

KENTUCKY STATE UNIVERSITY
Special Call Meeting of the Board of Regents
5:30 p.m., April 14, 2017
Academic Services Building, Board Conference Room
Frankfort, Kentucky
Regent Karen Bearden, Presiding

MINUTES

I. Call to Order:

Chairperson Bearden called the meeting of the Kentucky State University (“KSU” or the “University”) Board of Regents (the “Board”) to order on Friday, April 14, 2017, at 5:30 p.m.

II. Opening Remarks:

Chairperson Bearden welcomed those in attendance.

III. Roll Call:

Board Secretary Gordon Rowe conducted the roll call:

Regent Mindy Barfield	Absent
Regent Karen Bearden	Present-by videoconference
Regent Elaine Farris	Absent
Regent Ralph Williams	Present-by videoconference
Regent Paul Harnice	Absent
Regent Dalton Jantzen	Present-by videoconference
Regent Ekumene Lysonge	Present-by videoconference
Regent Derrick Gilmore	Present-by videoconference
Regent Elgie McFayden	Present
Regent Syamala H.K. Reddy	Present-by videoconference
Regent Ron Banks	Absent

Seven Regents were in attendance and a quorum was established.

IV. Open Session:

Chairperson Bearden opened the meeting by requesting that discussion on the proposed presidential contract be limited for purposes of efficiency.

Regent McFayden made a motion to limit discussion by each speaker to three (3) minutes. Regent Williams seconded the motion. The motion passed on a vote of 6-0.

Chairperson Bearden yielded the floor to Regent Lysonge to discuss the proposed contract between the University and Dr. M. Christopher Brown II.

Regent Lysonge recounted that he was appointed by the Board Chairperson to shepherd the presidential search process and the University's agreement with the President-elect. Regent Lysonge stated the contract was drafted by outside counsel Bill Johnson and that its terms were negotiated by Regent Lysonge, Bill Johnson, and the KSU Office of General Counsel. He stated that the principal terms agreed upon are as follows:

- a) Three year initial term, with possibility of one-year extension;
- b) Base Salary of \$270,000, not including fringe benefits;
- c) Health benefits and payments into retirement account;
- d) Professional Membership Fees shall be paid in amount not to exceed \$6,000;
- e) Presidential Fund of \$30,000 to recognize faculty, staff, and students;
- f) Travel Reimbursements associated with his travel on behalf of KSU
- g) Vehicle allowance in the amount of \$950 per month;
- h) Standard vacation and sick leave;
- i) Standard life and disability insurance;
- j) Use of presidential residence at Hillcrest;
- k) Relocation expense of \$20,000;
- l) Merit Incentive Payment equal to as much as 20% of Base Salary, if and only if annual metrics are met;
- m) Retention Incentive of \$20,000 per year, deferred until third anniversary of beginning of contract start date;
- n) Subject to termination for cause;
- o) Provision for severance pay in the event Dr. Brown's employment is terminated for any reason, other than cause, death, or disability.

Regent Lysonge explained that Dr. Brown could also be eligible for a performance bonus (merit incentive) based upon the evaluation of certain metrics, which include an increase in enrollment, an increase in retention of at least 10%, an increase of brand awareness and University honors, and an increase in contributions to scholarships.

Regent Bearden thanked Bill Johnson, Regent Lysonge, and the Office of General Counsel for their efforts in negotiating the contract terms.

Regent Jantzen remarked that the proposed compensation for Dr. Brown is far less than the compensation for presidents at sister universities in Kentucky. He complimented the negotiators for their hard work and results.

Regent Lysonge stated that he was glad that the contract included specific metrics to measure performance and felt that it was important to do so.

Regent Williams thanked the drafters for their hard work and stated that he was happy with the final draft of the contract.

Regent Gilmore stated that he was pleased with the terms of the contract.

Regent Lysonge addressed the issue of the retention bonus. He stated the retention bonus shall not be paid annually but shall be deferred until the third anniversary of Dr. Brown's start date, which will allow the Board to properly evaluate the new president before the retention bonus is paid. He stated that such a process was not undertaken sufficiently in the past and that this contract as a whole represented an improvement in presidential contract terms.

Regent Reddy also thanked the drafters for their hard work and stated that he was pleased with the contract.

Action Item: Regent McFayden made a motion to approve the proposed contract between the University and Dr. M. Christopher Brown II, as described by Regent Lysonge and previously circulated to the Board, and to authorize the Board Chairperson to sign the contract on behalf of the University. The motion was seconded by Regent Reddy. Chairperson Bearden called for a vote and the motion passed on a vote of 6-0.

Board Meeting Schedule

Regent Gilmore stated that, in light of the successful completion of the contract, he believed it would make sense to change the April 21 meeting date to a date after the new president is on campus.

Regent Reddy and Regent Williams stated that they agreed that the April 21 meeting date should be changed to allow the new president time to arrive on campus and participate in the meeting.

Action Item: Regent Gilmore moved to change the date of the April 21 regular Board Meeting to a date after May 15, with the specific date to be arranged by the Secretary to the Board on a date acceptable to a majority of Board members and President-elect Brown. The motion was seconded by Regent McFayden. The motion passed on a vote of 6-0.

V. Closed Session

No closed session was held.

VI. **Adjournment**

Action Item: Regent McFayden made a motion to adjourn the meeting. The motion was seconded by Regent Gilmore. Chairperson Bearden called for a vote on the motion. It passed on a vote of 6-0 and the Board adjourned at 6:00 p.m.