

BOARD OF REGENTS
for
KENTUCKY STATE UNIVERSITY



Regular Meeting of the Board of Regents

Special Meeting

Wednesday, February 6, 2019

9:00 a.m.

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

KENTUCKY STATE UNIVERSITY MISSION STATEMENT

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

KENTUCKY STATE UNIVERSITY VISION STATEMENT

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

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

KENTUCKY STATE UNIVERSITY

CORE VALUES

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

Student Centered Philosophy

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

Excellence and Innovation

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

Ethical Conduct

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

Social Responsibility

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

KENTUCKY STATE UNIVERSITY INSTITUTIONAL OFFICERS

Dr. M. Christopher Brown II
Eighteenth President

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

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

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

Ms. Wendy Kobler
Vice President for Institutional Advancement

Ms. Lisa Lang
General Counsel and Records Custodian

Ms. Etienne Thomas
Director of Intercollegiate Athletics

KENTUCKY STATE UNIVERSITY BOARD MEMBERS

Mr. Ron Banks (2023)

Ms. Mindy Barfield, Esq. (2021)

Dr. Karen W. Bearden (2019)

Dr. Elaine Farris (2020), *Chairperson*

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

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

Mr. Dalton Jantzen, MS (2022)

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

Dr. Syamala H.K. Reddy (2021)

Mr. Roger Reynolds (2024)

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

KENTUCKY STATE UNIVERSITY ELECTED BOARD OFFICERS

Dr. Elaine Farris, *Chairperson*

Mr. Dalton Jantzen, *Vice Chairperson*

Dr. M. Christopher Brown II, *Secretary*

Vacant, *Treasurer*

KENTUCKY STATE UNIVERSITY

BOARD COMMITTEES

ACADEMIC AFFAIRS

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

BRAND IDENTITY AND UNIVERSITY RELATIONS

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

INSTITUTIONAL ADVANCEMENT

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

FINANCE AND ADMINISTRATION

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

STUDENT ENGAGEMENT AND SUCCESS

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

GOVERNANCE

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

EXECUTIVE

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

KENTUCKY STATE UNIVERSITY BOARD OF REGENTS
Special Meeting Board of Regents
February 6, 2019

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

AGENDA

- | | |
|--|---|
| 1. Call to Order | Regent Elaine Farris
<i>Board Chair</i> |
| 2. Roll Call | Dr. M. Christopher Brown II
<i>Secretary</i> |
| 3. Adoption of the Agenda | Regent Elaine Farris |
| 4. Opening Remarks | Regent Elaine Farris |
| 5. Agenda Items | |
| A. <i>Approval of Head Football Coach Contract</i> | |
| B. <i>Approval to Terminate Xerox Contract</i> | |
| C. <i>Approval of Ricoh Contract</i> | |
| 6. Closing Remarks | Regent Elaine Farris |
| 7. Adjournment | Regent Elaine Farris |

Kentucky State University Board of Regents
2019 Quarterly Meeting Dates

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



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: February 6, 2019

SUBJECT: Approval of Head Men's Football Coach Employment Agreement

FROM: Finance and Administration

ACTION ITEM: YES

BACKGROUND: In December 2018, Kentucky State University's Head Football Coach position was vacated by John L. Smith. After Coach Smith vacated this position, Kentucky State University posted this position and initiated a national search. Following the search, Kentucky State University evaluated the candidates and made its selection. Kentucky State University and the candidate engaged in extensive contract negotiations and agreed upon a final contract. Kentucky State University now presents this contract to this employment agreement to The Kentucky State Board of Regents for final approval in accordance with the following sections of the Gold Book:

The President of Kentucky State University is responsible for recommending to the Kentucky State University Board of Regents the employment of vice-president level and above staff. The Kentucky State University Board of Regents shall consider the President's recommendation and take action on that recommendation:

Article X:
The President of Kentucky State University

Section 10: The President of Kentucky State University reports to the Board of Regents and serves at its pleasure. The powers and duties of the President include the following:

Article II:
Powers

(f) To recommend to the Board the employment of administrative faculty and vice-president level and above staff;

Section 2: The Board of Regents, in governing the affairs of Kentucky State University shall:

....

(d) Approve the employment of faculty members at the administrative level, and staff employees at the vice-president level and above, and fix their compensation and tenure of service, on recommendation of the President and prior to any offer of employment, except that the President may conditionally appoint these persons for a ninety day period until the next board meeting;

SUMMARY OF PROGRAMS/ACTIVITIES

Lead the Football program under the direction of the Director of Athletics and will implement goals and objectives as they relate to Kentucky's 16-sport NCAA Division II athletics program, The Southern Intercollegiate Athletic Conference (SIAC) and NCAA policies and procedures. Kentucky State University, located in Frankfort, KY, is a public university and a member of the University of Kentucky System.

ALIGNMENT WITH STRATEGIC GOALS:

- Goal #1 Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.
- Goal #2 Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree Persistence, Career Readiness and Graduation Rates.
- Goal #3 Increase the University's Financial Strength and Operational Efficiency

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: Fill a position vacancy.

FISCAL IMPLICATIONS: \$160,000.00 annually; potential for earned incentives

ATTACHMENT: Bio

RECOMMENDATION: Approve the Employment Agreement of the Kentucky State University Head Football Coach.

CHARLIE JACKSON

Charlie Jackson, an Atlanta Falcons assistant coach for the past two seasons, is the new Head Football Coach at Kentucky State University.

“I am ecstatic to accept the Head Football Coach position at Kentucky State University. President Brown and Athletic Director Etienne Thomas speak my language. My minimum standard is graduating student-athletes, but I am extremely encouraged to know that achieving excellence, across the board, with regard to the student-athlete experience, is a priority for this administration.

My goal for the football program is simple: to compete against perfection. Every member of our football operation will demonstrate an all-consuming mindset to maximize his or her God-given potential, and we will do the same as a team. President Brown and Mrs. Thomas have outlined their plan to reclassify to NCAA Division 1 (FCS) status in the near future, and I am thrilled to lead the charge from a football perspective.”

Coach Jackson, a veteran United States Air Force officer, has a long history with the National Football League (NFL) and the National Collegiate Athletic Association (NCAA). As a defensive assistant and defensive backs coach with the Atlanta Falcons, he coached Pro Bowl Strong Safety, Keanu Neal, and Free Safety/Nickel Back, Domontae Kazee, who tied for the NFL lead with 7 interceptions in 2018. The 2017 Falcons defense was the best the organization has had in over 20 years. The defense finished in the NFL top 10 in many categories, including yards per game (318.4 – 9th), rushing yards per game (104.1 – 9th), red zone percentage (45.8% - 5th), and points per game (19.7 – 8th). The 2017 season marked the first time since 1998 the Falcons defense finished the season ranked in the top 10 in both total defense and scoring defense.

Prior to coaching with the Falcons, Jackson served on the NCAA national headquarters staff as a member of the college football rules enforcement group. His background also includes multiple defensive coaching roles with the Green Bay Packers and Denver Broncos and coaching fellowships with the Atlanta Falcons and St. Louis Rams. He also served as a college scout for the Seattle Seahawks organization. He has collegiate experience at Colorado, UCLA, Utah State, Buffalo, and the United States Air Force Academy.

Jackson was a Commissioned Officer in the United States Air Force before entering the coaching arena. He ascended to the rank of Captain while being stationed more than four years at Tyndall Air Force Base, Florida and Los Angeles Air Force Base, California. His duties included serving as the U.S. Government point man in negotiations with three foreign government agencies in support of international treaty agreements.

Jackson was a defensive back at the United States Air Force Academy as a student-

athlete, and he competed two years on the Air Force Academy's indoor track and field team. Following his senior football season, Jackson was selected by his teammates as a permanent team captain and recipient of Air Force football's highest honor, the Brian Bullard Award, as the player who displays unselfishness, pride in his role, total team commitment, and 110 percent effort. Jackson helped Air Force become a consistent member of the Top 25 national rankings including a Top 10 final ranking and conference championship in 1998. At one point during his tenure, Air Force produced major college football's longest winning streak (11 games).

Originally from Montezuma, Georgia, Jackson is a 1995 academic honors graduate of Macon County High School. As a football player at Macon County, he was named First-Team All-Area by the Americus Times-Recorder, First-Team All-Middle Georgia by the Macon Telegraph & News, and First-Team All-State by the Atlanta Journal-Constitution and Georgia Sports Writers Association. He was selected Georgia Region 1A Football Player of the Year and Georgia Class-A Football Defensive Player of the Year. He was also named to the Georgia Academic All-State football team for all classifications

Jackson graduated with a bachelor's degree in management from the United States Air Force Academy. He earned a master's degree in management and sports studies from California State University, Long Beach.

EMPLOYMENT AGREEMENT

WHEREAS, Kentucky State University ("KSU") desires to employ the Employee as the HEAD FOOTBALL COACH, and wishes to enter this Agreement with Charlie Jackson; and

WHEREAS, KSU, in the normal course of business in higher education, maintains an Athletics Program and is a member of the Southern Intercollegiate Athletic Conference ("SIAC") and the National Collegiate Athletic Association ("NCAA"); and

WHEREAS, the parties acknowledge that although this Agreement is sports-related, the primary mission of KSU is education, and accordingly, the primary purpose of all of KSU's legal arrangements including this Agreement, is the furtherance of KSU's educational mission; and

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which consideration is hereby acknowledged, KSU and Employee hereby agree as follows:

I. OFFER OF EMPLOYMENT

- A. Employment is effective as of the day Employee executes this Agreement and shall end on January 31, 2023, unless renewed.
- B. Employment is solely based upon an offer from KSU and an acceptance by the Employee, which must be in writing and executed by the parties. This Agreement in no way grants the Employee a claim to tenure in employment or any years of employment attributable to tenure with KSU.
- C. This employment is contingent upon the Employee completing to the satisfaction of KSU a check of the following: criminal records, educational history, employment history, and any other background checks sought by KSU.
- D. The employment is contingent upon KSU Board of Regent's approval pursuant to Article II, Section 2(d) of the Board's Bylaw's (Gold Book).

II. HEAD FOOTBALL COACH SERVICES AND DUTIES

A. Employment Term

- 1. KSU hereby employs Employee to serve as HEAD MEN'S FOOTBALL COACH for KSU.
- 2. The Employee understands that for administrative purposes only, KSU may issue him an Electronic Personnel Action Form ("EPAF") from time-to-time. Employee specifically acknowledges and agrees that any EPAF issued relative to his employment does not constitute a contract and does not in any way supersede, modify, or amend the terms and conditions of

this Agreement. This Agreement is the sole instrument governing the terms and conditions of the Employee's employment.

B. Employee's Services and Duties

- 1. Employee shall serve as HEAD MEN'S FOOTBALL COACH for KSU and shall report to the Athletic Director of KSU (hereinafter "Athletic Director"). Within the limitations established by the policies, administrative regulations, and guidelines of KSU, the Employee shall have each and all of the duties and responsibilities of Head Men's Football Coach and such other or different duties on behalf of KSU, as may be assigned from time to time by the Athletic Director. During the term hereof, Employee shall observe and conform to the policies and directions established by the KSU Board of Regents and KSU's administrative regulations and guidelines. Employee has a duty to cooperate with, and furnish the NCAA, SIAC and/or KSU with truthful and complete information concerning involvement in, or knowledge of, any rules violation. Education on applicable rules related to the position, satisfactory knowledge of rules and activities in the Men's Football team and documentation of compliance activities are mandatory requirements of this position and the Athletic Director will evaluate the Employee based upon his performance in these areas.**
- 2. Employee shall devote his entire business time, attention and energy exclusively to the business and affairs of KSU, as its business affairs now exist and as they hereafter may be changed. Employee shall not participate in any other football coaching activities, without express authorization from the President of KSU. However, Employee may serve as a member of the Board of Directors of other organizations that do not compete with KSU, and may participate in other professional, civic, governmental organizations and activities that do not materially affect his ability to carry out his duties hereunder.**
- 3. Employee agrees and warrants that he shall use his best efforts and a high degree of care and skill to perform the services required by KSU. Employee further agrees that he shall at all times operate in good faith in performing his obligations under this Agreement. However, Employee makes no other warranties in regard his Services or the results thereof.**
- 4. The Employee shall have the authority to recommend for employment athletics personnel in accordance with the budgetary allowances of the Athletics Department and subject to the approval of KSU. The Employee and the Athletics Department staff shall be subject to all KSU policies, rules and regulations.**
- 5. The duties of the Employee as HEAD FOOTBALL COACH shall include, but not be limited to, the following:**

- a. Direct and conduct the Football program in a manner consistent with the educational purpose, traditions, integrity and ethics of KSU;
- b. Support and encourage the educational pursuits of his student-athletes and use his diligent efforts in seeking to ensure that his student-athletes make progress in a defined degree program;
- c. Use his best efforts to ensure that all academic standards, requirements, and policies of KSU are observed including those in connection with the recruiting and eligibility of perspective and current student-athletes who are academically qualified;
- d. Conduct himself and the Football program in Accordance with the Constitution and Bylaws of the SIAC and of the NCAA; all State and Federal laws, and Kentucky State University policies and procedures; and within the traditional high standards associated with his profession;
- e. Use his best efforts to ensure that student-athletes in the Football program conduct themselves in a sportsmanlike manner and in other ways that will result in a positive image for KSU both on and off the field;
- f. Conduct himself in a sportsmanlike manner and in other ways that serve as a positive role model for student-athletes both on and off the field;
- g. Maintain responsibility for the fiscal and budgetary functions associated with the Football program and shall not incur indebtedness for or on behalf of KSU;
- h. Conduct travel within the allotted budget as is necessary to carry out the duties and responsibilities of the position, and in accordance with established policies and procedures of the KSU;
- i. Maintain responsibility for the supervision of assistant coaches and staff and their activities, including compliance with the SIAC and NCAA constitutions, bylaws, legislation and regulations, and provide annual evaluations thereof;
- j. Conduct recruiting activities, practices, game preparation, and coaching duties so as to develop and maintain a Football program of a high quality and which is competitive within the SIAC and the NCAA;
- k. Maintain and enforce any and all disciplinary policies and drug policies of KSU;
- l. Participate in fundraising and development activities in support of KSU, as directed by the Athletic Director or designee;
- m. Participate in television, radio and other media broadcasts dedicated to KSU athletics as directed by the Athletic Director or designee (including, but not limited to, pre- and post-intercollegiate Football game interviews, call-in radio and sport shows, weekly coach's shows and any special broadcast related to bowl or championship games);
- n. Help KSU fulfill its contract with commercial vendors involving the procurement and endorsement of apparel, equipment and services in support of KSU's Football program and Department of Athletics;

- o.** Initiate and maintain a comprehensive athletic fundraising program, which shall include, but not be limited to, solicitations of non-state or other private revenue sources;
 - p.** Serve as an active member of the Head Coach community; and
 - q.** Perform other duties as may be assigned.
- 6.** Employee agrees to maintain all duties and best practices normally associated with the HEAD FOOTBALL COACH position, including directives of the Athletics Program as established by the Athletic Director or the Athletic Director' designee.
- 7.** Employee agrees that NCAA Bylaws 11.1.1 is applicable to him and that any major violation of these provisions shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures.
- 8.** The parties recognize that a student-athlete may be declared not eligible for competition for academic reasons, as a disciplinary sanction under KSU's Athlete Code of Conduct, or because KSU believes that he or she is not eligible according to the rules for athletic competition specified by the SIAC or the NCAA or for similar reasons. The decision may be made by either the Employee, the Athletic Director, or the President. In no event shall such an action taken by KSU be considered a breach of the Agreement.

