

BOARD OF REGENTS
for
KENTUCKY STATE UNIVERSITY



Regular Meeting of the Board of Regents

Friday, June 27, 2025

10:00 a.m. EDT

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

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

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

**Friday, June 27, 2025
10:00 a.m. EDT**

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

Zoom Link: <https://ksu.zoom.us/j/92476742469>

Webinar ID: 924 7674 2469

One Tap Mobile: US: [+13126266799](tel:+13126266799),92476742469# or [+16468769923](tel:+16468769923),92476742469#

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|---|--|
| 1. Call to Order | Regent Tammi Dukes
Board Chair |
| 2. Roll Call | Mr. Zach Atwell
Board Secretary
General Counsel |
| 3. Consent Agenda | |
| A. Minutes from Previous Board and Committee Meetings | |
| i. January 30, 2025, Academic Affairs Committee Meeting Minutes | |
| ii. January 30, 2025, Finance & Advancement Committee Meeting Minutes | |
| iii. January 30, 2025, Student Affairs Committee Meeting Minutes | |
| iv. January 31, 2025, Board Meeting Minutes | |
| v. April 28, 2025, Board Meeting Minutes | |
| 4. Action and Information Items | |
| A. University Senate Reports | |
| i. Faculty Senate Report
(Information Item) | Dr. Patrese A. Nesbitt
Faculty Senate President |
| ii. Staff Senate Report
(Information Item) | Mr. Delandual Conwell
Staff Senate President |
| iii. SGA Report
(Information Item) | Regent Aury Rios-Alcantara
SGA President |

B. Office of the President

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|-----|---|---|
| i. | Six-Month Report
(Information Item) | Dr. Koffi C. Akakpo
President |
| ii. | Approval of Board Retreat Meeting
(Action Item) | President Akakpo |

C. Division of Finance & Administration

- | | | |
|------|--|--|
| i. | Approval of Revised FY 2025 Budget
(Action Item) | Dr. Melissa Hicks
Interim VP, Finance & Admin. |
| ii. | Approval of FY 2026 Budget
(Action Item) | VP Hicks |
| iii. | President's Expenses Report
(Information Item) | VP Hicks |
| iv. | Report on Expenditures Over \$100,000
(Information Item) | VP Hicks |
| v. | Update on Appropriations
(Information Item) | Dr. DeAnna Brown
Title III Director |
| vi. | Approval of All FY 2026 Tuition & Fees
(Action Item) | VP Hicks |
| | | Dr. Stephanie Mayberry
Vice Provost, Student Affairs |

D. Division of Academic Affairs

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|------|---|---|
| i. | PEP Program
(Information Item) | Dr. Michael D. Dailey
Provost |
| | | Ms. Cathi Smith
Director of Adult Learning and
Experiential Learning |
| ii. | Approval of Tenure & Promotion Action
(Action Item) | Provost Dailey |
| iii. | Approval of Dual Credit Tuition Policy
(Action Item) | Provost Dailey |
| iv. | Approval of Emeritus Faculty Designation
(Action Item) | Provost Dailey |

E. Division of Institutional Advancement & External Relations

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|------|---|--|
| i. | Philanthropy Review Report
(Information Item) | Mr. Michael DeCourcy
VP, Institutional Advancement
and External Relations |
| | | Benefactor Group |
| ii. | Approval of Resolution Endorsing Philanthropy
Review Recommendations
(Action Item) | VP DeCourcy |
| iii. | Approval of KSUNAA MOU Resolution
(Action Item) | VP DeCourcy

Mr. Barry Johnson
President, KSUNAA |
| iv. | Approval of KSU Thoroughbreds Foundation, Inc.
Amended MOU
(Action Item) | VP DeCourcy |
| v. | Approval of Resolution Endorsing KSU
Thoroughbreds Foundation, Inc. Bylaws and Policies
(Action Item) | VP DeCourcy |
| vi. | Approval of KSU Thoroughbreds Foundation, Inc.
Board of Trustees
(Action Item) | VP DeCourcy |

F. Office of Human Resources

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|------|--|--|
| i. | Filled Positions
(Information Item) | Ms. Kendra Herve
HR Director |
| ii. | Staff Holiday Schedule
(Information Item) | Director Herve |
| iii. | Approval of Pending Personnel Items
(Action Item) | Director Herve |
| iv. | Approval of Addendum to Head Football
Coach Contract
(Action Item) | Director Herve

Mr. Grant Stepp
Athletic Director |

G. Office of General Counsel

- | | | |
|-----|---|------------------------|
| i. | Approval of Viewpoint Neutrality Policy
(Action Item) | Attorney Atwell |
| ii. | Update on Policies, Regulations, and Procedures
(Information Item) | Attorney Atwell |

5. Closing Remarks	Chair Dukes
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6. Adjournment	Chair Dukes
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**KENTUCKY STATE UNIVERSITY BOARD OF REGENTS
ACADEMIC AFFAIRS COMMITTEE
REGULAR MEETING**

***** Meeting Was Conducted in Person and by Teleconference *****

**Thursday, January 30, 2025
11:00 a.m. EST**

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

MINUTES

I. Call To Order

The Committee's Chair, Regent Herman Walston, EdD, called the meeting to order at 11:04 a.m.

II. Roll Call

The Board's Secretary, Zachary Atwell, called the roll:

Regent Herman Walston, EdD, Chair	Present
Regent Charles Moyer, PhD, Co-Chair	Present
Regent Edward Fields	Present
Regent Edward Hatchett, Esq.	Not Present
Regent Aury Rios-Alcantara	Not Present

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

III. Approval of the Agenda

MOTION by Regent Moyer:

Move the Committee to approve the agenda of the January 30, 2025, regular meeting of the Academic Affairs Committee.

Seconded by Regent Fields and passed without dissent.

IV. Information Items

All information agenda items were presented by Dr. Michael D. Dailey, Provost and VP, Academic and Student Affairs. Dr. Dailey explained that all of the day's presentations would be aligned with the strategic plan that was presented to the Regents during the Fall of 2024.

A. Reaffirmation of Accreditation

Dr. Dailey stated that this information item aligns with Strategic Priority 3: Equitable/Intentional Student Success. President Akakpo joined Dr. Dailey in presenting this item. The University remains an accredited University and has made tremendous strides in correcting the issues that led to a warning being issued by SACSCOC. The initial sixteen findings have now been reduced to five, all of which are related audit completion. The October site visit by SACSCOC and the December annual meeting were both successful. Further, KSU was approved for three new programs during the December SACSCOC meeting.

Chair Walston inquired into the Fifth Year Report deadline and whether SACSCOC would conduct another site visit soon. He also requested the status of the music program's reaccreditation.

B. KYSU Online Enrollment and Offerings

This information item aligns with Strategic Priority 1: Affordable Access. Enrollment in the online program has grown significantly and now has 225 students, up from 146 at the end of the Fall 2024 semester. Dr. Dailey discussed distinctive programs and pathways between the online and residential campuses, as well as online graduate program offerings.

Chair Walston posed a question regarding issues experienced last fall with registering students in online and residential campus classes.

Regent Moyer requested that Dr. Dailey provide perspective regarding the number of students enrolled in each online class, in terms of whether the class sizes were large enough to cover the cost of faculty members needed to teach those classes.

Chair Walston queried whether the growth of the online program would result in an increase of financial funds to allow the program to increase its offerings as enrollment increases. He also asked whether the undergraduate psychology program is being revamped.

C. Academic Performance of Students During Fall 2024

Dr. Dailey explained that while more information would be forthcoming in a subsequent report regarding this topic, the University has taken positive steps to achieve the goal of a 90% retention rate and 70% graduation rate. Currently, the return rate from the Fall 2024 to Spring 2025 semester is 82%. He discussed strategies being implemented in the classroom to engage students and ultimately increase the return rate.

Chair Walston inquired into the relationship between [KSU class] 186 and the increased return rate. Dr. Dailey responded that the 186 class is gone.

Regent Fields requested a geographical breakdown of the global campus, and where students are located.

D. Faculty Evaluation/Post-Tenure Review Update

This information item aligns with Strategic Priority 3: Equitable/Intentional Student Success. Dr. Dailey reported that in the Fall 2024 semester, President Akakpo announced the reinstatement of the tenure and promotion process for faculty members. Faculty members will receive notifications regarding training access to Interfolio, and the timeline for tenure and promotion and how the process will work will be communicated to faculty members. Dr. Dailey further explained the faculty annual evaluation process.

V. Adjournment

MOTION by Regent Fields:
Move the Board to adjourn.
Passed without dissent.

The meeting was adjourned at 11:55 a.m.

Submitted by:

Zachary Atwell, Secretary
Board of Regents
Kentucky State University

Regent Herman Walston, EdD, Chair
Academic Affairs Committee
Board of Regents
Kentucky State University

**KENTUCKY STATE UNIVERSITY BOARD OF REGENTS
FINANCE & ADVANCEMENT COMMITTEE
REGULAR MEETING**

***** Meeting Was Conducted in Person and by Teleconference *****

**Thursday, January 30, 2025
9:00 a.m. EST**

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

**MINUTES

I. Call To Order

The Committee's Vice Chair, Regent Charles Moyer, PhD, called the meeting to order at 9:02 a.m.

II. Roll Call

The Board's Secretary, Zachary Atwell, called the roll:

Regent Edward Hatchett, Chair	Not Present
Regent Charles Moyer, PhD, Vice Chair	Present
Regent Michael Adams, Jr.	Not Present
Regent Tammi Dukes	Present
Regent Jonathan Rabinowitz	Present
Regent Robert Ramsey, Sr.	Present

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

III. Approval of the Agenda

MOTION by Regent Dukes:

Move the Committee to approve the agenda of the January 30, 2025, meeting of the Finance & Advancement Committee.

Seconded by Regent Ramsey and passed without dissent.

IV. Information Items

A. Fiscal Year 2023 Audit Status Report

This agenda item was presented by Ms. Vicki Dunaway, VP, Finance & Administration, and CFO. VP Dunaway began by introducing the University's new Controller, Dr. Melissa Hicks. President Akakpo then provided the 2023 audit status report, stating that he spoke with the senior principal

of CLA last week, who indicated that everything is ready to go. CLA is waiting for one item from Protiviti, but they have begun writing the report. CLA expects the audit to be completed within two and a half weeks. As to FY24, President Akakpo reported that CLA has begun this audit in a very basic and preliminary manner. As soon as the FY 23 audit is completed, CLA will begin the FY24 audit in earnest. President Akakpo stated that the USDOE has informed the University that the FY24 audit is due March 31, which he does not expect the University to be able to meet.

Regent Dukes asked what is being done to ensure that specific items requested during the FY23 audit (e.g., formats, schedules, and templates) will be incorporated into the FY24 audit.

Vice Chair Moyer sought confirmation that the FY23 audit would be completed within the next two weeks and queried as to the FY24 audit deadline. Regent Ramsey posed a similar question regarding the FY24 audit's target completion date.

B. Fiscal Year 2024 Audit Status Report

This agenda item was incorporated into the previous agenda item discussion.

C. Internal Audit Status Report

VP Dunaway presented this agenda item, reporting the status of work being performed by CBIZ and Your Part-Time Controller (YPTC). CBIZ will be auditing IT and HR this year and are revisiting the Accounts Payable audit. Further, CBIZ is preparing the Emergency ERM document, which she expects to receive within the next month.

Finance & Administration is implementing many of the policies and procedures developed by YPTC and is preparing to roll out a reconciliation process for University administrative staff for their areas and units. Meetings with individual units will begin in February to plan the 2025–26 budget.

Regent Dukes requested a list of open items identified by CBIZ for the FY23 and FY24 audits, as well as the status of those items.

D. Introduction of New Investment Management Team

Following VP Dunaway's presentation of the above items, this agenda item was presented by Mr. Michael DeCourcy, VP, Institutional Advancement & External Relations, and Mariner Wealth Advisors.

Mr. DeCourcy introduced Mr. David King of Mariner Wealth Advisors, who began by sharing background information on himself, the firm, and its Institutional Investment Policy Group. Next, Mr. King discussed the University's portfolio performance. Hearing no questions, Vice Chair Moyer thanked Mr. King for his presentation.

E. Budget vs. Actuals Report

This agenda item was presented by VP Dunaway, who began with data for E&G expenses and revenues. She noted that as of January 27, uncollectibles had been reduced from \$1.4 million to \$989,842.

Vice Chair Moyer queried whether endowment income was from the University's endowment, the Foundation's endowment, or both. He also asked whether income from the Foundation's endowment appears anywhere in the report.

Regent Dukes asked why the operating expenses appeared to be double what was previously budgeted. She further asked whether campus stakeholders involved in providing input regarding the FY26 budget would be given a template to assist them with providing more thorough information.

As VP Dunaway presented the Auxiliary budget, Vice Chair Moyer requested that she provide perspective as to the salaries and wages budget-to-actual numbers. He further inquired how the outstanding student receivables resolves throughout the year and what VP Dunaway anticipates that number to look like in six months.

V. Adjournment

MOTION by Regent Dukes:

Move the Committee to adjourn.

Seconded by Regent Ramsey and passed without dissent.

The meeting was adjourned at 10:26 a.m.

Submitted by:

Zach Atwell, Secretary
Board of Regents
Kentucky State University

Regent Charles Moyer PhD, Vice Chair
Finance & Advancement Committee
Board of Regents
Kentucky State University

**KENTUCKY STATE UNIVERSITY BOARD OF REGENTS
STUDENT AFFAIRS COMMITTEE
REGULAR MEETING**

***** Meeting Was Conducted in Person and by Teleconference *****

**Thursday, January 30, 2025
2:00 p.m. EST**

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

**MINUTES

I. Call To Order

The Committee's Chair, Regent Edward Fields, called the meeting to order at 2:01 p.m.

II. Roll Call

Mr. Michael DeCourcy, Vice President of Institutional Advancement and External Relations, called the roll:

Regent Edward Fields, Chair	Present
Regent Jason Moseley, Co-Chair	Not Present
Regent Tammi Dukes	Present
Regent Robert Ramsey, Sr.	Present
Regent Herman Walston, EdD	Present
Regent Aury Rios-Alcantara	Present

Five (5) Regents were in attendance and present at roll call. A quorum was therefore established.

III. Approval of the Agenda

MOTION by Regent Dukes:

Move the Committee to approve the agenda of the January 30, 2025, meeting of the Student Affairs Committee.

Seconded by Regent Walston and passed without dissent.

IV. Information Items

All information agenda items were presented by Dr. Stephanie Mayberry, Vice Provost, Student Affairs.

