	$ -		
Total	**$ 30,000,000**	**$ 30,000,000**	**$ -**			

2025-26 Pool Projects	ORIGINAL Asset Preservation Pool Allocation	PROPOSED Asset Preservation Allocation	Increase/ (Decrease) from this Pool for BOR Approval 8.7.26	Total Project when combined with other Pool and Grant Funds	Status 7.15.26	Updated Scope/Change Request
KSU - Carver Hall Renovation Phase 1	$ 6,000,000	$ -	$ (6,000,000)	$ 22,500,000	This will become a larger project in 27-28	Request to move these funds to the Student Center Interior Renovation
KSU - Shauntee Hall Renovation	$ 5,000,000	$ 5,000,000	$ -	$ 15,680,000	Bids Requested	This project also includes $3M from Title III Funds that the BOR Approved on 6.12.26
KSU - Design Health Sciences Center HB 6 $5,000,000	$ 5,000,000	$ 5,000,000	$ -	$ 5,000,000	Final design approved by BOR	None
KSU - Site Improvements Phase 2 & 3 - Walks & Paving	$ 2,000,000	$ 1,795,706	$ (204,294)	$ 3,124,706	Bids Requested	Requesting to move $204,294 to Contingency
KSU - Building Evaluation & Asset Preservation (HVAC)	$ 250,000	$ 250,000	$ -	$ 250,000	Holding for Chiller Replacement Project	Request transfer $250,000 to new Emergency Chiller Replacement Project.
KSU - Kentucky Hall Renovation - D 25 C 26	$ 15,000,000	$ 16,500,000	$ 1,500,000	$ 17,200,000	In Design	Project will Renovate Kentucky Hall
KSU - Hill Student Center - HVAC	$ 1,500,000	$ 6,000,000	$ 4,500,000	$ 6,499,250	Creating new Project from 2026-27 Asset Preservation Pool	Request to move funds to Kentucky Hall and Carver to Renovate the 1st Floor and Ballroom.
Contingency	$ 250,000	$ 454,294	$ 204,294	$ 454,294		Request increase in contingency
Total	**$ 35,000,000**	**$ 35,000,000**	**$ -**			

2026-27 Pool Projects	PROPOSED Asset Preservation Allocation	Status 7.15 .26	Proposed Scope
KSU - The Halls Renovation Phase 2	$ 22,500,000	Planning	Request $22,500,000 approval for renovation including environment upgrades, mechanical repairs, window and, wall panel replacement.
KSU - Carver Hall Renovation Phase 1	$ 22,500,000	Planning	Request $22,500,000 approval for mechanical, structural renovations of Carver Hall for Polytechnic instruction.
KSU - Shauntee Hall Renovation	$ 5,000,000	Planning	Increase budget to expand the structure of the new School of Engineering.
Total	**$ 50,000,000**		

Grant Funded Projects Only	USDA	NSF	Title III	Total For BOR Approval
Greenhouse	$ 295,000	$ 799,831		$ 1,094,831
Betty White Renovation	$ 2,853,335			$ 2,853,335
CNC Machine for Engineering			$ 200,000	$ 200,000
Total	$ 3,148,335	$ 799,831	$ 200,000	$ 4,148,166

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

DATE: August 7, 2026

SUBJECT: Capital Asset Approval – CNC Machine

FROM: Dr. Heather Bigard, VP Finance and Administration and CFO

ITEM: ACTION

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BACKGROUND:
All capital items over $200,000 require the approval of the Board of Regents.

SUMMARY OF PROGRAMS/ACTIVITIES:
The Computer Numerical Control (CNC) Laboratory, housed in Shauntee Hall, will support the advancement of the Manufacturing Engineering Technology program by providing students with hands-on training using CNC milling machines, CNC lathes, and robotic automation systems. The laboratory will enhance workforce readiness through experiential learning in precision manufacturing, computer-aided manufacturing (CAM), automation, and advanced manufacturing technologies while supporting instruction, research, and industry partnerships.

The Haas TL-1 is a CNC (Computer Numerical Control) toolroom lathe used to shape raw metal or plastic into precise cylindrical parts. It features an Intuitive Programming System (IPS) that allows operators to run the machine like a traditional manual lathe or use full CNC automation without needing to write complex G-code. Students can use electronic handwheels to manually turn parts, allowing them to learn the "feel" of machining before transitioning to fully automated CNC cycles. Students can turn CAD/CAM designs into functional, real-world components in minutes for competition vehicles (like Formula SAE), robotics teams, or senior capstone projects. By operating the machine, students experience the physical limitations of materials and tooling first-hand. This results in better, more manufacturable designs in their future engineering careers.

RECOMMENDATION:
Approve the purchase of a CNC machine $270,465.19 using Title III Funds.

MOTION:
To approve the recommendation as stated.