III. CONFIDENTIALITY

- A.** Employee understands and agrees that in the course of his employment with KSU, he will receive and become aware of information, projects, practices, customer contacts, potential customers, methodologies and management philosophy relating to KSU's business. Employee hereby acknowledges the sensitivity and confidential nature of such information, and covenants and agrees to keep all such information strictly confidential as required by law. In this regard, employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose, communicate or use the information he obtains or is otherwise exposed to while employed by KSU.
- B.** Employee also understands and agrees that such information may not be disclosed to any third parties without the express, written consent of KSU, unless disclosure is compelled by Court Order or by operation of law. Employee agrees to observe and follow FERPA regulations and other privacy laws. Employee further agrees that in the event of an unauthorized disclosure of confidential information, monetary damages may not be sufficient to cure a breach of this provision. Therefore, Employee acknowledges and agrees that KSU shall be entitled to seek injunctive relief for any breaches of confidentiality, in addition to monetary damages that may also be sought.

IV. COMPENSATION

A. In consideration for services and satisfactory performance of the conditions of the Agreement by the Employee, the annual salary for the position of HEAD FOOTBALL COACH is hereby set as follows:

- 1. Employee shall receive an annual salary of \$160,000.00 for February 1, 2019 to January 31, 2020;**
- 2. Employee shall receive an annual salary of \$160,000.00 for February 1, 2020 to January 31, 2021;**
- 3. Employee shall receive an annual salary of \$160,000.00 for February 1, 2021 to January 31, 2022;**
- 4. Employee shall receive an annual salary of \$160,000.00 for February 1, 2022 to January 31, 2023;**

This salary is based on a full-time, twelve-month period commencing on February 1, 2019. Employee's salary shall be paid by direct deposit on a bi-weekly basis on the normal pay dates for other KSU personnel.

- B. The Employee shall be entitled to any supplemental or fringe benefits generally made available to regular full-time exempt employees of KSU pursuant to its policies, including but not limited to insurance and retirement benefits. Neither the Board nor KSU shall be responsible for any other compensation or monetary benefit to the Employee of any kind unless it is specifically set forth herein. Employee shall be responsible for paying any local, state, and federal or other personal income or other taxes due or owing as a result of his receipt of any compensation or benefits paid pursuant to this Agreement.**
- C. The Employee acknowledges that the Athletic Director has the right to unilaterally reassign the Employee to other KSU duties within the athletic department, in accordance with his skill and qualifications during the term of the Employment Contract. The Athletic Director shall provide reasonable notice to the Employee of such reassignment and shall not be predicated upon any condition precedent to such reassignment. Reassignment acts as an authorized personnel action of the KSU and may be performed for any reason deemed satisfactory by the KSU or no reason, and in the best interest of the KSU. Should such a reassignment occur, the KSU agrees to compensate the Employee at the same salary as set forth in this Agreement. In the event of such a reassignment, any public statement or announcements shall be mutually agreed upon in writing.**

V. BENEFITS

- A.** Employee shall be entitled to all vacation, sick leave, holidays and employee fringe benefits offered other employees, including but not limited to insurance and retirement benefits, in accordance with the Staff policies, administrative regulations, and guidelines. The Employee shall be eligible for increases in salary during the term of this agreement at such times and in such amounts, if any, as determined by the President of KSU in his sole and absolute discretion.
- B.** KSU shall reimburse Employee for all travel and out-of-pocket expenses reasonably incurred by him for the purpose of, or in connection with, the performance of his duties as described under this Agreement. Such reimbursement shall be made in accordance with the travel policy of KSU, laws and regulations of the Commonwealth of Kentucky and NCAA regulations, upon presentation to KSU of vouchers and other required documents itemizing such expenses in reasonable detail.

VI. OUTSIDE OR SUPPLEMENTAL EMPLOYMENT

- A.** The Employee agrees not to accept any supplemental employment opportunities without prior consent of the Athletic Director. In the event that the Employee is, as of the effective date of employment, receiving outside or supplemental employment or functions as an independent contractor, he shall disclose such information, including but not limited to, the amount and source of the outside or supplemental compensation and/or outside or supplemental employment and/or independent contractor earnings. KSU has the right to require, in accordance with the Agreement, the Employee to forego such outside or supplemental compensation and/or outside or supplemental employment or independent contractor projects.
- B.** Outside activities shall only be allowed subject to specific reporting requirements as established by the KSU. In accordance with NCAA requirements, the Employee shall report annually to the Athletic Director all athletic-related income from sources outside the KSU. KSU shall have prompt access to all records of Employee to verify this report.

VII. PERFORMANCE-BASED INCENTIVES

- A.** Employee shall be entitled to receive additional compensation from KSU in the form of performance-based incentives as listed below for specific and measurable achievements, provided that Employee's sport is in compliance with NCAA, SIAC, and KSU policies and regulations and that there are no pending or active NCAA or SIAC investigations of major violations for which the Employee knew or should have known, and contingent upon Employee's satisfactory performance of the duties delineated in Section II of the Agreement as reflected by his current annual

employee performance review as well as contingent on the availability of non-state appropriated funds in the Athletic Department:

1. Graduation Rate BONUS.

In any contract year in which the overall academic performance of the student athletes participating in the Football program meets or exceeds an annual cumulative grade point average of 3.0 (based on the ASR cohort) AND if the team ASR meets or exceeds the NCAA Multi-Year Average:

- (1) Employee will receive additional compensation from KSU in the form of a bonus in an amount equal to One Thousand Five Hundred Dollars (\$1,500.00), and
- (2) Each Football assistant coaches will receive additional compensation from KSU in the form of a bonus in an amount equal to Five Hundred Dollars (\$500.00).

2. SIAC Division Championship Bonus.

In any contract year in which the KSU's Football team wins the SIAC West Division outright or is named Co-Champions of the SIAC West Division:

- (1) Employee will receive a bonus in the amount of Five Thousand Dollars (\$5,000.00), and
- (2) Each Football assistant coach will receive a bonus of One Thousand Dollars (\$1,000.00).

3. SIAC Championship Bonus.

In any contract year in which the KSU's Football team wins the SIAC championship outright or is named Co-Champions of the SIAC:

- (1) Employee will receive a bonus in the amount of Ten Thousand Dollars (\$10,000.00), and
- (2) Each Football assistant coach will receive a bonus of Two Thousand Dollars (\$2,000.00).

In the event the KSU's Football team is named Co-Champions of the SIAC, but does not receive an automatic bid to the DII Postseason

- (1) Employee will receive a bonus in the amount of Five Thousand Dollars (\$5,000.00), and
- (2) Each Football assistant coach will receive a bonus in the amount of One Thousand Dollars (\$1,000.00).

4. Regular Season Game Bonuses.

In any contract year in which KSU's Football team wins eight (8) or more regular season games, Employee and each assistant coach, will receive a bonus for the number of wins in the amounts listed below:

Number of Wins	Head Coach	Assistant Coach
8	\$1,000.00	\$500.00
9	\$2,000.00	\$750.00
10+	\$3,000.00	\$1000.00
Perfect Season	\$5000.00	\$1500.00

Any Regular Season Game Bonuses earned under this paragraph shall be deemed earned at the conclusion of the game that triggers the appropriate bonus. These bonuses are based on the overall team finish for the season and are non-cumulative.

5. DII Playoff Bonus.

In any contract year in which the KSU's Football team participates in the NCAA Division II Football Championship playoff, and for each game won up to but not including the National Championship game,

(1) Employee shall receive a bonus of Two Thousand Five Hundred Dollars (\$2,500.00), and

(2) Each Football assistant coach will receive a bonus of Seven Hundred and Fifty Dollars (\$750.00).

6. DII Championship Bonus.

In any contract year in which KSU's Football team wins the NCAA Division DII Football Championship,

(1) Employee will receive a bonus in the amount of Fifteen Thousand Dollars (\$15,000.00), and

(2) Each Football Assistant Coach will receive a bonus in the amount of Two Thousand (\$2,000.00).

7. Coaching Honor Bonus.

In any contract year in which Employee is named SIAC "Coach of the Year" by the SIAC Conference, Employee shall receive a bonus in the amount of Three Thousand Dollars (\$3,000.00).

B. All performance-based incentives are contingent upon Employee's actual participation in, and coaching of, the Football team for the particular event subject to receipt of the bonus.

C. KSU shall pay to Employee all athletic and/or academics related bonuses earned under this Agreement, if any, within ninety (90) days of the end of the Spring semester once all grades and APR official report has been received by the National Collegiate Athletic Association (NCAA).

D. KSU shall pay all other bonuses to Employee within 90 days of the conclusion of the team's season.

- E. All such bonus payments shall be subject to regular payroll withholdings and shall be made through KSU's regular payroll process.
- F. In the event that any future or amended state or federal law, rule, or regulation, or NCAA or SIAC rule or regulation should prohibit the payment of any bonus listed; render any bonus illegal or ineffectual; or subject KSU to a penalty or assessment or violation of law if such bonus were to be paid, KSU will, to the extent possible, revise such bonus or substitute an alternative incentive payment that would allow for a similar economic benefit to be provided to Employee while preserving for KSU as much of the bargained for institutional benefit as reasonably possible.
- G. All bonuses shall vest upon being earned or achieved (even if payable at a later date). In the event of termination (except for termination with cause), all such vested amounts shall be promptly paid after such termination.

VIII. INCLUSION OF PERSONNEL

- A. Employee may, at his discretion, engage in employment of the following personnel:
 - 1. Assistant coaches (6);
 - 2. Head football equipment manager, pursuant to the approved budget.

IX. TERMINATION

- A. **Termination for Cause:** If the Employee fails to fulfill his obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, the Athletic Director may revoke this Agreement by written notice to the Employee. The notice shall specify the acts or omissions relied upon as cause for termination. Termination for Cause ends all employment and compensation obligations under the Agreement. During his term of employment, the Employee shall keep information about his home address current with KSU.
 - 1. Upon termination of Employee's employment with KSU for cause, KSU shall be under no further obligation to Employee, except to pay all accrued, but unpaid base salary and accrued vacation to the date of termination thereof. Upon notice of termination for cause, Employee shall vacate KSU provided office within 5 calendar days of the notice, and shall return all KSU owned property forthwith. After notice of termination, whether for cause, without cause, or resignation, Employee shall cooperate with KSU, as reasonably requested by KSU, to effect a transition of Employee's responsibilities and to ensure that KSU is aware of all matters being handled by Employee.
 - 2. Incidents warranting "Termination for Cause" shall include, but not be limited to the following grounds:

- a. A Level 1 violation of NCAA or Conference Legislation by Employee or Employee's failure to report a known violation of NCAA or Conference Legislation;
- b. Engaging in conduct that is unlawful or results in Employee's conviction of a crime;
- c. Committing material or repeated violations of any provision of this Agreement or any policy of the Board or the KSU;
- d. Failure by Employee to report promptly to the Athletic Director any violations known to Employee of governing athletic rules or KSU rules and regulations by assistants, coaches, student-athletes or other persons under the direct control or supervision of Employee;
- e. Fraud or dishonesty of Employee in the performance of his duties or responsibilities under this Agreement;
- f. Fraud or dishonesty of Employee in the preparation, falsification, submission or alteration of documents or records of the KSU, NCAA or the conference; documents or records required to be prepared or maintained by law, governing athletic rules, or KSU rules and regulation; other documents or records pertaining to any recruit or student-athlete, including without limitation, expense reports, transcripts, eligibility forms or compliance reports; or permitting, encouraging, or condoning such fraudulent or dishonest acts by any other person, provided that Employee had actual knowledge of such fraudulent or dishonest acts or reasonably should have known about such fraudulent or dishonest acts;
- g. Failure by Employee to respond accurately and fully within a reasonable time to any reasonable request or inquiry relating to the performance of his duties hereunder or the performance of his duties during his prior employment at any other institution of higher learning made by the KSU, the NCAA, the Conference or other governing body having supervision over the athletic programs of the KSU, or that is required by law, governing athletic rules, or KSU rules and regulations;
- h. Counseling or instructing any Employee, administrator, student or other person to fail to respond accurately and fully within a reasonable time to any reasonable request or inquiry concerning a matter relevant to the KSU's athletic programs which shall be propounded by the KSU, the NCAA, the Conference or other governing body having supervision over the athletic programs of the KSU, or that is required by law, governing athletic rules, or KSU rules and regulations;
- i. Soliciting, placing or accepting by Employee of a wager on any intercollegiate or professional athletic contest, or permitting, condoning or encouraging by Employee of any illegal gambling, bookmaking or illegal betting involving any intercollegiate or professional athletic contest; or furnishing by Employee of information or data relating in any

manner to any KSU sports to any individual known by Employee to be, or whom he should reasonably know to be a gambler, better or bookmaker, or an agent of any such person, or the consorting or associating by Employee with such persons;

- j. Use or consumption by Employee of alcoholic beverages, drugs, controlled substances, steroids or other chemical in such degree and for such appreciable period as to impair significantly or materially his ability to perform her duties hereunder; or failure by Employee to fully cooperate in the enforcement and implementation of any drug testing program established by the KSU for student-athletes;
- k. Employee's sale, use or possession, or Employee's permitting, encouraging or condoning by a student-athlete, assistant Employee or other athletic staff member of the sale, use or possession of any drugs, controlled substances, steroids or other chemicals, the sale, use or possession of which by Employee or such student-athlete is prohibited by law or by governing athletic rules;
- l. Failure by Employee to obtain prior approval for outside activities as required by this Employment Contract or by NCAA rules, or to report accurately all sources and amounts of all income and benefits as required by NCAA rules and this Agreement; and,
- m. Committing material or repeated violations of any provision of the Agreement or any policy of the Board or the KSU.