A. Enrollment Report

Dr. Mayberry began by sharing the Spring 2025 enrollment report. Currently, 2,330 students are enrolled for the Spring semester, reflecting an increase of 534 over this time last year. Dr. Mayberry provided a

breakdown of online, dual credit, first-time new freshmen, readmitted, transfer, and non-degree seeking students.

B. Financial Aid Report

- i. Packaging**
- ii. Fall Semester**

As of January 27, 2025, the Office of Financial Aid (“OFA”) has collected \$10,264,468 in federal, state, and external aid. Further, the OFA has received over 3,000 ISIRs for Fall 2025. Campaigns are ongoing to ensure all students have completed the 2025–2026 FAFSA. The OFA plans to package continuing students no later than March 1 and incoming freshmen/transfers by May 1.

Chair Fields inquired into the increase of ISIRs over this time last year. Regent Dukes sought clarification regarding the ISIR acronym.

C. Admissions Report

- i. Fall Projections**

Dr. Mayberry reported that for the Fall 2025 semester, 1,923 first-time freshmen applications and 75 transfer applications have been received to date. Over 622 students have registered for High School Preview Day, including 367 graduating seniors.

Regent Walston inquired whether any of the admitted first-time freshman or transfer students were the result of any of the University’s MOUs.

D. Housing Report

Dr. Mayberry explained that for the Spring 2025 semester, 999 students are currently considered to be “on-campus,” including 993 residing on campus and 6 residing off campus at the Bluegrass Inn. When the Bluegrass Inn contract is terminated, effective February 17, 2025, students living there will be relocated back to campus. Combs Hall will reopen February 7, and Chandler Hall will close for renovations on February 10.

Chair Fields asked when the Chandler Hall renovations would be completed, and what the third and fourth floors of Hunter Hall would be used for.

Regent Rios-Alcantara queried whether students would receive assistance with moving, and when students would be notified of their move.

Regent Dukes inquired into the current campus housing capacity.

E. Bursar Report

- i. Student Collections**

As of January 30, 2025, the student collections outstanding balance is \$3,063,833.77. Of that amount, approximately \$844,000 is outstanding from the Fall 2024 semester and \$2,219,833 is

for the Spring 2025 semester. Student Collections teams are continuing outreach efforts to reduce the outstanding balance and are updating administration weekly.

Regent Walston asked Dr. Mayberry if she knew how many students had taken no action to create a payment plan or to make a payment.

Chair Dukes asked when Census Day would occur.

Chair Fields sought clarification as to whether students were being removed from class for reasons related to non-payment.

Regent Rios-Alcantara sought clarification regarding students receiving emails for non-attendance.

F. Student Life Report

- i. Student Wellness**
- ii. Campus Activities**

Dr. Mayberry reported an increase in student engagement, including 344 in-person counseling sessions and 81 students utilizing virtual TimelyCare appointments. Student Services and the Office of Student Affairs have partnered with Athletics to offer group counseling.

As to campus life activities, Sisterhood & Success and the Women's Empowerment Circle will continue this semester, as well as Brotherhood & Brilliance and the Men's Circle at KSU. Dr. Mayberry also detailed weekly engagement activities scheduled throughout the Spring semester.

In closing, Dr. Mayberry addressed several issues that had been presented by students at the most recent Town Hall meeting.

Regent Rios-Alcantara asked when the Campus Nurse position is expected to be filled and whether the nurse would be able to write prescriptions and orders.

Chair Fields inquired whether Dr. Mayberry could establish regular meetings with the SGA to get ahead of any questions or issues that students might have.

Regent Walston queried whether he could get a copy of today's presentation.

V. Adjournment

MOTION by Regent Dukes:

Move the Committee to adjourn.

Seconded by Regent Rios-Alcantara and passed without dissent.

The meeting was adjourned at 2:33 p.m.

Submitted by:

Zach Atwell, Board Secretary
Board of Regents
Kentucky State University

Regent Edward Fields, Chair
Student Affairs Committee
Board of Regents
Kentucky State University

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

***** Meeting Was Conducted in Person and by Teleconference *****

**Friday, January 31, 2025
10:00 a.m. EST**

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

MINUTES

I. Call To Order

The Board's Chair, Regent Tammi Dukes, called the meeting to order at 10:11 a.m.

II. Roll Call

The Board's Secretary, Zachary Atwell, called the roll:

Regent Tammi Dukes, Chair	Present
Regent Michael Adams, Jr., Vice Chair	Not Present
Regent Edward Fields	Present
Regent Edward Hatchett, Esq.	Not Present
Regent Jason Moseley	Not Present
Regent Charles Moyer, PhD	Present
Regent Jonathan Rabinowitz, Esq	Present
Regent Robert Ramsey, Sr.	Not Present
Regent Herman Walston, EdD	Present
Regent Aury Rios Alcantara	Present

Six (6) Regents were in attendance and present at roll call. A quorum was therefore established. Regent Moseley and Regent Adams joined following roll call.

III. Approval of the Agenda

MOTION by Regent Fields:

Move the Board to approve the agenda of the January 31, 2025, meeting of the Board of Regents.
Seconded by Regent Rabinowitz and passed without dissent.

IV. Information Items

A. University Senate Reports

i. Faculty Senate Report

This agenda item was presented by Dr. Patrese Nesbitt, Faculty Senate President. She reported that goals for the semester included faculty-related policy reviews and revisions. The signature process for the new CDF Minor has been completed and steps are being taken to improve the content and faculty utilization of the Canvas page. Faculty members have been notified of the new Faculty Senate meeting time. Work is underway to fill several vacancies within various Senate committees.

Chair Dukes inquired into the nature of the faculty policies under review.

ii. Staff Senate Report

This report was tabled until a future meeting as Mr. Delandual Conwell, Staff Senate President, was unable to attend.

iii. SGA Report

This report was presented by Regent Aury Rios-Alcantara, SGA President. Under the guidance of Dr. Mayberry and Dr. Dixie, the SGA has made significant progress in addressing student concerns and enhancing the overall campus experience. Regent Rios-Alcantara provided specific examples of recent SGA activities and accomplishments. She explained that the SGA continues to strengthen communication between students, faculty, and staff to create a more efficient and responsive campus environment. Three SGA Town Hall meetings are scheduled for this semester, with additional opportunities for students to provide feedback.

B. Athletics

i. Athletics Program Review and Feasibility Study Report

This agenda item was presented by Mr. Grant Stepp, Athletic Director, and representatives of the Pictor Group—M. Diane Murphy, PhD, Sandy Hatfield Clubb, Carolyn Schlie Femovich, and Ingrid Wicker McCree, EdD.

AD Stepp reported that the University has been working with the Pictor Group since August 2024 to implement a comprehensive Athletics program review, then turned the presentation over to Dr. McCree and Dr. Murphy. They reported that while it is apparent that the Athletics program has fallen behind in institutional support, commitment, staffing, facilities, and competitiveness, there is a path forward to restoring the program into a strong, vibrant asset for Kentucky State University. They discussed the Pictor Group review process and shared details of specific findings regarding program strengths and weaknesses.

President Akakpo inquired how the figure of \$3.6 million in total KSU Athletics revenue for 2023 was arrived upon.

Regent Rabinowitz asked whether the University presently has, or has had in the past, any deals with any corporations or any companies on the athletics side, whether the

questionnaire response rate for alumni and friends was typical, and whether the low response rate was indicative of alumni engagement and interest.

As to the statement that the University currently has one athletics trainer for over 300 student-athletes, Regent Rios-Alcantara queried what steps the University is taking to ensure that all student-athletes are receiving an appropriate level of care and attention, and what steps are taken when a student athlete is injured and the trainer is not available.

Regent Fields sought clarification regarding a gender equity plan.

Regent Moyer inquired into the graduation rate of the University's student-athletes compared to the full-time student graduation rate, and whether any focused study areas or resources exist specifically for student-athletes.

Regent Moseley asked how in-state students were being utilized within the Athletics program, and how those numbers compared to other institutions in the SIAC and other conferences.

Regent Rios-Alcantara inquired into the condition of the workout room equipment.

Regent Rabinowitz sought confirmation that the Pictor Group believes that the University is at the appropriate division level for competition.

Chair Dukes queried whether a recommendation had been made as to whether the University is aligned with where it is supposed to be, or whether a change should be considered, based upon the criteria of each of the divisions and conferences.

C. Finance and Administration

All Finance and Administration reports were presented by Ms. Vicky Dunaway, CFO and VP, Finance and Administration.

i. Financial Report

VP Dunaway introduced Dr. Melissa Hicks, the University's new Controller, then stated that today's presentation was the same as the January 30 presentation to the Finance & Advancement Committee.

Regent Moyer requested clarification as to why "uncollectible" students were uncollectible, and how many of these students are seniors.

Regent Fields asked whether VP Dunaway was still receiving invoices without purchase orders.

Chair Dukes inquired into the number of expenditures paid within the past six to eight months that did not have a purchase order.

ii. Report on President's Expenses and Travel

Next, VP Dunaway presented the President's expense and travel report. Hearing no questions, Chair Dukes thanked her for the presentation.

D. President's Report

President Koffi Akakpo presented this agenda item and began by highlighting the success of the mobile health units being deployed to vulnerable populations in West Louisville, Hazard, Paducah and Hopkinsville. He also addressed the strategic plan, the status of the goal to enroll 3,000 students, employee demographics and KSU's partnership with BCTC to promote the University's Nursing program. Chair Dukes thanked President Akakpo for his presentation.

V. Action Items

A. Capital Planning and Facilities Management

These action items were presented by Ms. Jennifer Linton, Director, Capital Planning & Facilities Management. Chair Dukes requested that Regents approve each of the items by category rather than individually.

- i. Approval of Budget Increase for the McCullin Hall Renovation Project**
- ii. Approval of Budget Increase for the Chandler Hall Renovation Project**
- iii. Approval of Budget Increase for the Betty White Renovation Project**
- iv. Approval of Improvements to Campus Walkways and Miscellaneous Repairs**
- v. Approval of the Hunter Hall Renovation Project**
- vi. Approval of the ASB Roof and Windows Project**

MOTION by Regent Moyer:

Move the Board to approve the Capital Planning and Facilities Management agenda items.

Seconded by Regent Fields and passed without dissent.

B. Finance

These agenda items were presented by VP Dunaway and Ms. Fran Pinkston, Purchasing Director.

- i. Approval to Sell Surplus Buses**
- ii. Approval to Increase Per Diem Rates**
- iii. Approval of Protiviti Contract Expenditures**
- iv. Approval of PeopleLink Contract Expenditures**
- v. Approval of New Tuition Rates**

MOTION by Regent Moyer:

Move the Board to approve the Finance agenda items.

Seconded by Regent Fields and passed without dissent.

C. Human Resources

This agenda item was presented by Ms. Kendra Herve, Director of Human Resources. Ms. Herve introduced her staff and shared a brief HR presentation covering employee and employment demographics, benefits offered by the University, employee recognition events, and vacant and filled positions.

Chair Dukes inquired who could access the Zumba classes.

i. Approval of Pending Personnel Actions

MOTION by Regent Fields:

Move the Board to approve the Human Resources agenda items.

Seconded by Regent Rios-Alcantara and passed without dissent.

D. Land Grant Program

This agenda item was presented by Dr. Marcus Bernard, Dean, College of Agriculture, Health and Natural Resources, and Director, Land Grant Program and Dr. Topè, Associate Dean of Academics.

i. Approval of Leap Evaluation Consulting Contract Expenditures

MOTION by Regent Moyer:

Move the Board to approve the Land Grant Program agenda items.

Seconded by Regent Fields and passed without dissent.

E. Governance

These agenda items were presented by Chair Dukes.

i. Approval of Previous Meeting Minutes

ii. Approval of Updated Bylaws

MOTION by Regent Fields:

Move the Board to approve the Governance Agenda items.

Seconded by Regent Rabinowitz and passed without dissent.

VI. Closed Session

Next, the Board moved to a closed session to discuss pending and possible litigation, pursuant to KRS 61.810(1)(c).

MOTION by Regent Fields:

Move the Board to move to a closed session.

Seconded by Regent Rios-Alcantara and passed without dissent.

VII. Closing Remarks

When the Board returned from the closed session, Chair Dukes announced that no action had been taken in closed session and called for a motion to enter an open session:

MOTION by Regent Rios-Alcantara:

Move the Board to enter an open session.

Seconded by Regent Fields and passed without dissent.

In closing, Chair Dukes extended her appreciation for the Board's dedication, active participation, insight and feedback.

VIII. Adjournment

MOTION by Regent Fields:

Move the Board to adjourn.

Seconded by Regent Rios-Alcantara and passed without dissent.

The meeting was adjourned at 2:16 p.m.

Submitted by:

Zachary Atwell, Secretary
Board of Regents
Kentucky State University

Regent Tammi Dukes, Chair
Board of Regents
Kentucky State University

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

***** Meeting Was Conducted in Person and by Teleconference *****

**April 28, 2025
10:00 a.m., EDT**

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

**MINUTES

I. Call To Order

The Board's Chair, Regent Tammi Dukes, called the meeting to order at 10:00 a.m.

II. Roll Call

The Board's Secretary, Zachary Atwell, called the roll:

Regent Tammi Dukes, Chair	Present
Regent Edward Fields	Present
Regent Edward Hatchett, Esq.	Present
Regent Jason Moseley	Present
Regent Charles Moyer, PhD	Present
Regent Jonathan Rabinowitz, Esq.	Present
Regent Robert Ramsey, Sr.	Present
Regent Herman Walston, EdD	Not Present
Regent Aury Rios-Alcantara	Not Present

Seven (7) Regents were in attendance and present at roll call. A quorum was therefore established. Regent Walston and Regent Rios-Alcantara joined following roll call. Mr. Michael Adams, Jr., resigned from the Board of Regents prior to this meeting.

III. Approval of the Agenda

MOTION by Regent Moyer:

Move the Board to approve the agenda of the April 28, 2025, meeting of the Board of Regents.
Seconded by Regent Ramsey and passed without dissent.

IV. Action Items

A. Approval of Resolution to Confer Earned Academic Degrees

This agenda item was presented by Dr. Michael Dailey, Provost and VP, Academic and Student Affairs. Prior to the presentation of Action agenda items (A) and (B) Chair Dukes requested that both items be approved under one vote.

Following Dr. Dailey's presentation, Chair Dukes requested a comparison of the number of degrees being awarded this year to that of last year.

B. Approval of Resolution to Confer Honorary Degrees

This agenda item was presented by Dr. Dailey.

MOTION by Regent Moseley:

Move the Board to approve the resolution to confer earned academic degrees and resolution to confer honorary degrees.

Seconded by Regent Walston and passed without dissent.

C. Approval of Undergraduate Tuition and Fees Increase for FY 2026

This agenda item was presented by Dr. Melissa Hicks, Interim VP, Finance & Administration and CFO, and Ms. Ann Jarvis, Budget Director.

Regent Walston sought clarification regarding the specific courses to which the proposed course fee would apply.

Regent Moseley sought clarification that the proposed course fee would be in addition to the proposed tuition increase.

Regent Hatchett and Chair Dukes sought clarification that the out-of-state fees would not be changed at this time.

Regent Moseley inquired as to a more effective means of collecting outstanding student balances.

Regent Moyer queried whether the University has any students this semester who have met all academic requirements for graduation but who will not graduate due to outstanding fees.

Regent Hatchett requested elaboration between the relationship between the CPE-set tuition limit and the amount the Board is raising tuition by, and whether KSU is unusual in the system for reaching the maximum tuition limit, should the proposed increase be approved.

Regarding those invoices still being presented without a purchase order (PO), Chair Dukes inquired into the type of counseling and training being provided to the individuals who caused them.

Regent Hatchett asked what Dr. Hicks tells employees regarding accountability for presenting invoices without POs.

Regent Hatchett also sought a comparison between KSU's per-credit-hour fees for undergraduate virtual students and those of the other state universities.

MOTION by Regent Walston:

Move the Board to approve the undergraduate tuition and fees increase for FY 2026.

Seconded by Regent Hatchett and passed without dissent.

Following the vote, Regent Moyer requested that the next Board meeting also include information regarding whether limitations on federal grants are impacting KSU, and what can be done to reduce or prevent such impacts.

V. Adjournment

MOTION by Regent Moyer:

Move the Board to adjourn.

Seconded by Regent Ramsey and passed without dissent.

The meeting was adjourned at 10:40 a.m.

Submitted by:

Zachary Atwell, Secretary
Board of Regents
Kentucky State University

Regent Tammi Dukes, Chair
Board of Regents
Kentucky State University



President's Report

Spring 2025

THOROBREDS LEADING for *Impact*

A Message from the PRESIDENT

Greetings,

Kentucky State University has completed another remarkable academic year. Our reach across the Commonwealth has grown at an exceptional rate, serving students rooted in different beginnings, united in achievement.

A total of 345 degrees were awarded by the university to the Class of 2025 on May 10, 2025.

Our dual credit program has increased significantly from 408 students in the last academic year to 833. This summer marks the second year Kentucky State offers high school students a residential camp where they can earn college credit, expanding access to quality education.

Implementing high-impact practices that empower student success remains a top priority as we continue to advance our programs and enhance our campus.

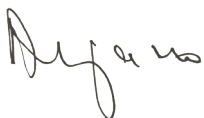
We are especially appreciative of our Kentucky legislators and community partners for authorizing \$5 million for the design of the Kentucky State University Health Sciences Buildings. This investment is key in empowering Kentucky State to train the next generation of healthcare professionals and help address the severe shortage for nurses being experienced throughout the Commonwealth and the nation.

As we approach the 135th Anniversary of the Second Morrill Act of 1890, this six-month report is a reminder of the important work that 1890 land-grant institutions are conducting every day, both in the classroom and beyond. Kentucky State proudly celebrates this important legacy that transformed the educational landscape and expanded resources and opportunities for all.

A significant achievement of our Land Grant Program is the launch of a hay testing lab at the newly opened Cooperative Extension Office in Barren County. This facility helps fill the gap in forage testing access across the Commonwealth, offering an essential service to local farmers.

It has been a year full of exciting growth and inspiring achievements. We thank you for your continued support and advocacy of Kentucky State University. Together, we are building a brighter future for our students, the Commonwealth, and the world.

Warm Regards,



Koffi C. Akakpo, Ph.D.
President

Class of 2025 Commencement



KSU marked a significant milestone as approximately 345 graduates were recognized during two commencement ceremonies held at the William Exum Center. The Thorobred community—family members, friends, alumni, faculty, and staff—gathered in celebration of the Class of 2025 and their outstanding accomplishments. Dr. Jewel H. Bronaugh, President and CEO of the 1890 Universities Foundation, delivered the keynote address, inspiring graduates to lead with courage, purpose, and vision.

- 36% of all degree and certificate recipients this year have Kentucky origins
- Students came from 26 states, 1 U.S. Territory and 6 foreign countries (Ethiopia, Ghana, India, Nepal, Nigeria, and Zimbabwe)

With strong values, determination, and a commitment to service, the Class of 2025 stands ready to take on the world and **Lead for Impact!**

5	Doctoral degrees
47	Master's degrees
241	Bachelor's degrees
13	Associate degrees
39	Certificates



Grand Opening of New Hay Testing Lab in Barren County

KSU hosted the grand opening of a new hay testing laboratory at its Cooperative Extension Office in Barren County. Farmers can now access not only timely and detailed lab analyses but also expert guidance and consultation to improve hay and forage quality. This free service aims to help producers boost market appeal, grow sales, and strengthen profit margins.



Highlighting University Research and Leadership at NACA 2025

Shreesha Pandeya, a graduate student under Professor Dr. Buddhi R. Gyawali, received the Best Student Presentation Award at the Nepali Academics in America (NACA) 2025 Conference. Her research was honored for academic strength and its wider significance in advancing climate resilience.

KSU had a strong presence at the conference held at Appalachian State University in Boone, North Carolina, with faculty, staff, and students contributing to multiple sessions focused on sustainability, and community environment health.



Governor Beshear Proclaims May as Skin Cancer Awareness Month

KSU proudly partnered with the Office of the Governor to declare May 2025 as Skin Cancer Awareness Month in the Commonwealth of Kentucky. Dr. Frederick Bebe and his research team are spearheading initiatives to safeguard farmers and outdoor workers from skin cancer—the most commonly diagnosed cancer in the U.S. The University remains dedicated to raising awareness and equipping farmers with resources to stay safe and successful.

MAY IS OBSERVED AS
MELANOMA
AND SKIN CANCER
AWARENESS MONTH

Micah Stangebye '25 Crowned National Champion at PGA WORKS Championship

In his final tournament as a Kentucky State Thorobred, Micah Stangebye became a national champion, winning the NCAA Division II individual title at the 2025 PGA WORKS Collegiate Championship. After graduating with a BA in business administration, this May, Stangebye is now headed to Nashville to begin his career as a teaching PGA professional while working toward his ultimate goal of earning a spot on the professional golf tour.



Beta Kappa Chi, National Scientific Honor Society

In a display of academic excellence, 17 students were inducted into Beta Kappa Chi, a national scientific honor society, in March.

This program testifies to the University's commitment to fostering equitable student success through purposeful engagements that elevate student experiences and enhance student learning environments.



Honda Campus All-Star Challenge National Championship Tournament

KSU's Honda Campus All-Star Challenge Team participated in this year's Honda Campus All-Star Challenge National Championship Tournament in Torrance, California. The annual trivia competition highlights the academic excellence of HBCU students around the nation. Students Ciara Robinson, Mylah Smith, Debrianna Smith, and De'Aira Watts, participated in this year's competition.



Student Athletes | *Community Engagement*

200 HOURS

contributed to the
Flood Relief in Frankfort

60 4 7

Student-Athletes

Interns

Staff

Through cleanups, donation drives, and the distribution of food and essential supplies, they helped restore stability and hope to families impacted by the disaster.

Graduate Student Spearheads Study on Soybean Seeds

Since 2023, graduate student Sudip Poudel has been conducting multiple studies to understand soybean pod and seed growth and composition dynamics under different assimilate availability. For his master's thesis research, Poudel executed a field study that tested the effect of increased assimilate supply during different seed filling stages in soybean production. This groundbreaking study is the first of its kind to identify the final seed size determination stage under field conditions.



Annual Student Research Day

The School of Business and Center for Economic Education and Financial Literacy proudly hosted the Annual Student Research Day and Awards Banquet in April. The event spotlighted outstanding student research across various disciplines and celebrated academic excellence through posters, oral presentations, paper competitions, and faculty recognition.

This year's theme was, "Linking Teaching and Research in the Classroom to Enhance Student Learning Outcomes." Students were mentored throughout the research process by KSU faculty members.



Strategic Goal #3

We surpassed our goal of developing three new academic programs for 2024 and 2025. Each program received full approval from our accrediting bodies, including the Council on Postsecondary Education (CPE) and SACSCOC.

New Programs | *Spring 2024 - Spring 2025*

Spring 2024

- Bachelor of Science in Biological and Agricultural Engineering
- Bachelor of Science in Cybersecurity
- Bachelor of Science in Manufacturing Engineering Technology

Spring 2025

- Master of Arts in Criminal Justice
- Master of Science in Biological and Agricultural Engineering
- Master of Social Work

Credit for Prior Learning (CPL) Program

Previously known as the Credit for Life Program, this initiative has been renamed Credit for Prior Learning to align with the Council on Postsecondary Education and other four-year institutions in Kentucky. CPL recognizes college-level learning acquired outside the traditional classroom, including work experience, military training, certifications, and community service. The program is currently undergoing a significant revamp to enhance the following:

- Accessibility
- New CPL handbook
- Student support
- Transparency

This revamp ensures consistency, fairness, and alignment with best practices in higher education, further supporting KSU's commitment to serving adult learners and non-traditional students.

Adult Learner Data

Efforts via KYSU Online to re-engage students who have previously dropped out are also being conducted. Students who have a minimum grade point average of 2.0 and a prior outstanding balance of \$1,500 or less will be eligible to have that balance waived through the Welcome Back Scholarship. This effort aligns with KSU's commitment to offer access and affordability.

2023 to 2024 Academic Year:

494 adult learners enrolled

2024 to 2025 Academic Year (projected):

590 adult learners enrolled

Some additional partnerships at KSU as part of a strategic effort to attract more adult learners include:

- Fayette County Detention Center
- Frankfort Police Department
- Kentucky State government employees
- Lexington Police Department
- Louisville Metro Department of Corrections
- Louisville Metro Police Department

Prison Education Program (PEP)

The Prison Education Program will launch in Fall 2025 and provide equitable access to college-level education for incarcerated individuals at Northpoint Training Center and Roederer Correctional Complex. KSU conducted a soft launch during the Spring C-term semester to prepare for the full rollout.

Courses will be delivered asynchronously through secured tablets, allowing students to complete coursework despite restrictions with internet access. Currently, PEP has enrolled approximately 85 students with projections to expand to 200 students by next year. Research consistently shows that prison education programs reduce recidivism and support successful reentry into society.



PARTNERSHIP NEWS

KSU and Ethiopian Universities Discuss Collaborations

KSU welcomed representatives from Injibara University and Dambi Dollo University to discuss collaborations in potential areas of interest, such as aquaculture, business administration, education, and nursing. Esteemed guests included Injibara University President Dr. Gardachew Worku Fekada and Academic Vice President Dr. Aemiro Tadesse Tiku, and Dambi Dollo University Administration Board Member and Adviser on Partnership and Internalization Dr. Delessa Bulcha Neger.



A Different Kind of Buffalo

As a result of the historic floods experienced in April 2025, the Kentucky Rivers' main channel currents became extremely swift, prompting local fish populations to seek refuge in backwater areas where the current was less intense. As the flood waters receded, fish became trapped in low-lying areas and pools. One such pool containing trapped fish, was located at the Buffalo Trace Distillery. The distillery invited KSU's aquaculture program to help relocate the fish back to their natural habitat, with the largest fish rescued being the impressive bigmouth buffalo.



Landmark Microclimate Monitoring System in Eastern Kentucky

KSU established a microclimate, trace gas, and soil moisture monitoring station in Martin County, Kentucky, in collaboration with Renew Appalachia, a non-profit organization involved in the land reclamation and forest restoration project in Eastern Kentucky. This instrumentation in Martin County is essential to address the current challenges in managing active, abandoned, and reclaimed mine lands.



Forging New Opportunities

KSU and Guangzhou Huali College joined forces to promote the exchange of students, faculty, and joint research. Programs at both the undergraduate and graduate level will include areas such as business administration, engineering, international economics and trade, and nursing.



CAPITAL AND GRANT FUNDED PROJECTS



Completed

- Blazer Library
- Combs Hall
- Phase I:
 - Ramp
 - Sidewalks



In Progress

- Bell Gym
- Betty White
- Bradford Hall
- Carver Hall
- Chandler Hall
- Exum Center
- Hume Hall
- Phase II:
 - Site Improvements
 - Walkways

Grant Funded

- Agriculture Greenhouse - *GF*
- Aquaculture Building - *GF*
- Farm Office and Value-Added Building - *GF*
- Freight Farm - *GF*
- Springhouse - *GF*
- Rosenwald Center - *GF*



Funding Received

2022-2024 >>> \$18.5 M

2024-2026 >>> \$65 M

Land Grant Facility Funds

\$5,681,677.19 awarded in 2019 and \$2,322,808.39 awarded in 2023.



KSU THOROBBREDS FOUNDATION, INC.

\$1,256,131.18*



Assets under management:

December 2024: \$101,864.29

January 2025: \$326,334.06

May 2025: \$1,256,131.18*

**An additional \$1,903,696.62 is held due to the balances of the accounts represented not being received nor written donor restrictions upon time of transfer.*

Notable Gifts

Richard and Anna Marie Rosen

\$400,000

to the School of Nursing

This gift creates a new scholarship pipeline for Franklin County Healthcare.

WesBanco

\$25,000

to the KSU Honors Program

This gift will fund student scholarships over the course of 5 years, with \$5,000 allocated each year.



Rendering of the Proposed New Nursing and Health Sciences Building and William Exum Center Improvements

Future Projects: Health, Nutrition and Wellness Center

The School of Nursing and related programs at KSU is poised to grow exponentially with the further development of present and new academic programs.

The proposed multipurpose and functional space will include:

- Classrooms and conference spaces
- Debriefing rooms
- Laboratory space
- Learning laboratory (virtual setting)
- Office space
- Student study spaces

Purpose and Vision

The complex will integrate academic instruction, applied research, and community engagement to address Kentucky's most urgent health needs while fostering economic growth and revitalization in Frankfort and beyond.

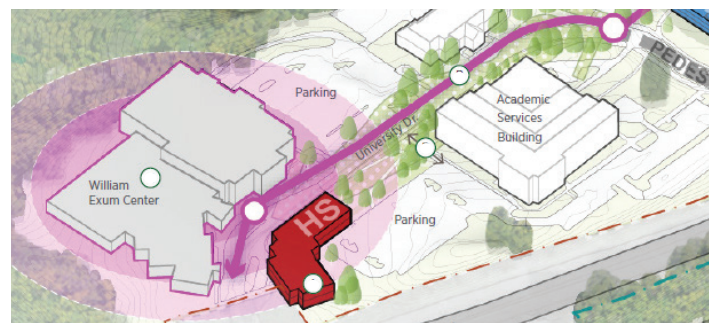
Strategic Impact

- Academic Growth
- Community Health
- Economic Benefits
- Workforce Development

The Health Sciences Center directly advances Kentucky's strategic goals in improving healthcare access, strengthening postsecondary education, and expanding the state's healthcare workforce. It fulfills KSU's land-grant mission by linking student learning with community service, health equity, and sustainable development.