X. TERMINATION WITHOUT CAUSE

- A. KSU may terminate Employee's employment hereunder at any time without cause, provided, however, that Employee shall be entitled to all outstanding compensation owed under Section IV. A, for the term of this Agreement as set forth in Section I.A, including all employment related benefits for the term of this Agreement. All compensation must be paid in full by January 31, 2023.
- B. Upon notice of termination without cause, Employee shall vacate KSU provided office within no more than three (3) calendar days of the notice, and shall return all KSU owned property on or before his last working day. After notice of termination, whether for cause, without cause, or resignation, Employee shall cooperate with KSU, as reasonably requested by KSU, to effect a transition of Employee's responsibilities and to ensure that KSU is aware of all matters being handled by Employee.

XI. RESIGNATION

- A. Upon resignation of employment, Employee shall be entitled to a six (6) month pay out at his current rate of pay as long as the Employee agrees not to accept other employment in athletics six months from the date of the Employee's resignation.

- B.** If the Employee accepts another athletic position within the six months following his resignation from KSU, the Employee agrees that he shall forfeit his right to the full six month pay out and shall refund that portion of the pay out to KSU on a pro rata basis.
- C.** KSU must pay all compensation within six months after resignation.
- D.** Upon resignation of employment, Employee shall vacate KSU provided office within no more than three (3) calendar days of the effective date of the resignation, and shall return all KSU owned property on or before his last working day. After notice of termination, whether for cause, without cause, or resignation, Employee shall cooperate with KSU, as reasonably requested by KSU, to effect a transition of Employee's responsibilities and to ensure that KSU is aware of all matters being handled by Employee.

XII. DISABILITY OF EMPLOYEE

- A.** KSU may revoke this Agreement, without liability if Employee shall be permanently prevented from properly performing his essential duties hereunder with reasonable accommodation by reason of illness or other physical or mental incapacity for a period of more than sixty (60) consecutive days.
- B.** Upon such revocation, Employee shall be entitled to all accrued, but unpaid Base Salary and vacation. Upon notice of such revocation, Employee shall vacate the KSU provided office within 10 calendar days of the notice, and shall return all KSU owned property forthwith. To the extent possible, Employee shall cooperate with KSU, as reasonably requested by KSU, to effect a transition of Employee's responsibilities and to ensure that KSU is aware of all matters being handled by Employee.

XIII DEATH OF EMPLOYEE

- A.** In the event of the death of Employee during the Employment Period, KSU's obligations hereunder shall automatically cease and terminate; provided, however, that within fifteen (15) days KSU shall pay to the Employee's estate or personal representatives Employee's Base Salary and vacation accrued but not paid at the time of death.
- B.** The Employee's estate shall make arrangements with KSU to remove any personal belongings of Employee from KSU property as soon as practicable.

XIV. RELOCATION EXPENSES

Employee shall be reimbursed for receipted expenses relating to one (1) house hunting trip and for relocation expenses to Kentucky, up to ten thousand dollars (\$10,000) via the regularly scheduled payroll cycle.

XV. TEMPORARY HOUSING

Employee shall have access to temporary university housing not to exceed thirty (30) days from the first day of employment.

XVI. MEMBERSHIP APPLICATION TO NCAA DIVISION I FOOTBALL CHAMPIONSHIP SUBDIVISION

KSU will submit the required application form and remit the corresponding financial remuneration to the National Collegiate Athletic Association (NCAA) seeking reclassification to the Division I level of the NCAA and specifically the Football Championship Subdivision (FCS) no later than June 2021.

XVII. KSU RECORDS

All materials or articles of information including, without limitation, personnel records, recruiting records, team information, films, statistics, or any other material or data furnished to Employee by KSU, or developed by Employee on behalf of KSU or at KSU's direction, or for KSU's use or otherwise in connection with Employee's employment hereunder are and shall remain the sole property of KSU. If KSU requests the return of such materials at any time during, or at, or after, the termination of Employee's employment, Employee shall immediately deliver same to KSU.

XVIII. EQUAL PARTICIPANTS

Each party hereto shall be viewed as an equal participant, and each party agrees that there shall be no presumption against the drafting party.

XIX. NOTICE

Any notice provided for herein shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered, certified, or first-class mail to such party. Unless hereinafter changed by written notice to Employee, any notice to the Board shall be sent addressed to Dr. M. Christopher Brown II, Eighteenth President, Kentucky State University.

XX. MISCELLANEOUS PROVISIONS

- A.** This agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or oral or written agreement between the parties respecting the subject matters contained herein. The parties understand and agree that this agreement shall be construed under and in accordance with the

laws of the Commonwealth of Kentucky and that the agreement may not be modified unless in writing, signed by both parties; and

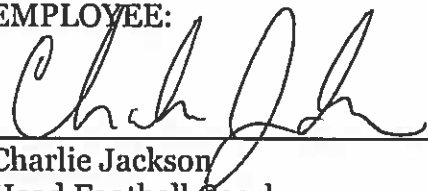
- B.** The parties further agree that any waiver of any part of this agreement shall not be a waiver of a breach of this agreement in whole or in part constitute a waiver of any other of succeeding breach. In case any one or more of the provisions in this agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceable for any provisions shall not affect any other provision hereof, but this agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in the agreement.

IN WITNESS WHEREOF, the parties to the agreement have hereunder affixed their signatures on the day and year first above written.

KENTUCKY STATE UNIVERSITY:

Douglas R. Allen II
Executive Vice President

EMPLOYEE:



Charlie Jackson
Head Football Coach



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: February 6, 2019
SUBJECT: Approval of Termination of Xerox Contracts
FROM: Finance and Administration
ACTION ITEM: YES

BACKGROUND: Kentucky State University (KSU) entered into Services and Solutions Agreements No. 7100589-001 and 7100589-003 with Xerox on or about September 8, 2011. On or about August 3, 2016, Kentucky State University renewed those agreements through 2021. Pursuant to the terms of those agreements, Xerox provides Kentucky State University with 1) managed print service; 2) mail distribution, and fulfillment; and 3) document production, and publishing.

KSU now seeks to exercise its right to terminate both agreements before they expire in 2021 by providing a ninety-day notice to Xerox.

SUMMARY OF PROGRAMS/ACTIVITIES:

KSU seeks approval to provide notice to Xerox of its intent to cancel its agreement with Xerox to provide KSU with all campus copiers (Services and Solutions Agreements No. 7100589-001). During the notice period, CMT will issue on KSU's behalf a Request for Proposal to secure a new vendor to provide campus copiers. KSU will be seeking a vendor as part of its energy performance contract. CMT has advised KSU that another vendor that can provide the services Xerox now provides at a significant cost savings.

KSU also seeks approval to provide notice to Xerox of its intent to cancel its agreement with Xerox to provide mail, distribution and fulfillment as well as document production and publishing.

ALIGNMENT WITH STRATEGIC GOALS:

- Goal #1 Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.
- Goal #3 Increase KSU's Financial Strength and Operational Efficiency

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS:

While there are Early Termination Costs associated with the termination of 7100589-001, KSU will recoup these early termination costs as part of the energy savings performance contract.

As for 7100589-003, KSU does not anticipate any early termination costs.

ATTACHMENT: N/A

RECOMMENDATION: Approve request to terminate the Xerox Services and Solution Agreement No. 7100589 (001 and 003).



KENTUCKY STATE UNIVERSITY

Board of Regents

DATE: February 6, 2019
SUBJECT: Approval of Ricoh U.S. Communities Master Agreement
FROM: Finance and Administration
ACTION ITEM: YES

BACKGROUND: Kentucky State University (KSU) previously entered into a contract with Xerox to provide campus mail service (Services and Solutions Agreement No. 7100589-003). Under the terms of the Statement of Work associated with this contract, there is very little included in that contract that relates to student mail service.

At this time, Resident Hall Assistants retrieve student mail from the campus mailroom operated by Xerox and the Resident Hall Assistants take that mail back to the dormitories. Because all student mailboxes are non-operational, Resident Hall Assistants are responsible for disseminating mail to students.

SUMMARY OF PROGRAMS/ACTIVITIES:

KSU has been looking for a vendor willing to, not only provide student mail service, but also willing to create a student mail center staffed to better serve the needs of all students.

RICOH is a company ready, willing, and able to meet the needs of KSU's students. The RICOH Agreement has been executed on behalf of the U.S. Communities Government Purchasing Alliance and is available for use by all public agencies, non-profits and higher education entities.

ALIGNMENT WITH STRATEGIC GOALS:

- Goal #1 Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.
- Goal #3 Increase the University's Financial Strength and Operational Efficiency

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: Minimum Service Fee for this contract is \$11,883 per month; RICOH will charge KSU as needed, for overtime, Freight, Delivery, and Mailing Costs.

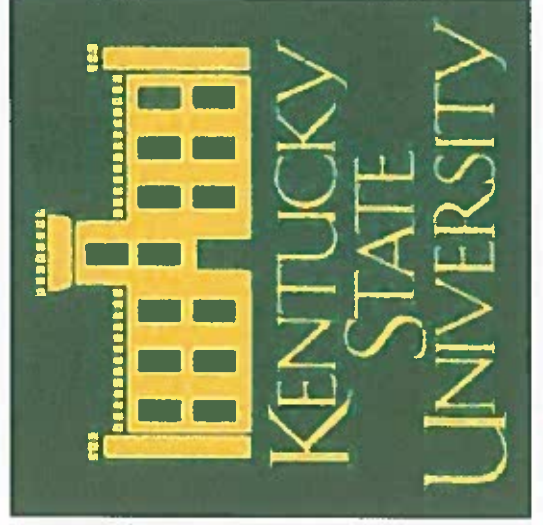
ATTACHMENT: RICOH U.S. Communities Master Agreement and associated agreements; RICOH Findings and Proposal

RECOMMENDATION: Approval of Master Service Agreement



RICOH
imagine. change.

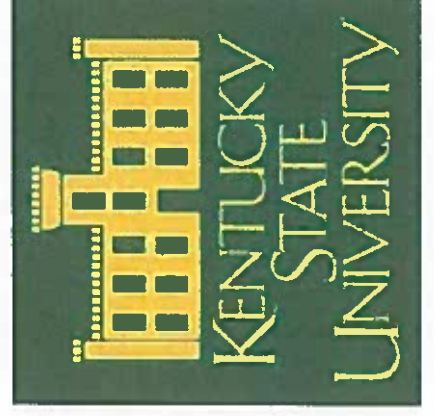
Findings Report – December 11, 2018





Agenda

- Scope and Objectives of the Analysis
- Key Findings
- Proposed Solution
- Financial Considerations
- Next Steps





Scope of Analysis

RICOH
imagine. change.

- Campus Mail and Packages
- Student Mail and Packages
- Courier Services
- Retail Services



FOR INTERNAL USE



Analysis Objectives

RICOH
imagine. change.

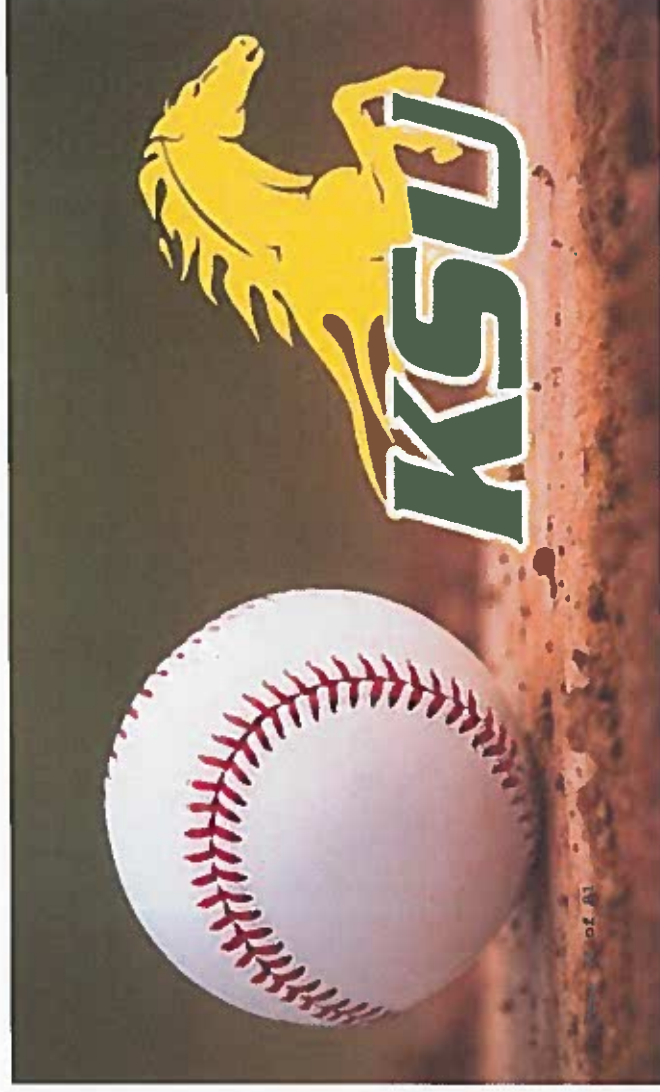
- Evaluate mail services for opportunities to improve productivity, streamline processes and enhance technology
- Maximize efficiency and effectiveness in designated support services
- Drive Student satisfaction through re-engineering mail services
- Drive Revenue through a retail pack and ship model



Strategic Initiatives

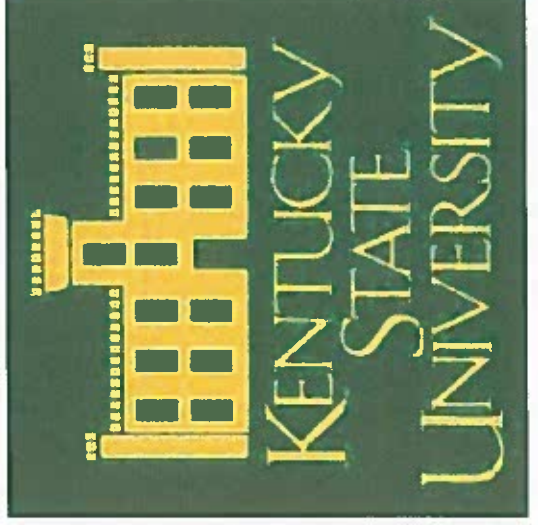
RICOH
imagine. change.