Existing Site for Propose Nursing and Health Sciences Building



Proposed New Nursing and Health Sciences Building location

Then...



KSU Prepares to Celebrate 140 Years

Throughout the 2026-27, KSU will celebrate 140 years of excellence in education, service, and impact. This milestone provides an opportunity to reflect on our history, showcase our present achievements, and build momentum for the future. As we plan for this historic occasion, the goal is to honor our legacy, forge new collaborations, and excel in our development efforts. Students, alumni, and community members will play a major role in our success.

Strategies and Tactics include:

1. Define the 140th anniversary celebration and messaging that honors KSU's past, present, and future.

2. Host signature events, develop initiatives, or cultivate partnerships that elevate the impact and visibility of the celebration throughout the year.

3. Engage students, alumni, faculty, staff, board of regents, and the broader community in meaningful ways to foster pride, long-term support, and participation.

4. Develop legacy projects to ensure the 140th anniversary has a long-term benefit for the University.

5. Measure success and set reasonable goals prior to any announcements.



KYSU.EDU
ONWARD. UPWARD.

Now...



KENTUCKY STATE UNIVERSITY

Budget Presentation

FY 2025 E&G: Budget to Actual Through May

	2025			2024		
	Budget	Actual	%	Revised Budget	Actual	%
Revenue						
Gross Student Tuition and Fees ¹	\$ 18,210,800.00	\$ 17,198,051.00	94.44%	\$ 16,278,694.00		
Scholarships	\$ (4,000,000.00)	\$ (5,133,716.09)	128.34%	\$ (2,000,000.00)		
Uncollected ²	\$ (898,000.00)	\$ (3,163,025.62)	352.23%			
Net Student Tuition and fees	\$ 13,312,800.00	\$ 8,901,309.29	66.86%	\$ 14,278,694.00	\$ 15,445,755.00	108.17%
State Appropriations	\$ 20,165,900.00	\$ 21,060,900.00	104.44%	\$ 18,738,900.00	\$ 18,235,500.00	97.31%
Sales and Services	\$ 1,000,000.00	\$ 1,482,153.48	148.22%	\$ 640,800.00	\$ 1,229,701.30	191.90%
Transfers In						
Total Revenue	\$ 34,478,700.00	\$ 31,444,362.77	91.20%	\$ 33,658,394.00	\$ 34,910,956.30	103.72%
Expenses/Transfers						
Salaries and Wages ³	\$ 11,642,600.00	\$ 13,836,271.74	118.84%	\$ 14,298,977.30	\$ 11,601,869.12	81%
Benefits	\$ 6,416,200.00	\$ 5,342,213.55	83.26%	\$ 6,896,163.44	\$ 4,952,220.53	72%
Contracted Services	\$ 3,000,000.00	\$ 1,009,555.51	33.65%	\$ 4,059,877.27	\$ 55,114.75	1%
Operating	\$ 4,866,900.00	\$ 8,708,000.80	178.92%	\$ 3,500,348.02	\$ 7,484,051.05	214%
Utilities	\$ 5,200,000.00	\$ 2,140,554.04	41.16%	\$ 3,312,133.97	\$ 1,963,534.22	59%
Capital						
Transfers	\$ 3,353,000.00	\$ 1,689,245.72	50.38%		\$ 4,501,900.28	
Total Expenses and Transfers⁴	\$ 34,478,700.00	\$ 32,725,841.36	94.92%	\$ 32,067,500.00	\$ 30,558,689.95	95%

Footnotes

¹Gross student tuition and fees actual reflects amount billed in Banner.

²Uncollected amount at \$2,655,257.65 as of 06/17/2025. Please note Summer semester is included, increasing uncollected temporarily. Efforts continue to address outstanding balances and additional scholarships to be applied.

³Salaries and Wages includes Board of Regents approved one-time bonus to eligible employees.

⁴Actuals are presented on the modified cash basis of accounting. KSU maintains its accounting system on the accrual-basis of accounting as required by Generally Accepted Accounting Principles (GAAP). For the month/period ending 5/31/2025, the accounting system included accounts payable totaling \$1,461,189.04 which includes invoices not processed under a purchase order of \$315,825.91.

FY 2025 Auxiliaries: Budget to Actual Through May

	2025			2024		
	Budget	Actual	%	Revised Budget	Actual	%
Revenue¹						
Housing	\$ 6,140,400.00	\$ 7,277,386.32	119%	\$ 10,172,600.00		
Dining	\$ 3,288,900.00	\$ 3,529,992.25	107%		\$ 9,469,255.37	
Bookstore	\$ 1,689,900.00	\$ 1,460,908.00	86%			
Uncollected ²		\$ (480,843.01)				
Transfers In						
Total Revenue	\$ 11,119,200.00	\$ 11,787,443.56	106%	\$ 10,172,600.00	\$ 9,469,255.37	93%
Expenses						
Salaries and Wages	\$ 353,400.00	\$ 449,461.13	127%	\$ 680,450.00	\$ 68,587.97	10%
Benefits	\$ 134,300.00	\$ 164,438.13	122%	\$ -	\$ 37,439.90	
Contracted Services	\$ 4,789,000.00	\$ 5,069,630.75	106%	\$ 6,598,975.00	\$ 3,797,723.97	58%
Operating	\$ 524,800.00	\$ 1,311,830.46	250%	\$ 1,600,000.00	\$ 72,935.60	5%
Utilities	\$ 1,072,500.00	\$ 670,868.09	63%			
Capital						
Mandatory Transfers: Debt Service	\$ 4,060,500.00	\$ 3,760,449.00	93%		\$ 1,321,656.36	
Non-Mandatory Transfers						
Non-Mandatory Transfers To Reserves	\$ 184,700.00		0%			
Total Expenses and Transfers	\$ 11,119,200.00	\$ 11,426,677.56	103%	\$ 8,879,425.00	\$ 5,298,343.80	

Footnotes

¹Revenue actual reflects amount billed in Banner.

²Uncollected amount at \$471,823.69 as of 06/17/2025. Please note Summer semester is included, increasing uncollected temporarily. Efforts continue to address outstanding balances.

FY 2026: Proposed E&G Budget

Revenue

Gross Student Tuition and Fees	\$	16,948,700.08
Scholarship Allowances	\$	(3,500,000.00)
Reserve for Uncollectible	\$	(1,000,000.00)
Net Student Tuition and Fees	\$	12,448,700.08
State Appropriations	\$	21,060,900.00
Sales and Service	\$	1,200,000.00
Total Revenue	\$	34,709,600.08

Expenses

Salaries/Wages	\$	13,732,000.00
Benefits	\$	5,725,800.00
Contracted Services	\$	1,300,000.00
Operating	\$	7,882,916.36
Utilities	\$	2,381,263.00
Transfers		
Mandatory: Debt Service	\$	1,687,620.72
Non-Mandatory: Reserves	\$	2,000,000.00
Total Expense	\$	34,709,600.08

FY 2026: E&G Budget Areas

- Sales and Service: IDC, Interest, Athletic Guarantees, Fines, Select fees
- Contracted Services: Software service agreements, Rental expenses, Maintenance Contracts
- Operating: Supplies, Travel, Communication-related expenses, Other services
- Transfers-Debt Service: Bonds, Energy Savings Contract

FY 2026: Proposed Auxiliaries Budget

Revenue

Housing	\$	7,450,000.00
Dining	\$	3,530,000.00
Bookstore	\$	1,395,000.00
Other		
Total Revenue	\$	12,375,000.00

Expenses

Salaries/Wages	\$	665,000.00
Benefits	\$	299,250.00
Contracted Services	\$	4,850,000.00
Operating	\$	969,339.53
Utilities	\$	807,000.00
Transfers		
Mandatory: Debt Service	\$	3,759,410.47
Non-Mandatory: Reserves	\$	1,025,000.00
Total Expense	\$	12,375,000.00

FY 2026: Auxiliaries Budget Areas

- Contracted Services: Dining, Bookstore, Copy/Printing service
- Operating: Supplies, Communication-related expenses, Other services
- Transfers-Debt Service: Dorm payment

President's Office Report: January through May

4imprint Inc	\$977.82		
ADT Security	\$279.48		
AGASERVICECO MAR TT	\$13.05	International Town & Gown Associati	\$1,100.00
Amazon Capital Services	\$113.95	KROGER #397	\$101.82
April Fuel Charges	\$49.10	Kroger Limited Partnership	\$55.86
August paper charges update	\$15.60	KY Chamber of Commerce	\$2,005.00
Black Male Academy Inc.	\$965.00	March 2025 paper charges	\$58.09
Capital City Trophy	\$123.75	March 2025 postage charges	\$49.22
College Board	\$800.00	March 2025 print charges	\$26.05
COMMERCE LEXINGTON	\$1,646.97	Postage Charges Apr 2025	\$119.29
Commerce Lexington Inc	\$1,606.00	Postage charges Jan 2025	\$21.37
Completely KY	\$230.50	Print Charges Apr 2025	\$46.25
Copy Charges Apr 2025	\$284.07	Print charges jan 2025	\$74.00
DELTA 00622980020386	\$898.36	QGV JUNIOR ACHIEVEMEN	\$480.00
DELTA 00623096769956	\$551.96	Sodexo Operations, LLC Dining	\$3,827.88
DELTA 00623107773256	\$726.68	Staples	\$976.13
Diners Club	\$575.58	Terri's Catering LLC	\$10,795.00
Feb 2025 Copy charges	\$37.40	TICKETS FOR BCTC 85TH	\$125.00
Feb 2025 Postage charges	\$28.30	Travel Reimbursement - Akakpo, Koffi C.	\$819.76
Feb 2025 Print charges	\$92.55	United Parcel Service	\$22.44
Follett Higher Education Group Inc	\$108.48	Travel Reimbursement - Sanders, Sonia Patrick.	\$38.00
Francis Screen Printing	\$2,039.25	Travel Reimbursement - Smith, Cathi Marie.	\$71.06
Fuel Charges April 2025 - Presiden	\$49.10		
Fuel Charges May2025 - President O	\$137.49	Grand Total	\$33,162.66

Expenses Over \$100K: January through May

AssuredPartners NL LLC	\$ 109,300.70	Insurance broker
Legal Expense	\$ 247,500.00	Settlement
Follett Higher Education	\$ 389,610.00	Bookstore services
Follett Higher Education	\$ 172,718.00	Bookstore services
Frankfort Electric & Water Plant Bo	\$ 201,243.65	Utilities
M3 Technology Group, Inc. I0187027	\$ 107,999.51	Hathaway Hall updates
Magellan Learning Solutions	\$ 336,341.78	KYSU Online services
Magellan Learning Solutions	\$ 320,192.64	KYSU Online services
Magellan Learning Solutions	\$ 320,192.64	KYSU Online services
Magellan Learning Solutions	\$ 159,246.32	KYSU Online services
Protiviti Government Service, Inc.	\$ 174,402.32	Audit support services
Protiviti Government Service, Inc.	\$ 108,482.38	Audit support services
Sway Communications	\$ 216,431.25	KYSU Online services
Sway Communications	\$ 353,773.96	KYSU Online services
Sway Communications	\$ 218,922.33	KYSU Online services
Sway Communications	\$ 218,922.33	KYSU Online services
Sway Communications	\$ 218,922.33	KYSU Online services
	<u>\$ 3,874,202.14</u>	



KENTUCKY STATE UNIVERSITY

Learn more: kysu.edu



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

INFORMATION ITEM:

Update regarding Title III (Part B and Part F) and Title VII Funds (HBCU Masters)

FACTS:

1. On Thursday, June 12 all HBCUs were invited to meet with the Department of Education to discuss requirements for the new 5-year Part F Comprehensive Development Plan (CDP).
2. The submission of the Part F CDP will provide funding to Kentucky State University from October 1, 2025 – September 30, 2030.
3. There was no date given as to when the institutions will receive award letters for Part F
4. There was no date given as to when the institutions will receive award letters for Part B
5. There was no date given as to when the institution will receive award letters for HBCU Masters.

PRISON EDUCATION PROGRAM AT KENTUCKY STATE UNIVERSITY

Advancing Equity and Access Through Higher Education



KENTUCKY STATE
UNIVERSITY

OVERVIEW

- Meet Our Team
- What is PEP
- Why Prison Education Matters
- Why PEP Matters to KSU
- Prison Selection Process
- Launch Timeline and Growth
- PEP Instruction Modality
- Early Success and Student Engagement
- Looking Ahead



WHAT IS THE PEP?

The Prison Education Program (PEP) is a college-level academic or vocational program offered within correctional facilities, designed to provide incarcerated individuals with access to higher education.

Key Elements:

- Offered through accredited colleges and universities
- Can include associate, or bachelor's programs
- Courses delivered via in-person, correspondence, or digital formats (e.g., secure tablets)
- Often supported by Pell Grants, Second Chance initiatives, or private funding
- Aimed at reducing recidivism, supporting reentry, and increasing post-release employment

National Impact:

- Proven to lower recidivism rates by up to 43% (RAND Corporation)
- Increases employment opportunities post-release
- Builds critical thinking, communication, and self-efficacy



KENTUCKY STATE
UNIVERSITY



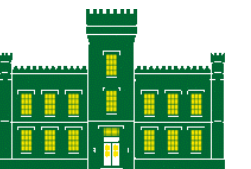
WHY PRISON EDUCATION MATTERS

- Higher education reduces recidivism and supports successful reentry.
- Incarcerated students gain purpose, confidence, and career readiness.
- Education fosters personal transformation and civic engagement

WHY IT MATTERS TO KSU

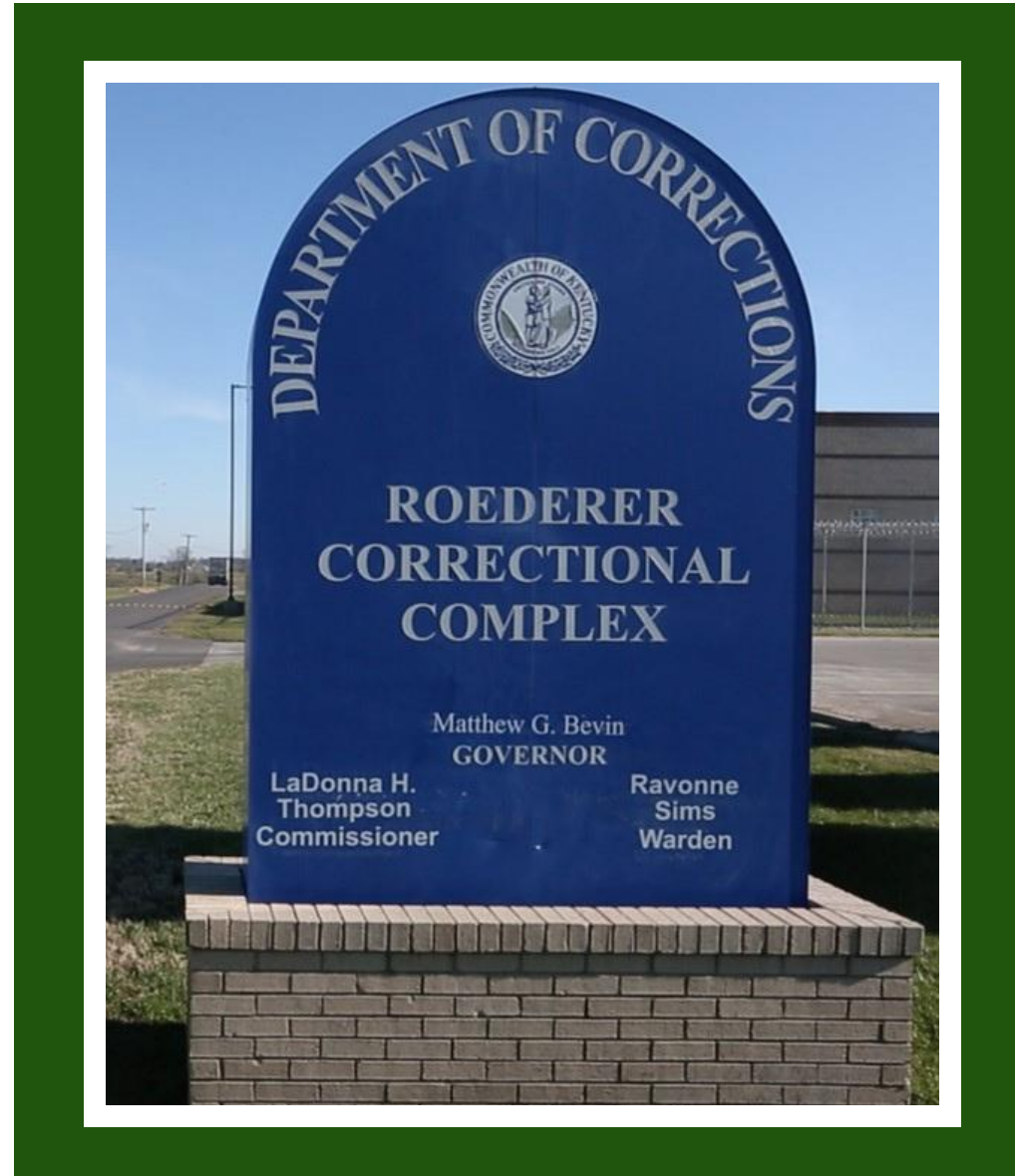
KSU's Commitment to Equity, Affordability, and Access

- PEP directly supports KSU's strategic pillars.
- Expands our reach to underserved populations.
- Enhances KSU's leadership in adult and non-traditional education.
- Builds long-term community and workforce impact.

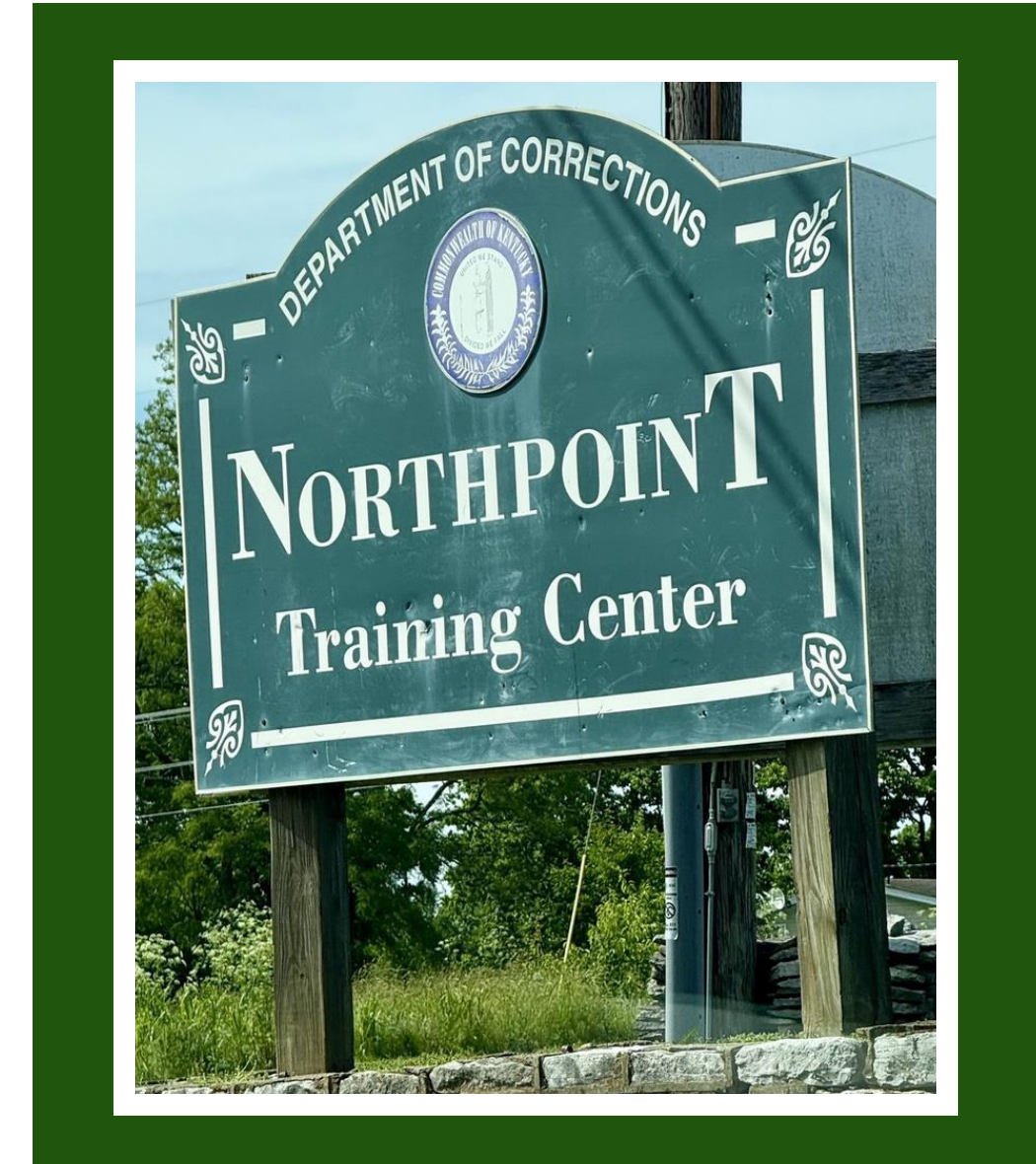


KENTUCKY STATE
UNIVERSITY

HOW THE PRISON SELCTIONS WERE MADE



Roederer is 48.1 miles away from KSU



Northpoint Training Center is about 42 miles away from KSU

A team of KSU administrators toured the two facilities and found that the proximity as well as the supportive staff would be a great fit for KSU.

LAUNCH TIMELINE AND GROWTH

March 2025:

Site visits and student engagement began.

Spring C-Term 2025:

Launched First-Year Experience course with 40 students across Northpoint and Roederer.

Summer 2025:

ENG 101 and ENG 102 now offered; students are performing exceptionally well.

Over 200 incarcerated individuals have engaged with KSU since March 2025.

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PEP INSTRUCTION MODALITY

- Courses delivered via secure tablets using Lantern LMS.
- Asynchronous 8-week carousel format.
- Designed to accommodate limited access to internet and technology.
- Academic support built in through faculty design and responsive grading.



EARLY SUCCESS AND STUDENT ENGAGEMENT

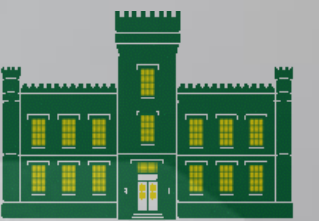
- Students are consistently submitting work and showing strong academic habits.
- Initial writing samples from ENG 101/102 show promise and commitment.
- KSU faculty report high levels of enthusiasm and morale among participating students.
- Out of roughly 32 students who piloted the program, and were enrolled in FYE 118. 29 students successfully completed the course. (2 of those students received an “*incomplete*” due to unforeseen medical reasons). We currently have 76 enrolled for summer, 117 projected for the Fall, and have 162 who have inquired about enrollment.



LOOKING AHEAD

Official Fall 2025 Launch ...

- Expanded course offerings
- Continued faculty development and instructional design support.
- Projected enrollment growth to 200+ incarcerated students in Year 1.
- Strengthening partnerships with DOC by expanding to other correctional facilities and Securus technologies



THANK YOU!!





KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM:

Approval of Held Tenure and Promotion Candidates

FACTS:

In the spring of 2022, the Tenure and Promotion process was suspended. That action was taken by the former Interim President following the Board of Regents' approval. Currently, there are three (3) faculty members employed at Kentucky State University who were impacted by this action. President Koffi C. Akakpo reactivated the Tenure and Promotion process in the fall of 2024. The first action taken in the process is to approve the candidates that were held in limbo due to the suspension.

BUDGETARY IMPLICATIONS:

If this item is approved, the three candidates will receive tenure status and/or promotion. The change in rank is accompanied by an increase in salary.

RECOMMENDATION:

President Koffi C. Akakpo and Vice President of Academic and Student Affairs Michael D. Dailey recommend the approval of a change in rank for the following candidates who successfully completed the tenure and promotion process.

1. Dr. Joytica Batra – tenure and promotion – change in rank to Associate Professor
2. Ms. Dantrea Hampton – tenure and promotion – change in rank to Associate Professor
3. Dr. Swataga Bannerjee – promotion – change in rank to Professor

MOTION:

Approve the promotion and/or tenure status of the held tenure and promotion candidates.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM:

Approval of Dual Credit Tuition Policy

FACTS:

The Dual Credit Tuition rate is set by the Council on Postsecondary Education (CPE) and the Kentucky Higher Education Assistance Authority (KHEAA). Per the Dual Credit Scholarship Program (KRS 164.786), colleges cannot charge participating dual credit students anything more than the dual credit tuition rate ceiling per credit hour, including fees outside of textbooks.

Kentucky Dual Credit Scholarship Program (KRS 164.786) provides access, for eligible students, to two scholarship funding sources: 1) Dual Credit Scholarship and 2) Work Ready Kentucky Scholarship. The Dual Credit Scholarship provides funding for high school juniors and seniors to take up to two courses per year in general education subjects. In addition, the Work Ready Kentucky Scholarship provides funding for high school freshmen, sophomores, juniors, and seniors to take up to two career & technical educational (CTE) courses per year. In total, each Kentucky high school student has access to four general education scholarships and eight CTE scholarships.

In April 2024, Kentucky State University's Board of Regents approved a dual credit tuition rate increase to \$93 per credit hour for the 2025 fiscal year. CPE and KHEAA review and approve the Dual Credit Tuition rate every year in June.

BUDGETARY IMPLICATIONS:

By charging the maximum rate set by CPE, dual credit tuition will offset both instructional and institutional support costs and will provide additional revenue streams from the Office of Dual Credit. Kentucky High School students have access to twelve scholarship opportunities, which have the potential to generate up to \$3420 over a student's high school matriculation. The \$3420 value was calculated by assuming each course is three credit hours multiplied by twelve scholarship opportunities, then multiplied by \$95 per credit hour.

RECOMMENDATION:

In compliance with CPE's dual credit tuition rate ceiling, President Koffi Akakpo recommends the Board of Regents approve the Dual Credit Tuition Policy which states that Kentucky State University Dual Credit Tuition will charge the maximum amount as allowed by CPE and KHEAA and this rate will be inclusive of textbooks.

MOTION:

Approve the Dual Credit Tuition Policy



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM:

Reinstatement and approval for held Faculty Emeritus Designation.

FACTS:

In the spring of 2022, the Tenure and Promotion process was suspended. The action taken by the Interim President was presented to the KSU Board of Regents and approved. This action also impacted how the university recognized or approved recommendations for “Emeritus Status”. Currently, only one retired faculty member was recommended to receive the emeritus designation at Kentucky State University. President Koffi C. Akakpo reactivated the Tenure and Promotion process in the fall of 2024. Thus, the recommendation for emeritus designation was also activated.

James H. Tidwell, PhD was recommended by the Kentucky State University Aquaculture faculty. The faculty unanimously recommended emeritus status for Dr. Tidwell as outlined in the faculty handbook. With 35 years of service at Kentucky State University building a nationally ranked and internationally recognized program, he has a wealth of knowledge about the aquaculture program, the aquaculture industry, and research supporting its development.

The Dean at that time agrees Dr. Tidwell’s recommendation satisfies the requirements outlined in the faculty handbook and deserves this honor and recognition.

BUDGETARY IMPLICATIONS:

The approval of the three candidates will receive tenure status and or promotion. The change in emeritus will have minimal impact on the university’s budget. The status does provide access to opportunities in research and when available a workspace. Emeritus faculty are also eligible to teach courses within their designated program.

RECOMMENDATION:

President Koffi Akakpo and Vice President of Academic and Student Affairs Michael D. Dailey recommend the approval of the designation of emeritus status as recommended by the School of Aquaculture faculty.

1. Dr. James H. Tidwell – Retired - Designation of Emeritus Faculty

MOTION:

Approve Dr. Tidwell’s designation as emeritus faculty.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM E. II

ACTION ITEM:

Resolution Endorsing Philanthropy Review Recommendations

FACTS:

Kentucky State University engaged the Benefactor Group, a nationally recognized philanthropic consulting firm, to conduct a Philanthropy Review of the University's advancement and fundraising efforts. The purpose of the review was to identify opportunities to strengthen philanthropic operations, enhance alumni and donor engagement, and align fundraising practices with institutional priorities and best industry practices.

As part of the review, the Benefactor Group held a series of meetings with internal and external stakeholders. These included Kentucky State University staff, the Kentucky State University Thoroughbreds Foundation, Inc. (KSUTF) Board of Trustees, and the President and some officers of the Kentucky State University National Alumni Association (KSUNAA). Despite outreach, the Kentucky State University Foundation, Inc. (KSUF) leadership did not respond or participate in the governance review process; however, some members of their Board of Trustees did participate in the feasibility study portion.