- Improve Student Life and Engagement
- Student Focused Service
- Meet and exceed the expectations of students
- Managing for Innovation
- Continuously improve all operational processes
- The ability of KSU to use data in decision making in order to increase all institutional outcomes



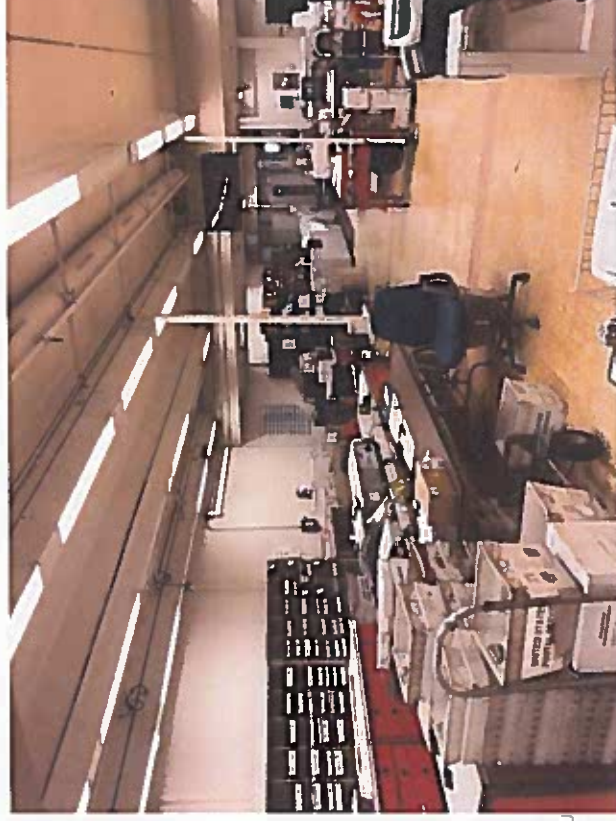
RICOH
imagine. change.

Findings



General Mail Observations

- Hours of operations are 10:00am - 4:00pm
- One Full Time Employee in mail
- Mail and Newspapers are picked up from the Post office at 7:00 am
- 2-3 Tubs of mail each day
- Campus mail is sorted into departmental bins
- Student mail is sorted by dorm and is not part of the courier run
- Packages for students from USPS, UPS, DHL and Fedex are received into the mail center and logged into a “home-grown” Access database for tracking purposes
- A printout is tacked to a bulletin board to notify the student that they have a package
- Another printout is available for students to sign when they pick up their package



General Mail Observations

- There is no automated package notification for students
- Approximately 400 packages per month – approximately 18 per day
- USPS Campus packages are delivered as part of the courier route - *there is no tracking or signature on these packages*
- There are 5 mail runs each day
- Students receive their mail in the resident halls
- There are limited boxes and no real structure to the mail process – varies by dorm
- ***Most of the mail boxes are either broken or not usable and a manual process has been put in place***
- Dorm Directors are responsible for picking up the mail from the Mail center and taking it to the residence hall for disbursement





Student Mail Services

RICOH
imagine. change.

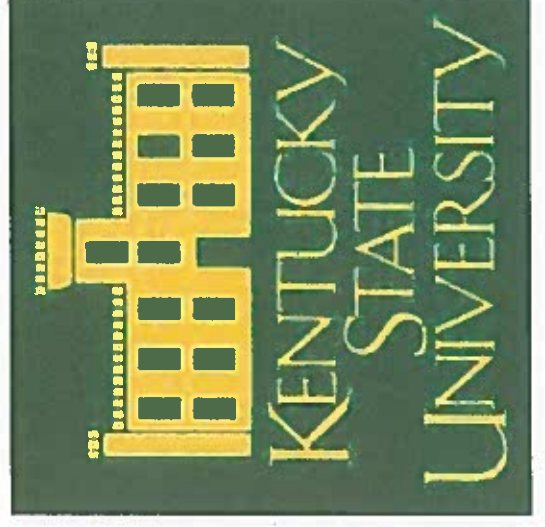
- Approximately 550 students living on campus
- Limited use of technology
- No retail services
- Any payment for product (i.e. stamps) has to be paid for through the cashier's office
- All outgoing campus UPS and FEDEX packages must be carrier ready. These are on the table for pickup when the carrier drops off their next delivery. ***It could be days before these are picked up unless a pickup request is made.***

Packages Received Report			
Person's Name	Class	Person's Name	Class
Person's Name: Alexander	gregory	Person's Name: alexander	4216
Person's Name: alexander	gregory	Person's Name: alexander	4194
Person's Name: alexander	gregory	Person's Name: alexander	4195
Person's Name: alexander	gregory	Person's Name: alexander	4198
Person's Name: aouch	Devin	Person's Name: aouch	4223
Person's Name: covein	Darville	Person's Name: covein	4219
Person's Name: Cross	arn	Person's Name: Cross	4202
Person's Name: Dhye	Ulan	Person's Name: Dhye	1191
Person's Name: thuan	Isabella	Person's Name: thuan	4204
Person's Name: Yusef	Jayce	Person's Name: Yusef	4199
Person's Name: Hal	Shamara	Person's Name: Hal	4187
Person's Name: Hart	Sydney	Person's Name: Hart	4215
Person's Name: Malone	Renae	Person's Name: Malone	3971
Person's Name: Mays	Jacoby	Person's Name: Mays	4180
Person's Name: Mays	Jacoby	Person's Name: Mays	4182
Person's Name: pondexter	Ma	Person's Name: pondexter	4106
Person's Name: Reeves	arlin	Person's Name: Reeves	4217
Person's Name: Roberts	John	Person's Name: Roberts	4186
Person's Name: Shady	Jamere	Person's Name: Shady	4220
Person's Name: Strydom	McKenzie	Person's Name: Strydom	4196
Person's Name: Smith	Wes	Person's Name: Smith	4175
Person's Name: Stone	Shane Alexander	Person's Name: Stone	4181
Person's Name: White	Monique	Person's Name: White	3102
Person's Name: Williams	David	Person's Name: Williams	4222
Person's Name: Williams	Se	Person's Name: Williams	3011



RICOH
imagine. change.

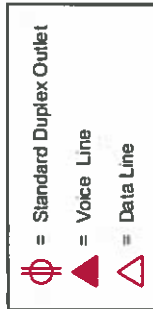
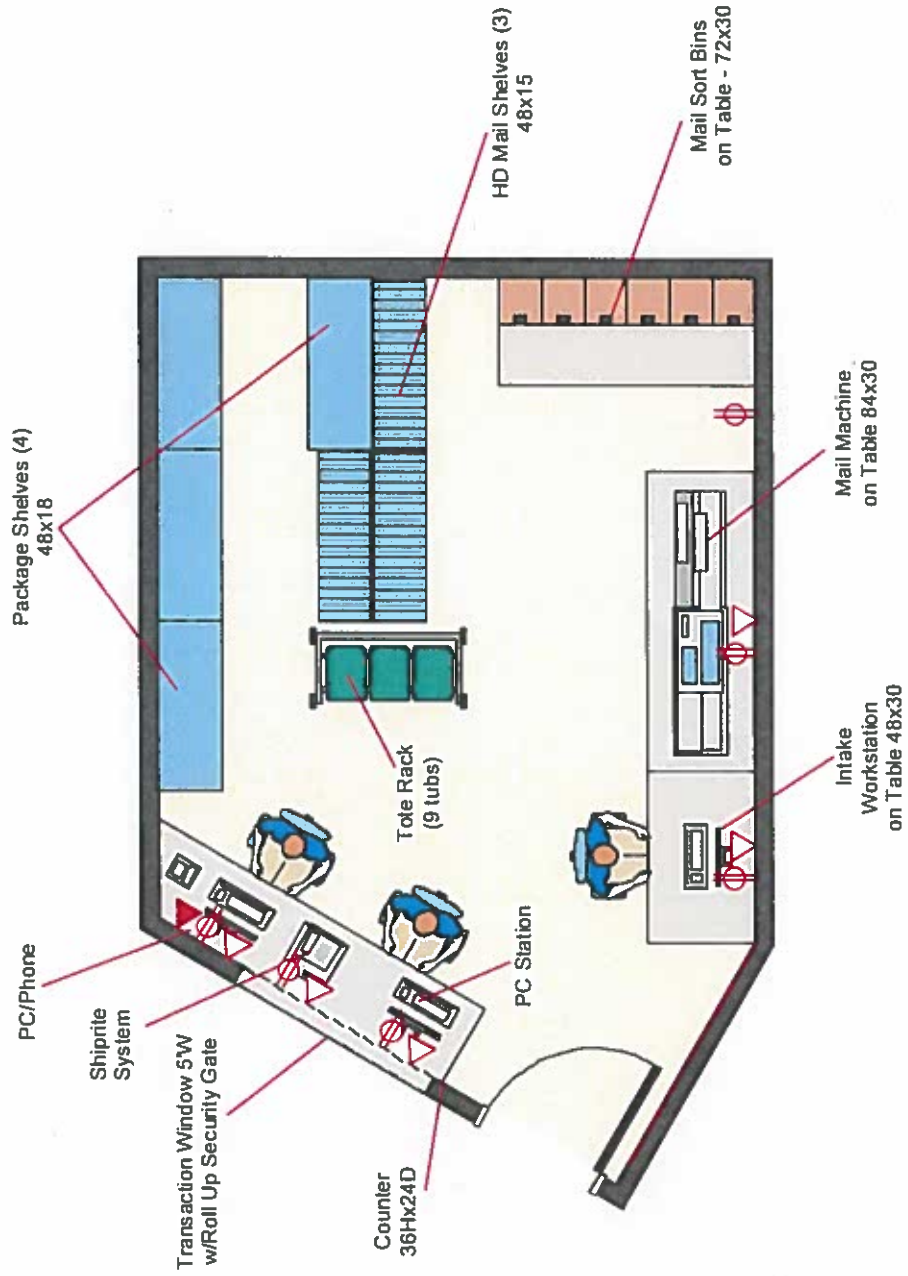
Proposed Solution



Campus Mail & Package Services

RICOH
imagine. change.















PANTHER

PRINT & POST



High Density Mail in Operation

RICOH
imagine. change.

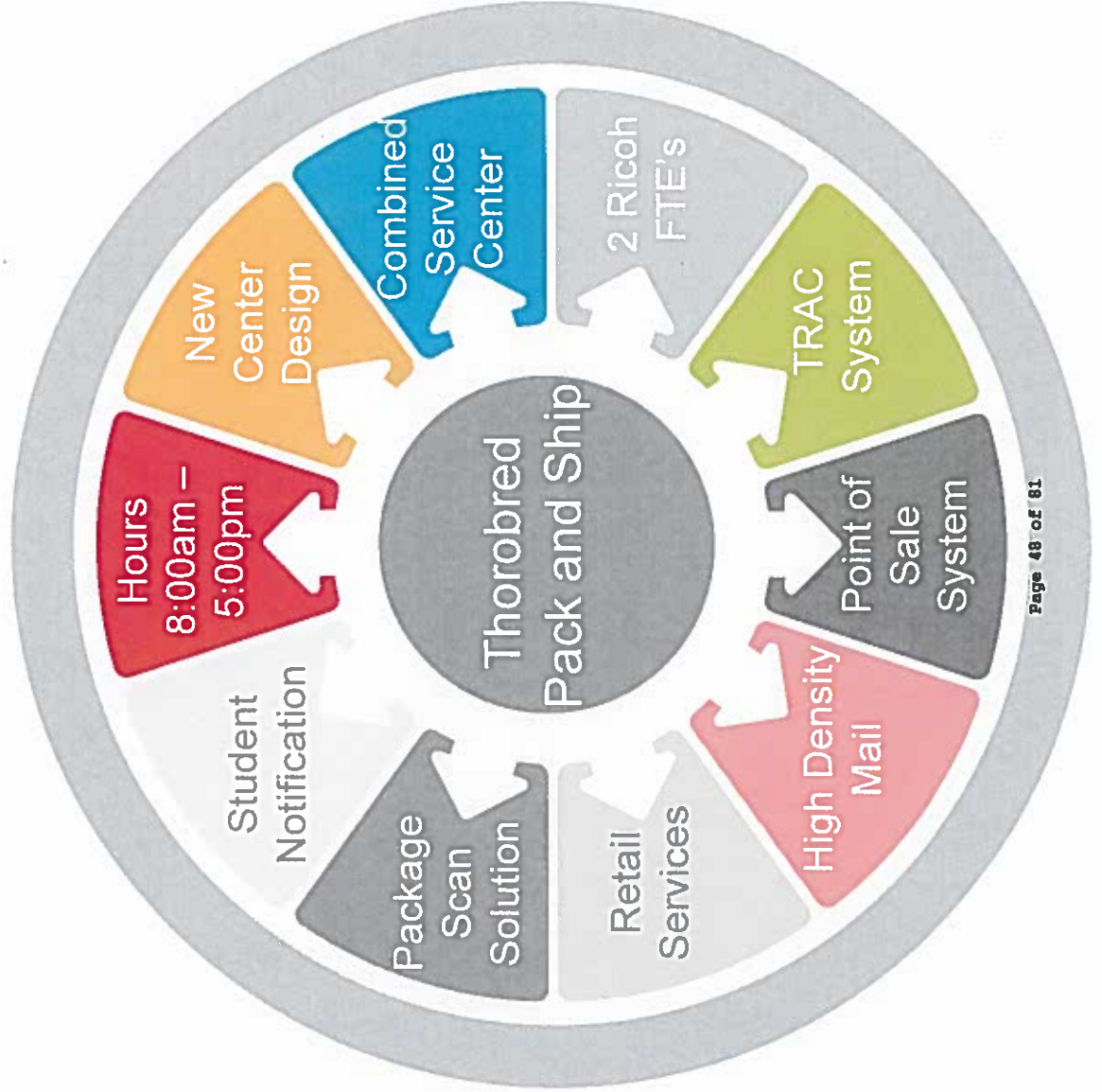


Email notification of incoming US Mail





Thorobred Pack and Ship





Thorobred Pack and Ship

- Moving the mail center into the Hill Student Center
- Converting the mail center into a state of the art retail pack and ship location to meet and exceed the needs of the students
- Assist the University in a Branding Strategy for the new Space
- Assist in acquiring a new mail machine
- Floater Support – When an employee is on vacation / sick Ricoh will provide a trained employee to fill that position

Additional Highlights

- Creative and flexible partnership with one goal in mind: *Enhancing the Student and Faculty experience*
- Retail Sales Area to Include – Expanded shipping options to all main carriers, shipping supplies, etc.
- Additional payment form by accepting credit and debit cards
- Automated notifications for letters and packages
- ShipRight Point of Sale System





Additional Highlights

- 15-20% savings on outbound accountable package shipping (UPS and FedEx)
- 15-20% Outbound Shipping revenue increase
- **Approximately \$1,200 in monthly revenue**

Revenue



Cost



Marketing & Branding

RICOH
imagine. change.