The final report submitted by the Benefactor Group includes a set of actionable recommendations aimed at building a more coordinated, transparent, and effective fundraising structure and policies that reflects the needs of the University and its supporters.

BUDGETARY IMPLICATIONS:

Any additional resources allocated for the Office of Institutional Advancement and External Relations will be shared with the Board of Regents and will be included in the annual budget.

RECOMMENDATION:

President Koffi C. Akakpo recommends the Board of Regents approve this resolution endorsing the philanthropy review recommendations.

MOTION:

Approve the resolution authorizing Dr. Akakpo and his administration to enact as many of the recommendations presented by the Benefactor Group that are financially prudent this fiscal year and in the upcoming fiscal years.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM E. III

ACTION ITEM:

Resolution Authorizing Dr. Koffi C. Akakpo to Negotiate and Sign MOU with the KSUNAA

FACTS:

The Kentucky State University National Alumni Association (KSUNAA) plays a vital role in fostering alumni engagement, promoting the legacy and achievements of Kentucky State University (KSU), and supporting the University's mission through outreach, advocacy, and fundraising efforts.

To strengthen the working relationship between the University and KSUNAA, and to ensure greater alignment and clarity of roles, responsibilities, and expectations, both parties have expressed a desire to formalize their collaboration through a Memorandum of Understanding (MOU).

The MOU will outline areas of mutual support and cooperation, including but not limited to:

- Coordinated alumni engagement strategies
- Event planning and promotion
- Communication protocols
- Fundraising coordination and transparency
- Data sharing, as appropriate and compliant with applicable laws and policies

This agreement is expected to foster greater trust, collaboration, and shared purpose between the University and its alumni community.

The MOU with the KSUNAA must be approved by the entire KSUNAA membership at their upcoming Homecoming General Assembly Meeting in October 2025.

Once the MOU is entered into, it will be shared at the next scheduled Board of Regents Meeting.

BUDGETARY IMPLICATIONS:

Any additional resources allocated for the Office of Institutional Advancement and External Relations for the relationship with the KSUNAA will be shared with the Board of Regents and will be included in the annual budget.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

RECOMMENDATION:

President Koffi C. Akakpo recommends the Board of Regents approve this resolution authorizing him to negotiate and sign a MOU with the KSUNAA.

MOTION:

Approve the resolution authorizing Dr. Akakpo and his administration to negotiate and sign an MOU with the KSUNAA.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM E. IV

ACTION ITEM:

Kentucky State University Thoroughbreds Foundation, Inc. Amended MOU

FACTS:

The Kentucky State University Thoroughbreds Foundation, Inc. (KSUTF) was established as an independent 501(c)(3) nonprofit organization to support the philanthropic mission of Kentucky State University. The Foundation's purpose is to raise, manage, and steward private resources in support of students, academic programs, and University priorities.

A Memorandum of Understanding (MOU) between Kentucky State University and KSUTF governs the working relationship between the University and the Foundation.

The MOU has been updated to reflect changes that strengthen the structure and oversight of the Foundation and enhance alignment with University governance.

The key updates to the MOU include:

- Changing the name of the Foundation's governing body from "Board of Directors" to "Board of Trustees";
- Increasing the number of authorized Trustees from fifteen (15) to up to twenty-five (25), with all appointments made by the KSU Board of Regents;
- Designating both the President of Kentucky State University and the President of the Kentucky State University National Alumni Association (KSUNAA) as Ex-Officio Members of the KSUTF Board of Trustees;
- Renaming the Board of Regents committee referenced in the MOU from the "Advancement and Investment Committee" to the "Finance and Advancement Committee" to reflect updated Board committee structures.

These revisions are intended to formalize evolving practices, enhance collaboration with alumni leadership, expand philanthropic capacity, and ensure consistent oversight and reporting.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

BUDGETARY IMPLICATIONS:

Any additional resources allocated for the Office of Institutional Advancement and External Relations for the relationship with the KSUTF will be shared with the Board of Regents and will be included in the annual budget.

RECOMMENDATION:

Dr. Akakpo and CEO DeCourcy recommends the Board of Regents approve the MOU Amendment with the KSU Thorobreds Foundation, Inc.

MOTION:

Approve the amended MOU with the Kentucky State University Thorobreds Foundation, Inc.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (“MOU”) is entered into as of this 27th day of June, 2025, by and between **Kentucky State University** (hereinafter referred to as “**KSU**” or “**the University**”) and the **Kentucky State University Thoroughbreds Foundation, Inc.** (hereinafter referred to as “**the Foundation**”).

KSU and the Foundation shall work collaboratively to enhance the mission and priorities of the University. The Foundation, a Kentucky nonprofit corporation, operates independently from KSU, serving to advance the University’s interests through fundraising efforts and asset stewardship. It is recognized as a tax-exempt charity under Section 501(c)(3) of the Internal Revenue Code. The Foundation’s primary objective is to provide sustainable financial support to KSU, supplementing state assistance to enable the University and its students to achieve excellence.

The Foundation is governed by a **Board of Trustees** consisting of **up to twenty-five (25) members**, who shall be appointed by the KSU Board of Regents to serve three-year terms. The Board of Regents may elect to modify the number of Trustees at any time through formal action. Trustees shall serve without compensation, dedicating their time and expertise to secure a prosperous future for KSU.

The **President of Kentucky State University** and the **President of the Kentucky State University National Alumni Association (KSUNAA)** shall both serve as **Ex-Officio Members** of the Foundation’s Board of Trustees. Ex-Officio Members may attend all Board Meetings but may not vote outside of any Committee they are appointed to.

The Foundation holds its own Articles of Incorporation approved by its Board of Trustees and may establish its own bylaws, policies, and procedures so long as they are not in conflict with this MOU or KSU’s policies and procedures. In the event of the Foundation’s dissolution, all assets shall, at the sole discretion of the Board of Regents, transfer to KSU or to the University’s successor foundation.

The University’s President serves as the primary fundraiser for KSU, with the Foundation supplementing these efforts as directed by the University.

The University’s Vice President of Institutional Advancement and External Relations serves as the Chief Executive Officer of the Foundation, overseeing its operations and strategic initiatives.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

The Foundation shall maintain its own directors and officers (D&O) insurance for protection against liabilities arising from its activities. The Foundation is obligated to adhere to all current and future policies and procedures of KSU that are not in conflict with written donor agreements at the time of enactment.

The Foundation shall not charge more than a **50 basis points (0.50%) investment fee** and a **50 basis points (0.50%) administrative fee**. The Foundation shall provide quarterly reports to the **Finance and Advancement Committee** of the Board of Regents and shall present annually to the Board of Regents.

IN WITNESS WHEREOF, KSU and the Foundation have caused this MOU to be executed by their duly authorized officers as of the date first written above.



BOARD OF REGENTS

ORDER

By order of the Board of Regents of Kentucky State University, Dr. Koffi C. Akakpo, President of Kentucky State University, is hereby authorized to formulate a new Kentucky State University Foundation 501(c)(3) partner for the purpose of solely supporting the mission and students of Kentucky State University while the KSU Foundation, Inc. continues its lawsuit against Frankfort News Media, LLC. Upon conclusion of the lawsuit, or when the Board of Trustees for the KSU Foundation, Inc. agrees to the terms of the new MOU, the new Foundation partner can be disbanded through action by the Board of Regents.

Whereas:

- The KSU Foundation, Inc. was founded by the KSU Board of Regents in 1968 to raise funds for the sole benefit of the students and mission of Kentucky State University.
- The KSU Foundation, Inc. Board of Trustees was appointed by the KSU Board of Regents until 1989.
- Since 1989, new Trustees of the KSU Foundation, Inc. have been appointed by the Trustees who were last appointed by the KSU Board of Regents.
- The KSU Foundation, Inc. and its entire Board of Trustees have been invited to present to the KSU Board of Regents' Investment & Advancement Committee for the purpose of sharing operational information.
- The KSU Foundation, Inc. has not shared requested financial information with Kentucky State University or the Board of Regents since June 2023.
- The KSU Foundation, Inc. has not provided the confirmation of donor restrictions on endowed, restricted, and scholarship accounts held on behalf of Kentucky State University.
- The KSU Foundation, Inc. has spent funds that should benefit the students of Kentucky State University fighting an open records lawsuit against the wishes of Kentucky State University.

Pending the signing of a new MOU with the KSU Foundation, Inc., all disbursements from any accounts established or maintained by Kentucky State University, or any accounts into which deposits have been made by Kentucky State University or any of its agents (current or past), are to be halted. This includes funds transmitted from Kentucky State University to the KSU Foundation, Inc. originating from funders or donors. No deposits or expenditures shall be made to or from these accounts without prior written approval from Dr. Koffi C. Akakpo.

The following are exceptions to this directive:

1. Accounts at the KSU Foundation, Inc. that are not for the benefit of KSU and that were established by individual donors with signed agreements directly and solely with the KSU Foundation, Inc., prior to April 19, 2024.
2. Accounts at the KSU Foundation, Inc. that were established and are directed by Greek Life Organizations with signed agreements prior to April 19, 2024.
3. Accounts at the KSU Foundation, Inc. that were established and are directed by Membership Organizations with signed agreements prior to April 19, 2024. Examples include the KSUNAA and the K-Club.

All other accounts are prohibited from making any expenditures, disbursements, or deposits without Dr. Koffi C. Akakpo's prior written approval.

So ORDERED on this 19th day of April, 2024.

A handwritten signature in black ink, appearing to read "Tammi Dukes", written over a horizontal line.

Chair, Board of Regents
Kentucky State University

CERTIFIED TRUE COPY OF THE BOARD ORDER PASSED AT THE MEETING OF THE BOARD OF REGENTS OF KENTUCKY STATE UNIVERSITY, WHICH WAS HELD AT 400 EAST MAIN STREET, FRANKFORT, KY 40601 ON APRIL 19, 2024.

MEMORANDUM OF UNDERSTANDING

BETWEEN

KENTUCKY STATE UNIVERSITY

AND

KENTUCKY STATE UNIVERSITY THOROBBREDS FOUNDATION, INC.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of this 12 day of July, 2024, by and between Kentucky State University (hereinafter referred to as "KSU" or "the University") and Kentucky State University Thoroughbreds Foundation, Inc. (hereinafter referred to as "the Foundation").

KSU and the Foundation shall work collaboratively to enhance the mission and priorities of the University.

The Foundation, a Kentucky nonprofit corporation, operates independently from KSU, serving to advance the University's interests through fundraising efforts and asset stewardship. It is recognized as a tax-exempt charity under Section 501(3)(c) of the Internal Revenue Code. The Foundation's primary objective is to provide sustainable financial support to KSU, supplementing state assistance to enable the University and its students to achieve excellence.

The Foundation is governed by a Board of Directors consisting of fifteen (15) members, who shall be appointed by the KSU Board of Regents to serve three-year terms. The Board of Regents may elect to modify the number of Directors at any time through formal action. Directors shall serve without compensation, dedicating their time and expertise to secure a prosperous future for KSU. The Foundation holds its own Articles of Incorporation approved by its Board of Directors and may establish its own bylaws, policies, and procedures so long as they are not in conflict with this MOU or KSU's policies and procedures.

In the event of the Foundation's dissolution, all assets shall, at the sole discretion of the Board of Regents, transfer to KSU or to the University's successor foundation.

The University's President serves as the primary fundraiser for KSU, with the Foundation supplementing these efforts as directed by the University.

The University's Vice President of Institutional Advancement and External Relations serves as the Chief Executive Officer of the Foundation, overseeing its operations and strategic initiatives.

The Foundation shall maintain its own directors and officers (D&O) insurance for protection against liabilities arising from its activities.

The Foundation is obligated to adhere to all current and future policies and procedures of KSU. The Foundation shall not charge more than a 50 basis points (.50%) investment fee and a 50 basis points (.50%) administrative fee.

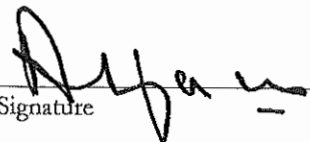
The Foundation shall provide quarterly reports to the Investment & Advancement Committee of the Board of Regents and shall present annually to the Board of Regents.

IN WITNESS WHEREOF, KSU and the Foundation have caused this MOU to be executed by their duly authorized officers as of the date first written above.

SIGNATURE PAGE FOLLOWS

By signing below, the parties agree to the terms outlined above, which shall remain in effect indefinitely until replaced.

KENTUCKY STATE UNIVERSITY

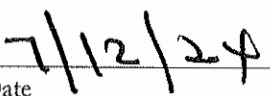

Signature

Koffi C. Akakpo, Ph.D.

Print Name

President

Title


Date

KENTUCKY STATE UNIVERSITY THOROBBREDS FOUNDATION, INC.


Signature

Michael R. DeCourcy

Print Name

Chief Executive Officer

Title


Date



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM E. V.

ACTION ITEM:

Resolution Endorsing KSU Thoroughbred Foundation, Inc. Bylaws and Policies

FACTS:

The Kentucky State University Thoroughbred Foundation, Inc. (KSUTF) was established to serve as a philanthropic partner of Kentucky State University, with a mission to secure, steward, and distribute private support for the benefit of students, programs, and strategic priorities of the University.

In pursuit of operational excellence and fiduciary integrity, the KSUTF Board of Trustees has adopted a set of foundational governance documents and policies to guide its operations and ensure transparency, accountability, and alignment with best practices in nonprofit and higher education advancement.

The policies and documents adopted were recommended by the Benefactor Group as part of their Governance Review and are now presented for endorsement by the Board of Regents include:

- KSUTF Bylaws – Establishing the Foundation’s structure, board responsibilities, and operational framework.
- Conflict of Interest Policy – Requiring disclosure and management of potential conflicts to ensure decisions are made in the best interest of the Foundation and the University.
- Code of Conduct – Outlining expected standards of ethical behavior and professionalism for board members and affiliated personnel.
- Gift Acceptance Policy – Providing clear criteria and procedures for evaluating and accepting charitable gifts.
- Endowment Spending and Investment Policy – Defining investment objectives, spending guidelines, and stewardship standards for endowed funds.
- Whistleblower Policy – Protecting individuals who report concerns about unethical or unlawful conduct within the Foundation.

BUDGETARY IMPLICATIONS:

Any additional resources allocated for the Office of Institutional Advancement and External Relations for the relationship with the KSUTF will be shared with the Board of Regents and will be included in the annual budget.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

RECOMMENDATION:

President Koffi C. Akakpo recommends the Board of Regents approve this resolution endorsing the KSU Thorobreds Foundation, Inc. Bylaws and Policies

MOTION:

Approve this resolution endorsing the KSU Thorobreds Foundation, Inc. Bylaws and Policies.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM E. VI

ACTION ITEM:

Board of Trustees of the Kentucky State University Thorobreds Foundation, Inc.

FACTS:

The Kentucky State University Thorobreds Foundation, Inc. (KSUTF) was established as an independent 501(c)(3) nonprofit organization to support the philanthropic mission of Kentucky State University. The Foundation's purpose is to raise, manage, and steward private resources in support of students, academic programs, and University priorities.

As part of its formation, the KSUTF Board of Trustees are needed to guide its operations, ensure fiduciary oversight, and align the Foundation's goals with those of the University. The Trustees were selected based on their demonstrated commitment to Kentucky State University, expertise in philanthropy, finance, nonprofit governance, and their ability to contribute meaningfully to the success of the Foundation and the institution it serves.

The Board of Trustees is responsible for the strategic and financial leadership of the Foundation, including oversight of fundraising efforts, investment of endowed funds, and ensuring adherence to adopted governance policies and bylaws.

BUDGETARY IMPLICATIONS:

Any additional resources allocated for the Office of Institutional Advancement and External Relations for the relationship with the KSUTF will be shared with the Board of Regents and will be included in the annual budget.

RECOMMENDATION:

The Chair of the Finance and Advancement Committee recommends the Board of Regents approve this resolution appointing the KSU Thorobreds Foundation, Inc. Board of Trustees for the 1 to 3-year terms outlined.

MOTION:

Approve the appointment of the Board of Trustees of the Kentucky State University Thorobreds Foundation, Inc.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

INFORMATION ITEM:

This report contains filled positions funded by E & G and/or Grant sources since January 7, 2025.

FACTS:

A total of twenty-eight (12) positions funded by E&G have been filled, along with three (5) positions funded by Title III, eighteen (25) funded by grants, and twenty (3) funded by a combination of E&G, Title III, and grant funds.

BUDGETARY IMPLICATION

Kentucky State University Budget Office has approved all filled positions and salary ranges.

Filled Positions From January 7, 2025 - Current			
Date of Hire	Position Title	Department	Funding Source
01/27/2025	Controller	Finance and Administration	E&G
01/27/2025	Administrative Assistant Social Work	School of Social Work	E&G
01/27/2025	Dispatcher	Police Department	E&G
02/18/2025	PT University Health Services RN	University Health Services	E&G
02/24/2025	Maintenance Technician	Facilities	E&G
03/24/2025	Assistant Registrar	Registrar	E&G
03/24/2025	Vice Provost of Academic Affairs	Academic Affairs	E&G
03/24/2025	Police Officer	Police Department	E&G
04/18/2025	Interim Project Director	Facilities	E&G
05/05/2025	Maintenance Technician	Facilities	E&G
05/19/2025	University Health Services RN	University Health Services	E&G
06/02/2025	Admissions Specialist	Office of Admissions	E&G

Date of Hire	Position Title	Department	Funding Source
01/13/2025	Accessibility Coordinator	Academic Affairs	Title III
01/13/2025	Online Registrar Specialist	KYSU Online	Title III
01/13/2025	Assistant Director KYSU Online Bursar and Student Accounts	KYSU Online	Title III
02/10/2025	University Transfer Advisor	Student Success	Title III
03/03/2025	Professional Advisor I	Student Success	Title III

Date of Hire	Position Title	Department	Funding Source
01/13/2025	Grants and Sponsored Programs Coordinator	Grants and Sponsored Programs	Grants
01/13/2025	Research Associate	School of Agriculture, Communities, and the Environment	Grants
01/13/2025	Assistant Professor Forestry	School of Agriculture, Communities, and the Environment	Grants
01/13/2025	Local Food Systems Justice Coord	Extension	Grants
01/13/2025	Program of Distinction Administrative Assistant	School of Aquaculture and Aquatic Sciences	Grants
02/10/2025	Interim Sr. Grant Research and Development Specialist	Grants and Sponsored Programs	Grants
02/10/2025	Research and Extension Associate	School of Aquaculture and Aquatic Sciences	Grants
02/10/2025	Research Associate	School of Agriculture, Communities, and the Environment	Grants
03/24/2025	Sr. Extension Associate Horticultural Production	Extension	Grants
03/24/2025	Interim Extension Educator 4-H	Extension	Grants
03/24/2025	Postdoctoral Research Scientist	School of Agriculture, Communities, and the Environment	Grants
04/07/2025	Executive Administrative Assistant	School of Agriculture, Communities, and the Environment	Grants
04/21/2025	Administrative Assistant	Extension	Grants
04/21/2025	Budget Manager	KYSU Online	Grants
04/21/2025	Farm Technician	School of Agriculture, Communities, and the Environment	Grants
05/05/2025	Research Associate	School of Agriculture, Communities, and the Environment	Grants
05/05/2025	State Specialist for Disaster Education	Extension	Grants
05/19/2025	Senior Research Scientist in Apiculture	School of Agriculture, Communities, and the Environment	Grants
05/19/2025	Administrative Assistant - Urban Agriculture	School of Agriculture, Communities, and the Environment	Grants
05/19/2025	Administrative Assistant - Chair College of Agriculture	School of Agriculture, Communities, and the Environment	Grants
05/19/2025	Counselor	Student Support Services	Grants
06/02/2025	LMS Coordinator	KYSU Online	Grants
06/02/2025	Farm Technician	School of Agriculture, Communities, and the Environment	Grants
06/02/2025	Writing Center Professional	Academic Affairs	
06/02/2025	Urban Horticulture Extension Agent	Extension	Grants

Date of Hire	Position Title	Department	Funding Source
05/19/2025	Assistant Professor Livestock Nutrition	School of Agriculture, Communities, and the Environment	E&G/Grants
05/19/2025	Interim Associate Dean Strategic Communications	School of Agriculture, Communities, and the Environment	E&G/Grants
06/02/2025	Administrative Assistant	Marketing & Public Relations	E&G/Grants



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

INFORMATION ITEM:

This report contains Kentucky State University the FY 2026 staff holiday schedule.

FACTS:

The staff holiday schedule consists of 23 holidays. Morehead State University consist of 21 holidays including 3 floating holidays. Murray State University consist of 24 holidays. University of Louisville consist of 24 holidays.



Staff Holiday Schedule
Fiscal Year 2026
July 1, 2025 – June 30, 2026
Proposed

Holiday	Date(s) Observed	Day(s) Observed
Independence Day	July 4, 2025	Friday
Labor Day	September 1, 2025	Monday
Thanksgiving	November 26 - 28, 2025	Wednesday - Friday
Winter Break	December 19, 2025- January 2, 2026	Friday- Friday
Martin Luther King Jr. Day	January 19, 2026	Monday
President's Day	February 16, 2026	Monday
Spring Break	March 9-13, 2026	Monday-Friday
Memorial Day	May 25, 2026	Monday
Juneteenth	June 19, 2026	Friday



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM:

Approval of Pending Personnel Actions.

FACTS:

New and existing E&G and grant funded personnel actions as of January 7, 2025 need to be approved.

BUDGETARY IMPLICATIONS:

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

RECOMMENDATION:

President Dr. Koffi C. Akakpo recommends the approval of the pending personnel actions.

MOTION:

Approve Pending Personnel Actions.

E & G Funded-Positions Vacancy Authorization			
Position Title (E&G Funded)	Department	Annual Salary *	New/Existing
Assistant Professor Sports Management	School of Education	\$60,000-\$70,000	New
Assistant Professor Artificial Intelligence	College of Business, Engineering and Technology	\$70,000-\$80,000	New
Director of Military and Veteran Student Services	Academic Affairs	\$70,000-\$80,000	New

E&G and TitleIII/Grant Funded-Positions Vacancy Authorization			
Position Title (Grant Funded)	Department	Annual Salary *	New/Existing
Associate Dean of Operations	College of Agriculture, Health and Natural Resources	\$90,000-\$120,000	New
Associate Dean of Strategic Communications	College of Agriculture, Health and Natural Resources	\$90,000-\$120,000	New
Assistant Professor Agroecology	College of Agriculture, Health and Natural Resources	\$70,000-\$80,000	Existing
Assistant Controller	Finance and Administration	\$52,000-\$75,000	New

Grant Funded-Positions Vacancy Authorization			
Position Title (Grant Funded)	Department	Annual Salary *	New/Existing
Sr. Research and Extension Assistant Technology	College of Agriculture, Health, and Natural Resources	\$45,000-\$49,500	New
Asst/Assoc Professor Pond Management & Aquaculture Extension	College of Agriculture, Health, and Natural Resources	\$75,000-\$85,000	New
Writing Center Professional	Academic Affairs	\$45,000-\$48,750	New
Extension Evaluation and Data Specialist	College of Agriculture, Health, and Natural Resources	\$60,000-\$75,000	New
International Student Success Specialist (Title III)	Global Strategies and International Affairs	\$40,000-\$50,000	New
Sponsored Research Associate	Grants and Sponsored Programs	\$50,000-\$60,000	New
Scholarly Engagement Center Coordinator	Scholarly Engagement Center Library	\$65,000-\$75,000	New
Aquatic Science Manager	College of Agriculture, Health, and Natural Resources	\$65,000-\$75,000	New

ADDENDUM TO HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

THIS ADDENDUM TO THE HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT ("Addendum") is entered into by and between Kentucky State University ("KSU") and Felton Huggins ("Coach"), collectively "the Parties."

RECITALS

WHEREAS, the Parties entered into a Head Football Coach Employment Agreement with a term beginning February 13, 2023 ("Original Agreement"); and

WHEREAS, the Parties now mutually desire to amend certain terms and provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to amend the Original Agreement as follows:

I. AMENDMENT TO SECTION III. OFFER OF EMPLOYMENT

Section III, subsection B of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement shall be deemed effective upon approval by the Board of Regents. The term of this Agreement shall begin on July 1, 2025, and shall end on June 30, 2029."

II. AMENDMENT TO SECTION VII. COMPENSATION

Section VII, subsection A of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"As consideration for satisfactory performance of the services and conditions described herein, the annual salary for the position of HEAD FOOTBALL COACH is hereby set as follows:

- Coach shall receive an annual salary of \$100,000 for the period beginning July 1, 2025, and ending June 30, 2026.
- Coach shall receive an annual salary of \$100,000 for the period beginning July 1, 2026, and ending June 30, 2027.
- Coach shall receive an annual salary of \$100,000 for the period beginning July 1, 2027, and ending June 30, 2028.
- Coach shall receive an annual salary of \$100,000 for the period beginning July 1, 2028, and ending June 30, 2029.

This salary is based on a full-time, twelve-month period commencing on July 1, 2025. Coach's salary shall be paid by direct deposit on a monthly basis and on the normal pay dates for other KSU personnel."

III. AMENDMENT TO SECTION XI. INCLUSION OF PERSONNEL

Section XI of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Coach may, at his discretion, employ the following personnel:

1. Assistant Coaches (up to 4), pursuant to available funding and the approved budget; and
2. Head Football Team Equipment Manager, pursuant to available funding and the approved budget."

IV. AMENDMENT TO SECTION XII. TERMINATION

Section XII, subsection B of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Termination without cause. KSU may terminate Coach's employment hereunder at any time without cause by paying Coach the remainder of the annual salary and employment benefits owed to him for the year in which KSU elects to terminate the Agreement. However, Coach shall be entitled to a minimum of three (3) months' pay. Such compensation must be paid in full within three (3) months of the termination date.

Examples:

Scenario A: Termination with 8 months left in the contract year. Coach would be paid for the remaining 8 months.

Scenario B: Termination with 1 month left in the contract year. Coach would be paid for 3 months, as the 3-month minimum is greater than the 1 month remaining in the contract year."

V. AMENDMENT TO SECTION XIII. RESIGNATION

Section XIII of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Upon resignation of employment, Coach shall vacate his KSU-provided office within no more than five (5) 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 resignation, Coach shall cooperate with KSU, as reasonably requested by KSU, to effect a transition of Coach's responsibilities and to ensure that KSU is aware of all matters being handled by Coach."

VI. AMENDMENT TO SECTION XX. NOTICE

Section XX of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“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 Coach, any notice to the Board of Regents shall be addressed to KSU’s President.”

VII. RATIFICATION OF AGREEMENT

Except as specifically modified in this Addendum, all other terms, conditions, and provisions of the Original Agreement dated February 13, 2023, shall remain in full force and effect.

VIII. ENTIRE AGREEMENT

The Original Agreement, as amended by this Addendum, constitutes the sole and only agreement of the parties and supersedes any prior understandings or oral or written agreements between the parties with respect to the subject matters contained herein.

IN WITNESS WHEREOF, the parties to this Addendum have hereunder affixed their signatures.

KENTUCKY STATE UNIVERSITY (KSU):

Dr. Koffi C. Akakpo, President

Date

COACH:

Felton Huggins

Date

HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is between Kentucky State University (“KSU”) and Felton Huggins (“Coach”) (collectively, “the Parties”).

For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

I. PURPOSE

The Parties want to enter into this Agreement because KSU wishes to employ Coach as the Head Football Coach for the period described herein, and Coach wishes to serve the entire term of this Agreement for the consideration described herein. The Parties recognize and agree that although this Agreement is athletics-related, the primary purpose of KSU and, accordingly, all its legal arrangements, including this Agreement, is the furtherance of its educational mission.

II. DEFINITIONS

The terms included within this section shall have the following meanings, which shall remain the same throughout the entirety of this Agreement.

“NCAA” shall mean the National Collegiate Athletic Association.

“SIAC” shall mean the Southern Intercollegiate Athletic Conference, of which KSU is a member.

“Governing Athletic Rules” shall mean any and all present or future legislation, regulations, rules, directives, bylaws, written policies, and constitutions, and official or authoritative interpretations thereof, as well as any and all amendments, supplements, or modifications thereto that are hereafter promulgated by the NCAA or SIAC, or by the Athletic Director for KSU (“the Athletic Director”) in the conduct or administration of intercollegiate athletics.

“University Policies” shall mean *The Gold Book*, the bylaws of KSU’s Board of Regents (“the Board of Regents”), and/or the rules and policies of KSU.

“Football Program” shall mean the KSU Football Program, including its staff and student-athletes.

III. OFFER OF EMPLOYMENT

A. Employment under this Agreement is contingent upon acceptance and execution by the Parties, which must be in writing.

B. The term of this Agreement shall begin on the date of full approval by the Board of Regents and shall terminate on January 31, 2026, unless renewed.