Marketing Materials



Brochure



Digital sign



Digital sign



Student newspaper ad



HUB ad

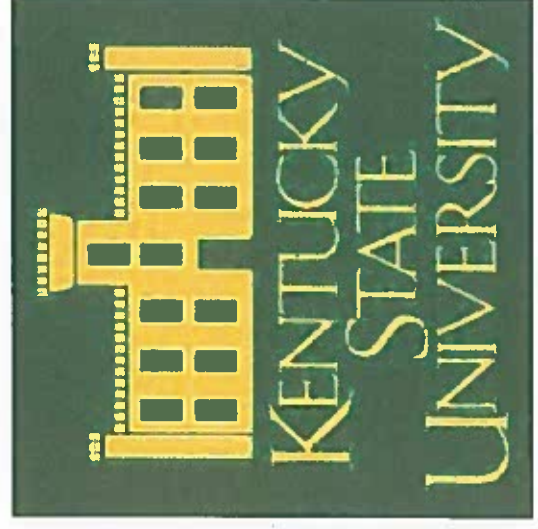


Bus ad





Financial Considerations





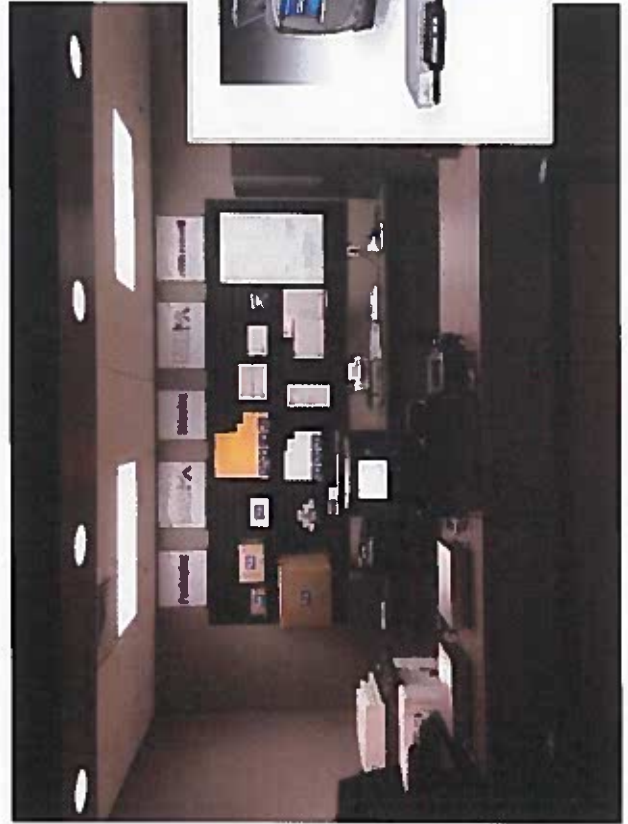
Proposed Monthly Fee

RICOH
imagine. change.

➤ **Monthly Management Fee**

\$11,985

- Pricing included mail machine, maintenance and meter rental





Cost Comparison

Business Functional Area	Annual	Current Monthly Cost	Proposed Monthly Cost
Monthly Management Fee		\$ 15,540.00	\$ 11,985.00
Mail Services Labor	\$ 40,108.00	\$ -	\$ -
Mail Services Student Labor	\$ 26,643.75	\$ -	\$ -
Central Receiving Student Labor	\$ 31,972.50	\$ -	\$ -
Postage	\$ 75,054.00	\$ 4,647.00	\$ 4,647.00
Bulk Mail	\$ -	\$ -	\$ -
Mail Equipment	\$ -	\$ -	\$ 700.00
Delivery Vehicle	\$ -	\$ -	\$ -
Revenue			\$ (1,200.00)
Total	\$ 173,778.25	\$ 20,187.00	\$ 16,132.00
Monthly Savings			\$ 4,055.00



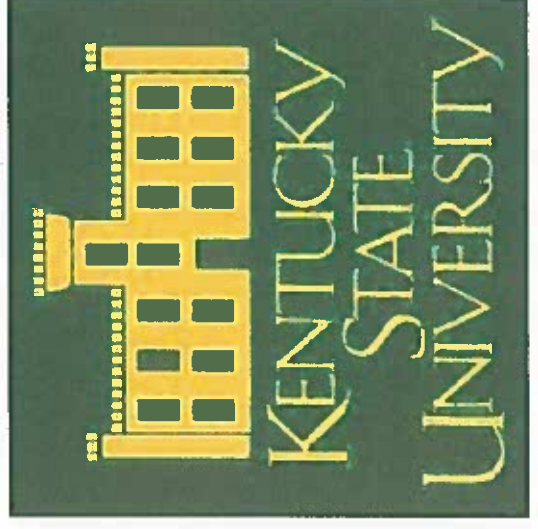
Next Steps

- Define Project Plan timeline
- Develop Project Plan for Implementation
- Perform Implementation
- Follow-Up Support and Monitoring



RICOH
imagine. change.

Thank you.



RICOH
imagine. change.

**U.S. COMMUNITIES
MASTER AGREEMENT
(MANAGED DOCUMENT SERVICES AND/OR LABOR)**

Customer:

Full Legal Name: Kentucky State University

Address: 400 East Main Street

City: Frankfort State: Kentucky Zip: 40601

THIS MASTER AGREEMENT ("Agreement") is made by and between Ricoh USA, Inc. ("Ricoh") with its principal place of business at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355 and the customer listed above ("Customer"). This Agreement shall be effective from the 1st day of March, 2019 and shall remain in effect for so long as any current or renewal term of any Order Form (as defined below) executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. This Agreement is executed pursuant to the Contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the Contract Period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Order Form entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order Form. This Agreement shall consist of the terms and conditions of the Contract and this Agreement and any Order Form issued pursuant thereto. As it pertains to this Agreement for Services (as defined below), the order of precedence of the component parts of this Agreement shall be as follows: (a) the terms and conditions of the Order Form (b) the terms and conditions of this Agreement, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Agreement in cases of conflict or inconsistency therein.

1. Services. Ricoh and/or its affiliate companies will provide Customer and/or its subsidiary and affiliated companies with the services more particularly described in an ordering document (the "Services"). In order to obtain Services from Ricoh, Customer shall submit to Ricoh an ordering document in the form of a Service Order, Statement of Work or other written instrument accepted and approved by Ricoh (an "Order Form"). In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Agreement establishes the terms and conditions between the parties governing all Services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Agreement, will not modify or affect this Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Agreement.

2. Service Warranties. Ricoh warrants that the Services performed under an Order Form will be performed in a good and workmanlike manner. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed; provided, however, resolution of any applicable service levels shall be made in accordance with the terms of the Order Form.

3. Fees and Charges. Customer payment for Services shall be net thirty (30) days. All rates and other charges provided for in any Order Form or owing under this Agreement are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh's income) will be billed to Customer if required to be collected and remitted by Ricoh. Except as expressly set forth in writing, Ricoh may, increase fees and any rate expressly stated in any Order Form with respect to on-site Personnel in accordance with the pricing changes in the Contract. To the extent not prohibited by applicable law and unless and to the extent Customer is exempt and provides a

valid exemption certificate to Ricoh, in addition to the payments under the Order Form, Customer agrees to pay all taxes, assessments, fees and charges governmentally imposed upon Ricoh's provision of the Services under an Order Form.

4. Invoicing. All invoiced amounts shall be due to Ricoh by the date indicated on the invoice and will be considered past due thereafter. To the extent not prohibited by applicable law, if any invoiced amount is not paid within ten (10) days of its due date, Customer will pay, in addition to the invoiced amount, a late charge of five percent (5%) of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Agreement or an Order Form, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred. If Customer is in arrears on any invoice, Ricoh may, on giving notice, withhold or cancel further performance of Order Forms for such Services until all overdue amounts are paid in full. Ricoh may suspend or terminate this Agreement or any Order Form entered into hereunder for non-payment. If Customer disputes a charge or charges on a given invoice, Customer shall pay all non-disputed charges and protest the disputed charges in writing to Ricoh. Customer will not be charged a late fee on any charges disputed by Customer in accordance with this Agreement.

5. Term, Termination of Services. This Agreement is effective as of the date set forth above and will remain in effect for so long as any initial or renewal term of any Order Form remains in effect. Any earlier termination of this Agreement for any reason shall not be deemed to terminate, alter or otherwise modify the term of any Order Form, which shall remain in effect in accordance with its terms and subject to this Agreement. Except as otherwise set forth in an Order Form, either party may terminate any of the Services specified in an Order Form upon thirty (30) days' prior written notice, subject to any termination fee as may be set forth in the applicable Order Form. In the event Ricoh terminates any Services procured hereunder or this Agreement without cause, Ricoh shall

reimburse Customer for all prepaid fees related to Services not rendered prior to termination. Upon termination of this Agreement by Customer, Customer shall be responsible for payment for all Services completed by Ricoh and accepted by Customer through the effective date of termination.

6. Default. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.

7. Confidentiality.

7.1 Ricoh recognizes that it must perform the Services in a manner that protects any information of Customer or its clients that Customer has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Customer Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Customer Confidential Information on a confidential basis. Ricoh further agrees that it will not disclose any Customer Confidential Information without Customer's prior written consent to any third party except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Customer Confidential Information to perform the Services contemplated hereunder. Customer Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, or (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Customer. The terms of this Agreement shall not be considered to be Customer Confidential Information. Customer acknowledges and agrees that any information provided by Customer to Ricoh pursuant to this Agreement that constitutes Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") and the Health Information Technology for Economical and Clinical Health Act, Public Law 111-005 (the "HITECH Act") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder ("Gramm-Leach-Bliley") shall be specifically identified as such to Ricoh in writing.

7.2 The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of Customer owned, Customer leased or Ricoh provided equipment, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at then-current Contract rates. The selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, data information or documentation, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data

Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

7.3 Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws. **RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.**

7.4 Ricoh recommends encryption related to the transmission of data for the provision of Services. If data is required to be encrypted by law (including but not limited to HIPAA, the HITECH Act, or Gramm-Leach-Bliley), and should Customer not encrypt such data, Customer is responsible for such failure to encrypt under the law.

8. Insurance. At all times during the term of this Agreement, Ricoh shall comply with the following insurance requirements:

8.1 Ricoh shall maintain workers' compensation insurance for all such party's employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Ricoh shall also require that all of its subcontractors maintain similar workers' compensation coverage. For the purpose of this Section, self-insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.

8.2 Ricoh shall maintain employer's liability insurance (in the United States typically Coverage B of a workers' compensation policy) with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident; (ii) \$1,000,000 for bodily injury by disease; and (iii) \$1,000,000 for each employee for bodily injury by disease. Ricoh shall also require that all of its subcontractors maintain similar employer's liability coverage.

8.3 Ricoh shall maintain general liability insurance and include the other party as an additional insured. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Ricoh shall also require that all of its subcontractors maintain similar general liability insurance.

8.4 Ricoh shall maintain automobile liability insurance that includes the other party as an additional insured. Limits shall be a minimum of: (i) \$1,000,000 per accident combined single limit or (ii) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under the Agreement.

8.5 Ricoh shall maintain professional liability insurance to the extent applicable to any contracted professional services for any negligent acts, errors or omissions in the performance of such professional services. Policy limits shall be a minimum of \$1,000,000 per occurrence.

8.6 Customer shall maintain insurance, through self-insurance or otherwise, that is necessary for Customer to perform its obligations hereunder and shall be appropriate under applicable law, including commercial general liability and workers' compensation policies.

8.7 With regard to the above, Ricoh's insurance shall: (i) be underwritten by a licensed insurer reasonably acceptable to the other party; (ii) be primary for Ricoh's exposure relative to any insurance purchased or maintained by the other party; (iii) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the other party. With regard to the general liability insurance and automobile liability insurance, Ricoh's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.

9. Indemnification.

9.1 Ricoh shall indemnify, keep and save harmless the Customer, its agents, officials, employees and volunteers against claims of bodily injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Customer in consequence of the performance of this Agreement or which may otherwise result therefrom, to the extent the act was caused through the negligent acts or omissions or willful misconduct of Ricoh or its employees, or that of any Ricoh subcontractor or its employees, if any; and Ricoh shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Customer in any such action, Ricoh shall, at its own expense, satisfy and discharge the same. Ricoh expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Ricoh, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Customer as herein provided.

9.2 Customer shall be responsible for its acts or omissions and the acts or omissions of its agents, officials, employees and volunteers.

9.3 Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Customer represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement.

9.4 Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

10. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN AN ORDER FORM, RICOH MAKES

NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES. Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Professional Services. In the event that Customer desires to order professional services (including but not limited to, document output analysis, back-file conversion services, hosting, coding, data discovery, imaging services, or forensic collection services), or engage Ricoh for certain project-based work ("Professional Services"), it must do so by entering into an Order Form accepted and approved by Ricoh for such purpose. Each Order Form will be governed by this Agreement and the Contract and the following terms:

11.1 Changes to the scope of the Professional Services described in any such Order Form shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide any such Professional Services at the Customer location set forth in the Order Form, as applicable, or on a remote basis as mutually agreed upon. In consideration of the services set forth in the Order Form, Customer shall pay Ricoh the fees in the amounts and at the rates set forth therein per the Contract prices. Ricoh may suspend or terminate such services for non-payment of Services should Customer be in violation of payment provisions of this Agreement.

11.2 Customer acknowledges that Ricoh's performance of any such Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order Form. Estimated delivery and/or service schedules contained in any Order Form are non-binding estimates.

11.3 Intellectual property rights arising from the Professional Services (but not the data, materials or content provided by Customer) shall remain the property of Ricoh, and nothing contained in any Order Form shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Order Form or that may be independently developed by Ricoh outside the scope of the Order Form and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any Professional Services provided pursuant to an

Order Form for any unlawful purpose. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the applicable Order Form or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by Ricoh for Customer in connection with the Professional Services ("Contract Property"), unless otherwise agreed upon in the Statement of Work. Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity any Order Form and the foregoing license relates to the Professional Services only, and software programs shall not be deemed to be deliverables or "Services" or "Professional Services." All licensing for Ricoh or third-party software shall be as provided in subsection 11.4 below.

11.4 All Ricoh and/or third-party software provided by Ricoh as part of or in connection with the Professional Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements. Upon Customer's request, Ricoh shall provide the applicable End User License Agreements to Customer. If such software is manufactured by a party other than Ricoh, then Customer acknowledges that Ricoh is not the manufacturer or copyright owner of such third party software and that Ricoh makes no representations and provides no warranties with respect thereto. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturer of the software and/or products utilized by Ricoh in connection with the Professional Services hereunder, to the extent transferable and without recourse.

12. Export Laws. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable laws or regulations relating to export and re-export control (collectively, "Export Laws") and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage third-party subcontractors, both foreign and domestic, to perform any portion of the Services on Ricoh's behalf. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law.

13. Personnel. If an Order Form provides for the provision by Ricoh of on-site personnel ("Personnel") to perform the Services, such Personnel shall at all times be the employees of Ricoh, and Ricoh shall be solely responsible for the supervision, daily direction and control of such Personnel. Ricoh shall have the right to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to this Agreement. In the event of such removal or reassignment, Ricoh will furnish a replacement. In addition, Ricoh shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers' compensation and disability). Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to perform the Services or to accommodate special requests from Customer. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Ricoh and Customer shall at all times be that of independent contractors, whether under the HITECH Act or otherwise. Should Customer determine that any Personnel are not performing in accordance with

the requirements of this Agreement, Customer shall provide Ricoh with written notice of such failure. Within five (5) business days of Ricoh's receipt of such notice, and in accordance with Ricoh policy and procedure, Ricoh shall remedy the deficiency with the Personnel in question. Notwithstanding, if Customer believes that an action of Personnel warrants immediate action by Ricoh, Customer shall contact Ricoh and provide Ricoh in writing with the reason for requesting such immediate action. Customer may not request that Ricoh take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

14. Purchases of Equipment for Cash. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

15. Assignment. Neither party shall assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

16. Governing Law. This Agreement and any Services procured hereunder shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

17. Non-Appropriation of Funds. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions in this Section 17 shall apply. Customer's obligation to pay compensation due to us under this Agreement and any Order Form is subject to appropriations by Customer's governing board to satisfy payment of such obligations. Customer's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the Order Form to this Agreement shall terminate effective at the end of the fiscal year for which funds were appropriated and Customer will not be obligated to make any payments under such

Order Form to this Agreement beyond the amount appropriated for payment obligations under the Order Form to this Agreement. Customer will provide Ricoh with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by Customer's governing board. However, Customer's failure to provide such notice shall not extend the Order Form to this Agreement into a fiscal year in which sufficient funds have not been appropriated, provided that (x) Customer shall pay any and all payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) Customer shall pay for Services set forth under any such Order Form for each month or part thereof that Customer utilizes the Services.

18. **Miscellaneous.** The parties agree that the terms and conditions contained in this Agreement, the Contract and any document to procure Services make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. All equipment purchased or leased by Customer pursuant to a separate agreement will be separate and independent obligations of Customer governed solely by the terms set forth in such separate agreement. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this Agreement or any document to procure Services hereunder must be in writing and signed by both parties.

The parties hereby acknowledge that this Agreement or any Order Form may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing and sent by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Agreement. Either party may change its address by giving written notice of such change to the other party. Notices shall be effective on the date received. If more than one affiliate or subsidiary of Customer has signed this Agreement, each such Customer agrees that its liability is joint and several. If Customer has signed this Agreement on behalf of any of its subsidiaries or affiliates, or for the benefit of any third party, Customer shall remain liable for the obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the effective date specified above.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

**U.S. COMMUNITIES
SERVICE ORDER #____
(MANAGED DOCUMENT SERVICES AND/OR ON-SITE LABOR)**

This Service Order is made pursuant to the U.S. Communities Master Agreement ("Agreement") by and between Ricoh USA, Inc. ("Ricoh") and Kentucky State University ("Customer") dated as of _____, 20___. This Service Order shall be effective as of the 1st day of March 2019 ("Service Order Effective Date") and have a (60) month term ("Initial Term") for performance unless earlier terminated as expressly provided herein. Thereafter, this Service Order shall be renewed on a month-to-month basis (each a "Renewal Term"), at the rates specified herein, unless terminated by either party upon thirty (30) days prior written notice before the end of the Initial Term or Renewal Term, as applicable.

This Service Order is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Order Form entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order Form. All terms and conditions of the Agreement and Contract are incorporated into this Service Order and made a part hereof. All capitalized words used but not defined in this Service Order will have the meanings given to them in the Agreement. This Service Order shall consist of the terms and conditions of the Contract, the Agreement and this Service Order issued pursuant thereto. As it pertains to this Service Order, the order of precedence of the component parts of the Service Order shall be as follows: (a) the terms and conditions of this Service Order, (b) the terms and conditions of the Agreement, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Service Order in cases of conflict or inconsistency therein. It is the intent of the parties that this Service Order be separately enforceable as a complete and independent agreement, independent of all other Service Orders made as part of the Agreement. This Service Order consists of this page, together with the following selected Exhibits and Schedules, which shall apply only to the engagement contemplated by this Service Order.

EXHIBITS

- Exhibit A – Fees, Locations, Services and Personnel
- Exhibit B – Scope of Work and Service Levels
- Exhibit C – Equipment Definitions and Terms

SCHEDULES

- Schedule 1 – Ricoh-Provided Equipment
- Schedule 2 – Customer-Provided Equipment
- Schedule 3 – Third Party Equipment
- Schedule 4 – Monitored Equipment

IN WITNESS WHEREOF, the parties have executed this Service Order as of the date first written above.

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Date: _____

RICOH USA, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

**EXHIBIT A TO SERVICE ORDER
MASTER AGREEMENT - FEES, LOCATIONS, SERVICES AND PERSONNEL**

FEES

As of the Service Order Effective Date:

Minimum Service Fee: Customer shall pay the [monthly/quarterly] minimum service fee ("Minimum Service Fee") for the Services set forth below and subject to the terms of the Scope of Work attached hereto as Exhibit B. The Minimum Service Fee will be increased by the mutually agreed amount set forth in the Agreement or any Additional Service Addenda in a form to be agreed upon by the parties.

- Minimum Service Fee shall be \$11,883 _____ per month

Ricoh shall invoice Customer for the Minimum Service Fee and any other base recurring charges that may be agreed to by Ricoh and Customer in the form of an amendment to this Service Order. Additional charges incurred by Customer during the billing period in excess of the Minimum Service Fee (i.e., image charges and overtime charges as set forth herein) will be billed in arrears.

Separate from the Minimum Service Fee listed above, Customer will be charged:

- **Overtime:** When Customer workload requires the Services to be provided beyond Normal Operating Hours (defined below), Ricoh will provide overtime Services and will invoice Customer for such overtime. Overtime will be charged at [\$25.00] per hour per Personnel for week nights and [\$30.00] per hour per Personnel for weekends and holidays, with a four (4) hour per Personnel minimum overtime shift when the overtime is not directly adjacent to Normal Operating Hours. [Ricoh shall require prior Customer approval for all overtime Services.]
- **Equipment Moves:** Charges to move equipment [for distances greater than _____ () miles] - \$ _____
- **Freight, Delivery, and Mailing Costs:** If Customer contracts for Ricoh to perform mail and courier services, Customer shall pay all postage/ mailing expenses (meter rentals), any reasonable fuel surcharges assessed from time to time, courier and/or carrier fees directly as deemed necessary to provide the Services. Ricoh shall not bear or be responsible for any costs related to Customer's freight, delivery and/or mail costs and, to the extent Ricoh pays such costs, Customer shall reimburse Ricoh.

Termination of Services: To the fullest extent permitted by applicable law, in the event (i) Customer terminates this Service Order for its convenience pursuant to Section 5 of the Agreement or (ii) Ricoh terminates this Service Order pursuant to a Customer default under Section 6 of the Agreement, the parties agree that Customer will pay the "Service Termination Fee" to Ricoh. The Service Termination Fee shall be equal to: (a) Ricoh's unamortized costs in implementing the Services including, but not limited to, costs relating to vehicles, computers, mail/copy equipment, printers, scanners, etc., (b) amounts paid with respect to any software and/or services fees that Ricoh has paid in advance and which are non-reimbursable, and (c) amounts paid to Personnel as severance as a result of any termination of Services. With respect to the Service Termination Fee, Ricoh will submit an invoice to Customer with supporting detail to Customer representing the foregoing costs, which Customer shall pay to Ricoh within thirty (30) business days of receipt of invoice. The parties acknowledge and agree that such payment will be due and payable to Ricoh in respect of unamortized costs incurred by Ricoh associated with the implementation of the Services, as more fully described in the Service Order. If Customer terminates this Service Order pursuant to a Ricoh default under Section 6 of the Agreement, Customer shall not be obligated to pay the Service Termination Fee.

LOCATIONS

Ricoh will perform the Services at the following Customer location(s):

400 East Main Street
Frankfort, Kentucky 40601

Customer and Ricoh may agree to add Customer locations over the term of this Service Order, and any such additional locations will be documented by an "Additional Service Locations Addendum" to this Service Order signed by both parties.

SERVICES

Ricoh will provide the following Services to Customer pursuant to this Service Order:

Managed Document Services

- [Onsite] or [Remote] Fleet Management Services
- [Onsite] or [Remote] Transformation Services
- Consumables Management Services
- Multi-vendor Management
- TRAC Solution®
- Intelligent Device Monitoring
- @Remote Enterprise Pro

Equipment Repair and Maintenance; Supplies; Software Support

- Equipment Repair and Maintenance Services
- Supplies
- Software Support

Onsite Services

- | | |
|--|--|
| <input type="checkbox"/> Copy Services | Hours of Operation: _____ |
| <input type="checkbox"/> Facsimile Services | Hours of Operation: _____ |
| <input checked="" type="checkbox"/> Mail Services | Hours of Operation: <u>8:00 – 5:00</u> |
| <input type="checkbox"/> Courier Services | Hours of Operation: _____ |
| <input type="checkbox"/> Receptionist Services | Hours of Operation: _____ |
| <input type="checkbox"/> Imaging Services | Hours of Operation: _____ |
| <input type="checkbox"/> Records Management Services | Hours of Operation: _____ |
| <input type="checkbox"/> [Other Services] | Hours of Operation: _____ |

[If Ricoh is including the costs of Services to be provided under a Statement of Work in the Minimum Service Fee, then include the following:]

Professional Services

Ricoh will provide the following Services to Customer pursuant to a Ricoh Statement of Work:

- Project Management
- Change Management Consulting
- Document Workflow Consulting
- Professional Services Engineering Block of Hours
- _____

All other Services shall be agreed upon from time-to-time by Customer and Ricoh in writing.

PERSONNEL

Ricoh, in its sole discretion, shall provide such Personnel as Ricoh determines necessary to perform the Services [and to meet the Service Levels set forth in Exhibit B].

OR

Ricoh will provide the following Personnel to perform the Services specified above:

- Two (2) Full-time (Onsite)
- ___ () Full-time (Offsite)
- ___ () Part-time (Onsite)
- ___ () Part-time (Offsite)

Either during any Ricoh Personnel's assignment to Customer or within one (1) year after the completion of such an assignment, should Customer directly or indirectly solicit, hire or otherwise employ any Personnel in any manner whatsoever to perform services similar to those Services provided to Customer hereunder or have any Personnel provide such services through a third party, then Customer shall pay Ricoh, as a one-time placement fee as compensation for the screening, hiring and training costs incurred by Ricoh with respect to the replacement of each such Personnel, a sum equal to one (1) years' salary for each such

Personnel Customer hires, engages or otherwise employs (but in no event more than \$20,000 for each such Personnel). The foregoing shall not apply provided that the Customer: (a) posts the employment advertisement to the general public; and (b) the employee or independent contractor of the other party independently finds and responds to such employment advertisement, which in turn is the basis for the hiring.

Hours of Operation and Holidays: Ricoh will provide the Services during "Normal Operating Hours." The Normal Operating Hours, unless otherwise specified herein, will be 8:00 a.m. to 5:00 p.m., local time, Monday through Friday except holidays recognized by Customer (which shall not be less than the seven (7) annual holidays specified below). Customer Nationally Recognized Holidays: [(i) New Year's Day; (ii) Memorial Day; (iii) Independence Day; (iv) Labor Day; (v) Thanksgiving; (vi) day after Thanksgiving; and (vii) Christmas Day.]

Additional Staffing: Additional staffing may be requested when scheduled forty-eight (48) hours in advance. Such additional staffing is provided on an as-available basis for weekday shifts. There is a four- (4-) hour minimum required for this service. Rates for such additional staffing will be as set forth in the Contract. Longer-term full-time and part-time staffing may be added via an amendment to this Service Order. Additional rates for longer-term additional staffing will be agreed upon in advance of commencement of such service by way of an amendment to this Service Order and such pricing shall be in accordance with the Contract. [Full-time headcount is considered forty (40) hours per week for an assignment in excess of a month; part-time headcount is considered twenty (20) hours per week for assignments in excess of a month.]

Onsite Services: If any Personnel are to be located onsite at Customer's location(s) in order to perform the Services ("Onsite Services"), Customer will provide adequate space for operation of all of the Onsite Services selected hereunder and will provide for the preparation of the designated space in its facility for the provision of the Services by Ricoh, including any electrical work required for installation or operation of all equipment required under this Service Order to perform such Onsite Services. Unless otherwise agreed herein, for Ricoh to perform the Onsite Services, Customer shall provide: (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Ricoh mutually agree are necessary.

**EXHIBIT B TO SERVICE ORDER
MASTER AGREEMENT - SCOPE OF WORK AND SERVICE LEVELS**

The following terms shall apply to any Services provided by Ricoh:

Customer will maintain the designated space at the locations for the Services free from any unsafe conditions and will make available to the Personnel and subcontractors any safety equipment or materials provided by Customer to Customer's own employees and subcontractors. Customer shall provide adequate security for equipment (including Ricoh-Provided Equipment), supplies, and other items of value utilized by Ricoh in the performance of the Services at Customer locations. Customer shall bear all losses resulting from the theft or loss of such equipment (including Ricoh-Provided Equipment), supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh's employees.

Ricoh's inability to fulfill its obligations under this Agreement or Service Order because of any failure of Customer to meet its obligations under this Service Order shall not constitute a breach of this Service Order or other default by Ricoh.

I. MANAGED DOCUMENT SERVICES ("MDS")

A. Fleet Management Services. As part of its Services set forth below, Ricoh will manage the Covered Equipment [and Monitored Equipment] at Customer locations to help Customer maximize the Covered Equipment's [and Monitored Equipment's] performance, uptime, utilization, and user satisfaction while helping Customer reduce costs.

1. Equipment Installation Management. For any Ricoh-Provided Equipment (as defined in Exhibit C attached hereto) that is to be installed at Customer locations during the term of this Service Order, Ricoh will work with Customer to mutually develop an Implementation Plan, which may be set forth in a Statement of Work and attached hereto. The Implementation Plan will set forth the objectives, metrics, requirements and expected timeline of the Ricoh-Provided Equipment Delivery, Installation and Configuration Services, along with the implementation and commencement of any other Services under this Service Order. Ricoh will provide a Single Point of Contact ("SPOC") to meet with Customer on a regular basis (as mutually determined by Ricoh and Customer) to report of the progress of the Implementation Plan along with any necessary changes or support requirements.

2. Equipment Asset Management Services. Ricoh will perform an initial equipment inventory of all Customer equipment to determine what equipment is covered by this Service Order and will update the Schedules to this Service Order to reflect any Additional Equipment located during such inventory. Any equipment located during such inventory will be Covered Equipment under this Service Order, except as expressly set forth in writing by Customer. After the initial equipment inventory, Ricoh will continue to maintain and update the TRAC Asset Management Database to include the asset tag and agreed upon equipment information (including model, serial number and equipment location) for all Covered Equipment [and Monitored Equipment]. Ricoh will obtain meter reads for all Covered Equipment [and Monitored Equipment]; provided that Customer agrees to provide access to Ricoh on a timely basis. If Customer does not provide such access on a timely basis for any given item of Covered Equipment [or Monitored Equipment], Ricoh reserves the right to estimate the meter readings from previous meter readings for such Covered Equipment [or Monitored Equipment]. Appropriate adjustments will be made to subsequent billing cycles following Ricoh's receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that Ricoh may place automatic meter reading units on the Covered Equipment [and Monitored Equipment] in order to facilitate the timely and efficient collection of accurate meter read data on a regular basis. Ricoh agrees that such units will be used by Ricoh solely for such limited purpose.

3. Install, Move, Add, Change and Dispose ("IMAC-D") Services. Ricoh will record Covered Equipment [and Monitored Equipment] IMAC-D data for any such actions with respect to the Covered Equipment [and Monitored Equipment] taken by Ricoh as part of the Services. For any IMAC-D actions with respect to the Covered Equipment [or Monitored Equipment] taken by Customer or any third-party vendor, Customer will provide such data to Ricoh as is reasonably requested by Ricoh, and Ricoh will record such data to the extent such data is provided to Ricoh by Customer or such third-party vendor, as applicable. Ricoh will provide access to such IMAC-D data to Customer in periodic reports and upon Customer's request. Except as otherwise agreed in writing, the removal and disposal of any Customer-Provided Equipment or Third-Party Equipment will be at Customer's sole expense and Ricoh shall have no obligation to remove or dispose of any such Equipment.

4. Service Level Management. Ricoh will monitor and record any service calls on the Covered Equipment [and Monitored Equipment], along with the Covered Equipment's [and Monitored Equipment's] uptime and service call response times, to help ensure that Ricoh and any third-party vendors are performing the Services in a manner that is designed to meet or exceed the agreed upon Service Levels as set forth in this Service Order or in any service contract with such third-party vendors. Ricoh will make Service Level compliance data available to Customer in periodic reports and upon Customer's request.

5. Management Information Reporting. On a regularly scheduled basis, as mutually determined by Ricoh and Customer, Ricoh will provide reports to Customer. Ricoh and Customer will mutually determine what information is to be included in the reports, the format of the reports, and who will require access to such reports.

6. Equipment Training Services. Ricoh will provide basic operator training on the Ricoh-Provided Equipment and the Ricoh MDS tools and processes provided under this Service Order as mutually determined by Ricoh and Customer. Such training will be delivered through various methods, which may include in-person training, webinar training and recorded video or screencast sessions.

B. Transformation Services. If Ricoh is engaged to provide Transformation Services, then a Ricoh [Service Delivery Manager] will work with Customer in good faith to develop a "Continuous Improvement Action Plan" which shall be intended to work towards a reduction in Customer's total cost of ownership of Covered Equipment, improved productivity of the Covered Equipment and/or increased efficiency in Customer's document based business processes. The Continuous Improvement Action Plan may include print policy guidance and monitoring, device rationalization, change management monitoring and execution, and business process optimization recommendations. The Continuous Improvement Action Plan will be reviewed on a [monthly/quarterly] basis and provided as part of Ricoh's regular reports to Customer. Both parties acknowledge and agree that the realization of any cost savings is subject to numerous conditions and assumptions that may be beyond the reasonable control of the parties as well as Customer's willingness to implement such proposed cost savings opportunities. Accordingly, neither party makes any representations or warranties relating to the amount, nature or timing of any savings or objectives that may be achieved.

C. Consumables Management Services. Ricoh will monitor the inventory of supplies for the Covered Equipment and will order such supplies, from either Ricoh or the applicable Customer third-party vendor, for delivery on a "just in time basis" at all Customer locations. Customer shall provide the necessary business terms and ordering information for any applicable Customer third-party vendors to allow Ricoh to order such supplies. It is Customer's obligation to comply with any Customer third-party vendor contractor or supply contracts. Ricoh shall not assume any liability or obligations under any third-party vendor service or supply contracts.

D. Multi-Vendor Management. As part of the Services, Ricoh will manage the third-party vendor relationship with any vendors of Third Party Equipment (as defined in Exhibit C attached hereto) as further described in a Statement of Work attached hereto. Customer shall provide the necessary contract and contact information for any applicable third-party vendors to allow Ricoh to manage such relationships. Ricoh shall not assume any liability or obligations under any third-party vendor contracts, including those for service or supplies.

E. TRAC Solution®. The TRAC (Trend, Reporting, Analysis and Communication) Solution is a web-based application and repository hosted by a third party application service provider (ASP) that is designed to enable centralized monitoring, tracking and management of the Covered Equipment and Services provided under this Service Order. During the term of this Service Order and provided Customer is not in default, Customer shall be entitled to receive access to the Basic Services as described under this Service Order and, at its election, may elect to subscribe for Enhanced Services at additional costs. To access and use the TRAC Solution, Customer shall be entitled to receive a confidential password, for which Customer shall assume responsibility to secure. Customer acknowledges that the information or data contained in any report or other document generated through the TRAC Solution that utilizes or incorporates Customer provided information is dependent upon the accuracy and completeness of such information. Ricoh shall not be responsible for any such inaccuracies, error or omissions resulting therefrom. Customer further acknowledges that the TRAC Solution is a proprietary solution to Ricoh and/or its third party ASP and that use and access shall be limited to internal business purposes only. Ricoh acknowledges that Customer shall be entitled to retain any proprietary rights it may have in the information provided to the TRAC Solution and the content of any reports generated therefrom, provided, however, that Ricoh may access the data contained in TRAC Solution and/or the reports generated from the TRAC Solution so that Ricoh can provide the Services required hereunder. If Customer terminates the Services provided by Personnel under this Service Order, Customer's access to any TRAC Services shall also be terminated. Customer must comply with the TRAC Solution subscription agreement, which subscription agreement Ricoh will provide upon Customer request.

G. @Remote Enterprise Pro. @Remote Enterprise Pro is a locally installed server-based software for monitoring and managing networked Ricoh manufactured equipment. @Remote Enterprise Pro may allow Ricoh to remotely collect meter reads, install print drivers, and receive real-time Ricoh manufactured equipment status including paper, toner, configuration and early warnings such as "Low Toner" or "Almost out of Paper" and to automatically direct those alerts to Personnel, depending on what options are selected by Ricoh and Customer. @Remote Enterprise Pro cannot and does not collect Customer document content or user information. Customer must comply with the @Remote Enterprise Pro license agreement that ships with the product which Ricoh will provide upon Customer request.

F. Intelligent Device Monitoring. Intelligent Device Monitoring (IDM) is Ricoh's technology-enabled process for the management of remote, networked print devices, including: device administration and reporting; supply and service management; meter collection; and, control utilization.

II. EQUIPMENT REPAIR AND MAINTENANCE, SUPPLIES AND SOFTWARE SUPPORT

A. Equipment Repair and Maintenance Services.

1. Description of Services. If Ricoh is engaged to provide Equipment Repair and Maintenance Services, Ricoh will, during Normal Operating Hours, repair or replace in accordance with the terms and conditions of this Service Order any part of the Covered Equipment which does not perform according to manufacturer specifications ("Equipment Repair and Maintenance Services"). Ricoh will perform Preventative Maintenance ("PM") in accordance with the manufacturer's suggested schedule. Ricoh will make commercially reasonable efforts to perform all PM visits during Normal Operating Hours and in a manner not to interrupt the normal operations for Customer. Replacement parts will be furnished on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Covered Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Covered Equipment. All parts removed due to replacement will become the property of Ricoh, except hard drives on Customer-Provided Equipment (as defined in Exhibit C attached hereto) and Third-Party Equipment. Ricoh labor for service calls outside of Normal Operating Hours will be charged at the overtime rate set forth in the Contract. Ricoh will not be obligated to provide any reconditioning or similar major overhauls on Customer-Provided Equipment or Third-Party Equipment.

2. Equipment Eligibility. All Customer-Provided Equipment and Third-Party Equipment is subject to inspection and evaluation by Ricoh to determine whether such Equipment is eligible for Equipment Repair and Maintenance Services under this Service Order. Any Service necessary to bring such Customer-Provided Equipment or Third-Party Equipment into compliance with the manufacturer's specifications shall be at Customer's expense and in addition to the Minimum Service Fee. If Customer elects not to perform any such necessary Service, and/or Ricoh determines that any such Customer-Provided Equipment or Third-Party Equipment effects the Minimum Service Fee set forth above, Ricoh will provide Customer with the revised Minimum Service Fee necessary to provide Services on such Customer-Provided Equipment or Third-Party Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee. In the event Customer does not agree to such revised Minimum Service Fee, Ricoh shall have no obligation to provide any Services on such Customer-Provided Equipment or Third-Party Equipment and Ricoh will charge Customer, on a time and materials basis at Ricoh's then current rates, for any Services previously provided on such Customer-Provided Equipment or Third-Party Equipment.

3. Space Requirements. Customer will provide adequate electrical service, telephone service, custodial service, air ventilation, heating and cooling systems for any Covered Equipment and will provide the access needed for equipment maintenance, repair, installation and removal. Customer will designate a key operator for the Covered Equipment who will be primarily responsible for the use and care of the Covered Equipment on behalf of Customer, and will be the primary point of contact for Personnel on Covered Equipment-related matters. Customer will make key operators available for instruction in use and care of the Covered Equipment. Unless otherwise agreed upon by Ricoh herein, all supplies for use with the Covered Equipment will be provided by Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

4. Limitations. The Equipment Repair and Maintenance Services provided by Ricoh under this Service Order will not include the following: (i) repairs or Software Support (defined below) resulting from misuse (including without limitation failure to maintain a proper environment for the Covered Equipment or software); (ii) repairs made necessary by service or relocation of the Covered Equipment performed by persons other than Ricoh representatives; (iii) parts no longer available from the applicable manufacturer for the Third-Party Equipment or Customer-Provided Equipment; and (iv) electrical work external to the Covered Equipment, including problems resulting from overloaded or improper circuits. Damage to Covered Equipment or parts, except to the extent damaged by Ricoh, are not covered by this Service Order. In the event that any Customer-Provided Equipment or Third-Party Equipment requires (___) or more service calls within ____ (___) consecutive calendar days for the same hardware defect, then Customer shall be responsible for the replacement of such Customer-Provided Equipment or Third-Party Equipment within thirty (30) days notice from Ricoh, if Ricoh is to continue to provide Service on such Customer-Provided Equipment or Third-Party Equipment pursuant to this Service Order. If Customer elects not to replace such Customer-Provided Equipment or Third-Party Equipment, and Ricoh determines that any such Customer-Provided Equipment or Third-Party Equipment effects the Minimum Service Fee set forth above, Ricoh will provide Customer with the revised Minimum Service Fee necessary to provide Services on such Customer-Provided Equipment or Third-Party Equipment and Customer shall have thirty (30) days to agree to such revised Minimum Service Fee. In the event Customer does not agree to such revised Minimum Service Fee, Ricoh shall have no obligation to provide any Services on such Customer-Provided Equipment or Third-Party Equipment.

5. Service Levels. If Ricoh is engaged to provide Equipment Repair and Maintenance Services, Ricoh agrees to meet the following Service Levels:

Quarterly Average Response Time

Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Service Order.

Uptime

Ricoh-Provided Equipment will operate in accordance with the applicable manufacturer's specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-five percent (95%), which shall be calculated based upon an eight-hour day and exclude normal preventive maintenance time and downtime attributable to Customer's negligence.

In the case of an element of the Service Levels under this Section II (A) (5) of this Exhibit B to Service Order not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the services within targeted standards. The primary indicator of a problem unit of Ricoh Equipment is consistent failure to achieve the minimum required 95% uptime. Should the uptime of a specific piece of Ricoh Equipment fall below the ninety-five percent (95%) target, Ricoh will perform an in-depth evaluation and repair the problem unit to remedy the situation. The unit will then be closely monitored by Ricoh and if, over the next forty-five (45) day period the ninety-five percent (95%) target is not achieved and the Customer requests a replacement, Ricoh will replace the Ricoh Equipment at no expense.

B. Parts and Supplies. Ricoh will provide certain supplies in connection with its Equipment Repair and Maintenance Services in accordance with the following Service Coverage plans:

	Maintenance		Consumables		Additional Supplies	
	Parts	Labor	Toner, Ink	Preventative Maintenance Kits	Staples	Paper
Gold	YES	YES	YES	YES	YES	No
Silver	YES	YES	YES	YES	No	No
Bronze	YES	YES	No	No	No	No

The corresponding Service Coverage plan applicable to each unit of Covered Equipment will be identified, as appropriate, on Schedules 1-4. Any supplies provided by Ricoh in connection with its Equipment Repair and Maintenance Services for Equipment covered under this Service Order will be provided in accordance with manufacturer's specifications. If Ricoh determines that Customer has used more than the manufacturer's recommended specifications for supplies provided by Ricoh, Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse additional supply shipments. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs.

C. Software Support. Ricoh will, during Normal Operating Hours, provide support for software supplied by Ricoh ("Software Support") in accordance with the terms and conditions of this Service Order. Software Support is advice by telephone, email or via Ricoh's or the software developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults (remotely or by attendance on site as determined by Ricoh). The limitations set forth above in Section II (A) (4) of this Exhibit B to Service Order apply to this Software Support section.

III. ONSITE SERVICES

A. Copy Services. If Ricoh is engaged to provide onsite Copy Services hereunder, Ricoh will provide reprographic/copying services with various finishing options, including binding, hole punching, stapling, lamination, and other special finishing services mutually agreed upon, at the Customer location(s) identified and at the prices set forth herein. Copy jobs will be completed in accordance with the following Service Levels:

Job Accuracy

Copy Center completes [_____] jobs per month with an average job size of [_____] impressions. Copy all jobs as stated in the specifications agreed to by both Ricoh and Customer and specified by the job ticket with 95% of jobs completed with no error. Measured by calculating the jobs delivered with no error as recorded on the Ricoh Onsite Copy Services Log divided the total completed jobs for the period. The measurement is based on an average for a 90-day calendar period.

On Time Job Completion

Copy Center completes [_____] jobs per month with an average job size of [_____] impressions. Copy all jobs as stated in the specifications agreed to by both Ricoh and Customer and specified by the job ticket with 95% of jobs completed on time as measured by calculating the jobs completed on time as recorded on the Log divided by the total completed jobs for the period. The measurement is based on an average for a 90-day calendar period.

B. Facsimile Services. If Ricoh is engaged to provide onsite Facsimile Services hereunder, Ricoh will send, receive and distribute facsimiles on behalf of Customer.

C. Mail Services. If Ricoh is engaged to provide Mail Services, hereunder, Ricoh will manage Customer's inbound and outbound mail operations at the Customer locations identified ("Mail Centers") and at the prices set forth herein. This includes processing all mail pieces and parcels received at the Mail Centers, coordinating pickup and drop-off services with the United States Postal Service, maintaining a tracking system for accountable, express, special and/or overnight mail and parcels, and picking up outbound mail from Customer's offices and departments, as mutually agreed upon by the parties. Mail Services will be completed in accordance with the following Service Levels:

Mailroom Services

Mailroom delivers 2/3 tubs of items per day. Delivery of 98% of all Mail within same day measured by calculating the delivered mail divided by total mail for the day. This does not include mail to be researched (no name, unknown name, etc). The measurement is based on an average for a 90-day period.

Also included in the Mailroom Scope of Services

- Sorting and delivering campus mail
- Sorting and delivering student mail (servicing 550 resident students) into the High Density Mail Slots
- Delivering campus and student packages, approximately 18 packages per day
- Five pick-up and delivery runs per day

D. Courier Services. If Ricoh is engaged to provide Courier Services hereunder, Ricoh will pick-up and deliver mail pieces and parcels within the Customer location(s) identified and at the prices set forth herein. Routine courier routes and delivery timeframes will be mutually determined by the parties. Ricoh Personnel will also be available upon Customer's reasonable request for pick-ups or deliveries. Courier services do not include, unless otherwise agreed upon in writing by the parties, courier runs to and from any locations outside of the Customer location(s) identified in Exhibit A.

E. Receptionist Services. If Ricoh is engaged to provide Receptionist Services hereunder, Ricoh will provide Personnel to answer telephone calls, operate Customer's switchboard, and direct Customer visitors, as appropriate, at the Customer location(s) identified and at the prices set forth herein.

F. Imaging Services. If Ricoh is engaged to provide Imaging Services, Ricoh will convert hard copy documents provided by Customer into electronic images of such documents as further set forth in a Statement of Work attached hereto.

G. Records Management Services. If Ricoh is engaged to provide Record Management Services, Ricoh will maintain the Customer's files and records as further set forth in a Statement of Work attached hereto.

**EXHIBIT C TO SERVICE ORDER
MASTER AGREEMENT – EQUIPMENT DEFINITIONS AND TERMS**

- A. Covered Equipment.** “Covered Equipment” shall mean all Ricoh-Provided Equipment, Customer-Provided Equipment and Third-Party Equipment, as set forth below.
- 1. Ricoh-Provided Equipment.** “RicoH-Provided Equipment” shall mean all equipment leased by Customer (“Leased Equipment”) from Ricoh or a Ricoh leasing partner pursuant to a lease agreement, along with any equipment provided by Ricoh (“Included Equipment”) as part of the Services and set forth on Schedule 1 attached hereto, or, in the event Ricoh is providing the TRAC Solution to Customer, as set forth in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 1 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control. Unless otherwise provided in writing by Customer at the time of order, any additional equipment leased by the Customer pursuant to a Master Lease Agreement made pursuant to the Contract during the term of this Service Order shall be considered Leased Equipment and added to this Service Order as Covered Equipment. All Included Equipment shall remain the property of Ricoh or Ricoh’s assignee, and Customer shall have no right, title or interest in or to the Included Equipment other than as expressly set forth herein. The Master Lease Agreement shall be separately enforceable as a complete and independent agreement, separate and distinct from the Agreement and all Service Orders to the Agreement. Ricoh may sell or assign all or a portion of its interests in the Included Equipment without notice to Customer. Upon expiration of this Service Order or cancellation for any reason, Customer shall permit Ricoh to remove from Customer’s location(s) the Ricoh-Provided Equipment and any unused Ricoh-provided supplies.
 - 2. Customer-Provided Equipment.** “Customer-Provided Equipment” shall mean all equipment owned by Customer and set forth on Schedule 2 attached hereto that will be covered by the Services or, in the event Ricoh is providing the TRAC Solution to Customer, as set forth in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 2 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control. All Customer-Provided Equipment shall remain the property of Customer, and Ricoh shall have no right, title or interest in or to the Customer-Provided Equipment.
 - 3. Third-Party Equipment.** “Third-Party Equipment” shall mean any equipment which is leased or rented by Customer from a third party pursuant to a lease or rental agreement (a “Third-Party Lease”) and set forth on Schedule 3 attached hereto that will be covered by the Services or, in the event Ricoh is providing the TRAC Solution to Customer, as set forth in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 3 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control. Ricoh shall have no obligation, and does not assume any obligation, under the Third-Party Lease between Customer and the third-party.
- B. [Monitored Equipment.** “Monitored Equipment” shall mean any equipment owned by Customer or leased or rented by Customer from a third-party pursuant to a Third-Party Lease that is only covered by Fleet Management Services. Any Monitored Equipment shall be set forth on Schedule 4 attached hereto or, in the event Ricoh is providing the TRAC Solution to Customer, in the TRAC database as maintained by Ricoh. In the event of a conflict between Schedule 4 and any TRAC database maintained by Ricoh hereunder, the TRAC database shall control.]

**SCHEDULE 1 TO SERVICE ORDER
MASTER AGREEMENT – RICOH-PROVIDED EQUIPMENT**

Included Equipment:

MAKE	MODEL	START METER	SERIAL NUMBER	SERVICE LEVEL	TONER CARTS INCLUDED FOR TERM	MAINT KITS INCLUDED FOR TERM
Shipright	Point of Sale			Bronze	No	Yes

Non-Leased Equipment (Equipment provided by Ricoh as part of the Services):

- (1) Phone(s) & Pagers
- (3) Personal computer (as needed for Ricoh administrative requirements)
- (1) High Density Mail with Shelving
- (1) TRAC

**SCHEDULE 2 TO SERVICE ORDER
MASTER AGREEMENT – CUSTOMER-PROVIDED EQUIPMENT**

Customer-Provided Equipment:

MAKE	MODEL	START METER	SERIAL NUMBER	SERVICE LEVEL	TONER CARTS INCLUDED FOR TERM	MAINT KITS INCLUDED FOR TERM
-------------	--------------	------------------------	--------------------------	--------------------------	--	---

**SCHEDULE 3 TO SERVICE ORDER
MASTER AGREEMENT – THIRD-PARTY EQUIPMENT**

Third-Party Equipment:

MAKE	MODEL	START METER	SERIAL NUMBER	SERVICE LEVEL	TONER CARTS INCLUDED FOR TERM	MAINT KITS INCLUDED FOR TERM
-------------	--------------	------------------------	--------------------------	--------------------------	--	---

**SCHEDULE 4 TO SERVICE ORDER
MASTER AGREEMENT – MONITORED EQUIPMENT**

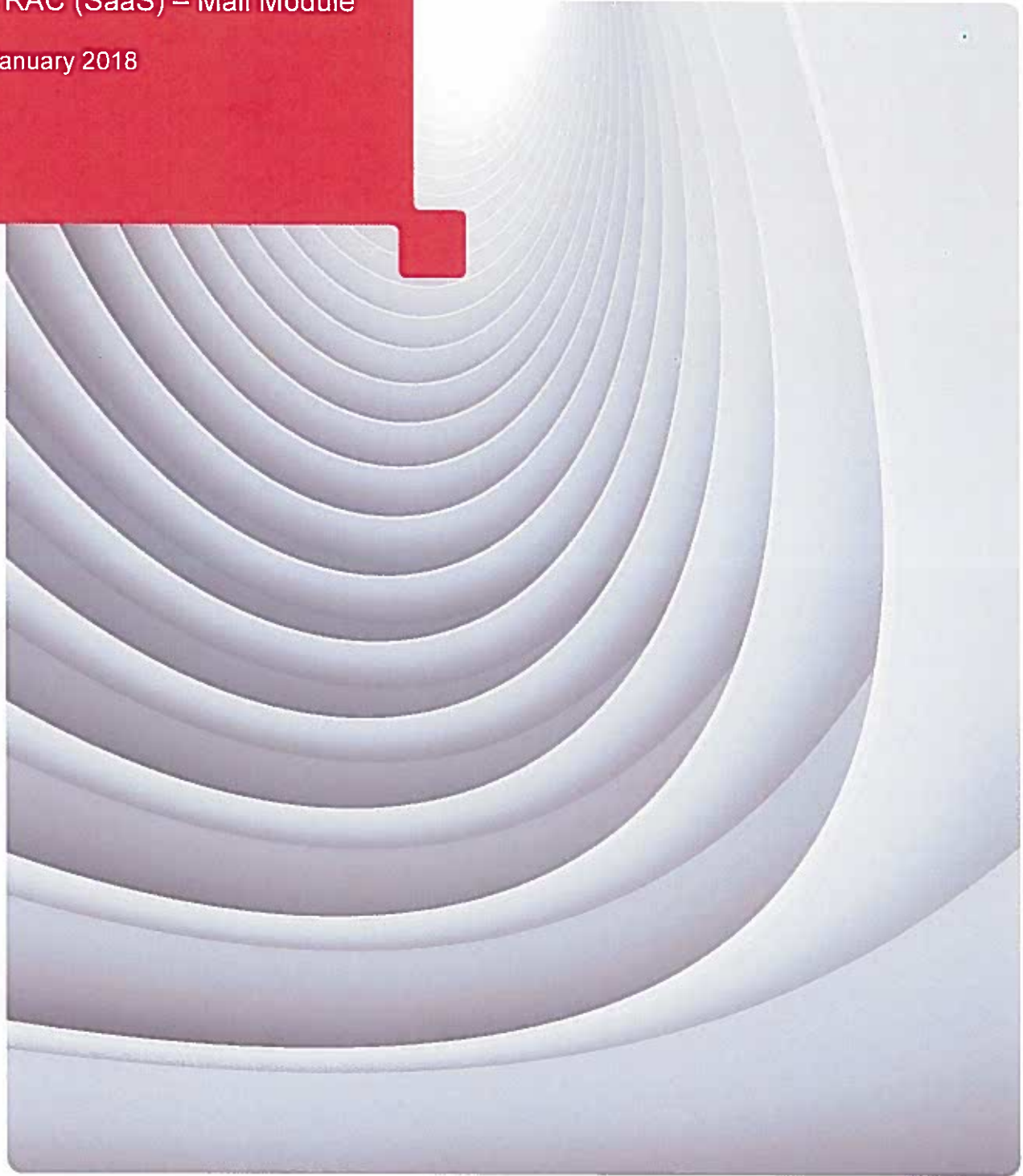
Monitored Equipment:

MAKE	MODEL	START METER	SERIAL NUMBER
-------------	--------------	------------------------	--------------------------

Statement of Work

Kentucky State
TRAC (SaaS) – Mail Module

January 2018



The TRAC Software Solution (SaaS) - MS-PS-TRAC

Ricoh, Inc. is an e-solutions application service provider for the office and facilities services industry. We offer a software platform called TRAC Solution, to enhance the efficiency and reduce the operating costs associated with the management of facilities and services offered in a SaaS (Software as a Service) format. There are several products on the market that focus on these tasks individually; however, no product addresses multiple services simultaneously. Few are browser-based and most are closed architecture. TRAC addresses all of these issues in a comprehensive management application.

TRAC is flexible and can meet many needs:

- System supports management of multiple service environments through a **single platform (SaaS)**
- System is **modular** - any feature or module can be turned on or off, based on client requirements
- System supports **multiple entitlements** - features and user rights are determined by user log-in. Views include customer/vendor, operations and management. User views only job-appropriate data
- System is **able to be integrated with other tools** - Modules integrate with other third-party hardware and software components. System promotes automation from input through output to maximize integrity of data and productivity.
- System can be accessed through any **standard web browser**, therefore it requires no additional hardware and minimal system support.
- Comprehensive, customizable, **real-time reporting**. No more paper shuffling, key punching or exporting to Excel. Reports are set up to fit your specific requirements.

Implemented Modules

In order to address Kentucky State's specific requirements, Ricoh will implement the following TRAC modules.

Mail Module: The Mail module allows for tracking of any item as it is distributed throughout a facility. The features include:

- Automated package input via hand-held device or desktop
- Delivery manifests on-the-fly
- Barcode tracking labels
- Automated signature of receipt
- Mobile computing interface
- On-line volume tracking
- Real-time access to delivery signatures and history
- Standard, customized and ad hoc reporting

Key Deliverables

- RICOH will implement the following software and services to Kentucky State:
 - TRAC Platform (Application Service Provider Basis)
 - Dedicated Web-Site and database with unique address
 - Web-Site can be customized with graphics and design within specific standards that will have a Kentucky State "Look and Feel"
 - All data gathered electronically will be loaded and configured by Ricoh personnel
 - Off-site project consultation for basic mail module
- RICOH will provide the specified hardware.

Hosting Services

Ricoh provides the Application Hosting services including connection of the server to Ricoh's high-speed Internet connection, backup of the server's hard disk and other maintenance on the server, automated server monitoring and limited log file generation and access.

Customer Requirements

- Customer will provide network connection with internet access
- Dedicated print server for label printing. Windows XP or better OS
- Customer will allow for remote access to print server
- Customer will provide sample student/employee card

Pricing

\$1,938.41 monthly (included in the monthly base management fee)

Professional Services, TRAC and/or Products Termination Fee

Customer has ordered certain professional services and/or products from Ricoh by entering into a Statement of Work or other ordering document for such purpose (collectively, the "Professional Services"). In the event (i) Customer terminates any of the Professional Services specified there under for any reason or cause other than Ricoh's uncured default as specified in the Agreement, or (ii) Ricoh terminates this Statement of Work due to an uncured default on the part of Customer as specified in the Agreement, then, in addition to the Termination Fee (as it may be specified in the Agreement) and any other fees and charges then due, Customer shall also pay to Ricoh the remaining payments for the non cancellable items, which include, TRAC Software Solution, in an amount equal to *\$1,938.41 multiplied by* the number of months remaining in the Five (5) Year Term as of the effective date of termination. The parties acknowledge and agree that such payment will be due and payable to Ricoh in respect of unamortized costs incurred by Ricoh associated with the implementation of the Professional Services and/or cost of acquiring the products on Customer's behalf.

The performance of the Services described in this SOW by Ricoh for Customer is subject to and shall be governed by the terms and conditions of that certain Master Agreement effective as of the July 2, 2018, by and between Ricoh and Customer (the "Agreement"), except as set forth in this SOW. The terms and

conditions of the Agreement shall remain in full force and effect; provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this SOW, the terms and conditions of this SOW shall govern and control.

This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

RICOH USA, INC.

By:		
Ricoh Internal Review Signature	Name and Title	Date

By:		
Ricoh Authorized Signature	Name and Title	Date

CUSTOMER

Name (Print)	Location

Authorized Signature	Title	Date