C. This Agreement is the sole instrument governing the terms and conditions of Coach’s employment.

D. To extend or renew the term of this Agreement, the Parties must sign a written agreement, and Coach agrees that any oral agreements to extend or renew this Agreement are invalid and non-binding.

E. This Agreement in no way grants to Coach a claim to tenure in employment or any years of employment attributable to tenure with KSU.

F. Coach acknowledges that for administrative purposes only, KSU may issue him an Electronic Personnel Action Form (EPAF) from time to time, and Coach acknowledges and agrees that any EPAF issued relating to his employment shall not constitute a contract and shall not in any way supersede, modify, or amend the terms and conditions of this Agreement.

G. Coach agrees that employment under this Agreement is contingent upon completion of, to the satisfaction of KSU, a check of Coach's criminal records, educational history, and employment history, as well as any other background checks deemed necessary by KSU.

H. Coach agrees that employment under this Agreement is contingent upon the Board of Regents' approval pursuant to Article II, Section 2(p) of the *Gold Book*.

IV. HEAD FOOTBALL COACH'S SERVICES AND RESPONSIBILITIES

A. Coach shall serve as KSU's HEAD FOOTBALL COACH and shall report to the Athletic Director. Within the limitations established by University Policies, Coach shall have each and all of the duties and responsibilities of Head Football Coach and such other or different duties on behalf of KSU that may be assigned by the Athletic Director from time to time. During the term hereof, Coach shall observe and conform to University Policies. Coach has a duty to cooperate with the NCAA, SIAC, and KSU and to furnish them with truthful and complete information concerning involvement in, or knowledge of, any rules violation. Education on applicable rules of the position, satisfactory knowledge of rules and activities of the Football Team, and documentation of compliance activities are mandatory requirements of the Head Football Coach position. The Athletic Director will evaluate Coach based upon his performance in these areas.

B. Coach shall devote his entire business time, attention, and energy exclusively to the business and affairs of KSU as they currently exist and as they may hereafter be changed. Coach shall not participate in any other football coaching activities without express authorization provided by KSU's President. However, Coach may serve as a member of the board of directors of other organizations that do not compete with KSU and may also participate in other professional, civic, and governmental organizations and activities that do not materially affect his ability to carry out his duties hereunder.

C. Coach 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. Coach further agrees that he shall, at all times, operate in good faith when performing his obligations under this Agreement. However, Coach makes no other warranties or guarantees regarding his services or the results thereof.

D. Coach shall have the authority to recommend athletics personnel for employment in accordance with the budgetary allowances of the Athletics Department and subject to KSU approval. Coach and the Athletics Department staff shall be subject to all University Policies.

V. HEAD FOOTBALL COACH'S DUTIES

The duties of the Head Football Coach shall include, but are not 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 diligently attempt to ensure that his student-athletes make progress in their defined degree programs;

C. Use his best efforts to ensure that all academic standards, requirements, and policies of KSU are observed, including those relating to the recruitment and eligibility of perspective and current student-athletes who are academically qualified;

D. Conduct himself and the Football Program in accordance with the traditionally high standards of the coaching profession and with the constitution and bylaws of the SIAC and the NCAA, all state and federal laws, and all University Policies and University procedures;

E. Use his best efforts to ensure that his student-athletes conduct themselves in a sportsmanlike manner and in a manner that will result in a positive image for KSU on and off the playing field;

F. Conduct himself in a sportsmanlike manner and in a manner that will serve as a positive influence on his student-athletes;

G. Maintain responsibility for the fiscal and budgetary functions of the Football Program and refrain from incurring debt on behalf of KSU;

H. Conduct travel within the allotted budget as deemed necessary to carry out the duties and responsibilities of the position of Head Football Coach, and in accordance with established University Policies and University procedures;

I. Maintain responsibility for the supervision of assistant staff and their activities, including, *inter alia*, supervision and evaluation of their compliance with applicable legislation and regulations and the constitutions and bylaws of the SIAC and the NCAA;

J. Conduct recruiting activities, practices, game preparations, and coaching duties in a manner that develops and maintains a football program of high quality that 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, as directed by the Athletic Director or designee, fundraising and developmental activities in support of KSU;

M. Participate in, as directed by the Athletic Director or designee, television, radio, and other media broadcasts dedicated to KSU (including, but not limited to, pre-game interviews, post-game interviews, call-in radio and sports shows, weekly coach's shows, and any special broadcast related to bowl or championship games);

N. Help KSU fulfill its contract with commercial vendors regarding the procurement and endorsement of apparel, equipment, and services in support of KSU's Football Program and Athletics Department;

O. Initiate and maintain a comprehensive athletic fundraising program, which shall include, *inter alia*, solicitations of non-state or private revenue sources;

P. Serve as an active member of the Head Coach community; and

Q. Perform other duties as may be assigned.

Additionally, Coach agrees to maintain all duties and best practices normally associated with the position of Head Football Coach, which include adherence to the directives of the Athletics Program as established by the Athletic Director or designee. Coach also agrees that NCAA Bylaws 11.1.1 is applicable to him and that any major violations of these provisions shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement. The Parties further recognize that a student-athlete may be declared ineligible for competition due to academic reasons, a disciplinary sanction under KSU's Athlete Code of Conduct, or KSU's belief that the student-athlete is ineligible according to the rules for athletic competition specified by the SIAC or the NCAA. The decision regarding a student-athlete's ineligibility may be made by either Coach, the Athletic Director, or KSU's President. The Parties agree that in no event shall an action taken by KSU be considered a breach of this Agreement.

VI. CONFIDENTIALITY

A. Coach 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 philosophies relating to KSU's business. Coach hereby acknowledges the sensitivity and confidential nature of such information and covenants and agrees to keep all information strictly confidential as required by law. In this regard, Coach 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. Coach 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. Coach further agrees that in the event of an unauthorized disclosure of confidential information, monetary damages may not be sufficient to cure any breach of this provision. Therefore, Coach also acknowledges and agrees that KSU shall be entitled to seek injunctive relief for any breaches of confidentiality in addition to any monetary damages that may also be sought.

VII. COMPENSATION

A. As consideration for satisfactory performance of the services and conditions described herein, the annual salary for the position of HEAD FOOTBALL COACH is hereby set as follows:

1. Coach shall receive an annual salary of \$88,000 for the period beginning February 1, 2023, and ending January 31, 2024.

2. Coach shall receive an annual salary of \$88,000 for the period beginning February 1, 2024, and ending January 31, 2025.

3. Coach shall receive an annual salary of \$88,000 for the period beginning February 1, 2025, and ending January 31, 2026.

This salary is based on a full-time, twelve-month period commencing on February 1, 2023. Coach's salary shall be paid by direct deposit on a monthly basis and on the normal pay dates for other KSU personnel.

B. Coach shall be entitled to any supplemental or fringe benefits generally made available to regular full-time, exempt employees of KSU, pursuant to University Policies, with such benefits including, *inter alia*, insurance and retirement benefits. Neither the Board of Regents nor KSU shall be responsible for any other compensation or monetary benefit of any kind to Coach unless such other compensation or benefit is specifically set forth herein. Coach shall be responsible for paying any local, state, and federal personal income taxes, or any other taxes due or owed as a result of his receipt of any compensation or benefits paid pursuant to this Agreement.

C. Coach acknowledges that during the term of this Agreement, the Athletic Director has the right to unilaterally reassign other Athletics Department-related duties to Coach in accordance with his skills and qualifications. The Athletic Director shall provide reasonable notice to Coach of such reassignment, which shall not be predicated upon any condition precedent to such assignment. Any reassignment serves as an authorized personnel action of KSU and may be performed, in the best interest of KSU, for any reason deemed satisfactory by KSU, or for no reason. Should such reassignment occur, KSU agrees to compensate Coach according to the same salary set forth in this Agreement. In the event of such a reassignment, any public statements or announcements shall be mutually agreed upon in writing.

VIII. BENEFITS

A. Coach shall be entitled to all vacation, sick, and holiday leave and fringe benefits offered to other KSU employees, which include, *inter alia*, insurance and retirement benefits in accordance with University Policies. Coach shall be eligible for salary increases during the term of this Agreement at such times and in such amounts, if any, as determined by KSU's President in his sole and absolute discretion.

B. KSU shall reimburse Coach 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 in this Agreement. Upon KSU's receipt of vouchers and other required documents from Coach which itemize his incurred expenses in reasonable detail, reimbursement shall be made in accordance with the travel policy of KSU, the laws and regulations of the Commonwealth of Kentucky, and the regulations of the NCAA.

IX. OUTSIDE OR SUPPLEMENTAL EMPLOYMENT

A. Coach agrees to not accept any supplemental employment opportunities without the prior consent of the Athletic Director. In the event that Coach is, as of the effective date of employment, receiving outside or supplemental employment, or is operating as an independent contractor, he shall disclose such information, including, *inter alia*, the amount and source of the outside or supplemental compensation, outside or supplemental employment, or independent contractor earnings. KSU has the right to require, in accordance with this Agreement, that Coach forgo such outside or supplemental compensation, outside or supplemental employment, or independent contractor projects.

B. Outside activities shall only be allowed subject to specific reporting requirements as established by KSU. In accordance with NCAA requirements, Coach shall report annually to the Athletic Director all athletic-related income from sources outside KSU. To verify this report, KSU shall receive prompt access to all related records of Coach.

X. PERFORMANCE-BASED INCENTIVES

A. Coach shall be entitled to receive additional compensation from KSU in the form of performance-based incentives, as listed below, for specific and measurable achievements. Coach shall be eligible to receive such performance-based incentives provided that the Football Program is in compliance with NCAA, SIAC, and KSU policies and regulations and that there are no pending or active NCAA or SIAC investigations into major violations of which Coach knew or should have known. Such performance-based incentives shall also be contingent upon Coach's satisfactory performance of the services, responsibilities, and duties delineated in Sections IV and V, as reflected by his most current annual employee performance review. Coach also acknowledges that receipt of any performance-based incentives are also contingent on the availability of non-state-appropriated funds available to the Athletics Department. Performance-based incentives are calculated as follows:

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 (GPA) of 3.0 (based on the ASR cohort) AND if the teams' ASR meets or exceeds the NCAA multi-year average:

- (a) Coach will receive additional compensation from KSU in the form of a bonus in an amount equal to One Thousand Five Hundred Dollars (\$1,500); and
- (b) Each assistant coach will receive additional compensation from KSU in the form of a bonus in an amount equal to Five Hundred Dollars (\$500).

2. SIAC CHAMPIONSHIP BONUS

In any contract year in which the Football Team wins the SIAC Championship outright or is named Co-Champion of the SIAC:

- (a) Coach will receive a bonus in the amount of Five Thousand Dollars (\$5,000); and
- (b) Each assistant coach will receive a bonus in the amount of One Thousand Dollars (\$1,000).

In the event the Football Team receives an automatic bid to the Division II Postseason:

- (a) Coach will receive a bonus in the amount of Five Thousand Dollars (\$5,000); and
- (b) Each assistant coach will receive a bonus in the amount of One Thousand Dollars (\$1,000).

3. REGULAR SEASON GAME BONUSES

In any contract year in which the Football Team wins eight (8) or more regular season games, Coach and each assistant coach shall receive a bonus for the number of wins in the amounts listed below:

Number of Wins	Head Coach	Assistant Coaches
8	\$1,000	\$500
9	\$2,000	\$750
10+	\$3,000	\$1,000
Perfect Season	\$5,000	\$1,500

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 Football Team's overall finish for the season and are non-cumulative.

4. DIVISION II PLAYOFF BONUS

In any contract year in which the 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:

- (a) Coach shall receive a bonus of Two Thousand Five Hundred Dollars (\$2,500); and
- (b) Each assistant coach shall receive a bonus of Seven Hundred Fifty Dollars (\$750).

5. DIVISION II CHAMPIONSHIP BONUS

In any contract year in which the Football Team wins the NCAA Division II Football Championship:

- (a) Coach shall receive a bonus in the amount of Fifteen Thousand Dollars (\$15,000); and

- (b) Each assistant coach shall receive a bonus in the amount of Two Thousand Dollars (\$2,000).

6. COACHING HONOR BONUS

In any contract year in which Coach is named SIAC "Coach of the Year" by the SIAC Conference, Coach shall receive a bonus in the amount of Three Thousand Dollars (\$3,000).

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

C. KSU shall pay Coach all athletic 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 the ASR report has been received by the NCAA.

D. KSU shall pay all other bonuses to Coach within ninety (90) days of the conclusion of the Football 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 any NCAA or SIAC rule or regulation, should (1) prohibit the payment of any listed bonus, (2) render any such bonus illegal or ineffectual, or (3) 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 Coach 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 of Coach's employment (except for termination with cause), all such vested amounts shall be promptly paid after such termination.

XI. INCLUSION OF PERSONNEL

Coach may, at his discretion, employ the following personnel:

1. Assistant Coaches (6), pursuant to the approved budget; and
2. Head Football Team Equipment Manager, pursuant to the approved budget.

XII. TERMINATION

A. Termination for Cause. If Coach 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 Coach. 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, Coach shall keep KSU apprised of information regarding his current home address.

1. Upon termination of Coach's employment with KSU for cause, KSU shall be under no further obligation to Coach except to pay all accrued but unpaid base salary and accrued vacation leave up to the date of termination. Upon notice of termination for cause, Coach shall vacate his KSU-provided office within five (5) calendar days of the notice, and he shall return all KSU-owned property forthwith. After notice of termination, Coach shall cooperate with KSU, as reasonably requested by KSU, to effect a transition of his responsibilities and to ensure that KSU is aware of all matters being handled by him.

2. Incidents warranting "termination for cause" shall include, but not be limited to, the following grounds:

- (a) A Level 1 violation of NCAA or SIAC legislation committed by Coach, or Coach's failure to report a known violation of NCAA or SIAC legislation;
- (b) Engaging in conduct that is unlawful or which results in Coach's conviction of a crime;
- (c) Committing material or repeated violations of any provision of this Agreement or any University Policy;
- (d) Failure by Coach to promptly report to the Athletic Director any known violations of governing athletic rules or University Policies by assistant coaches, staff, student-athletes, or other persons under the direct control or supervision of Coach;
- (e) Fraud or dishonesty of Coach in the performance of his duties or responsibilities under this Agreement;
- (f) Fraud or dishonesty of Coach in the preparation, falsification, submission, or alteration of documents or records of KSU, the NCAA, or the SIAC; documents or records required to be prepared or maintained by law, governing athletic rules, or University Policies; 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 Coach had actual knowledge of such fraudulent or dishonest acts, or should reasonably have known about such fraudulent or dishonest acts;
- (g) Failure by Coach 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 previous employment at any other institution of higher learning that is made by KSU, the NCAA, the SIAC, or any other governing body having supervision over KSU's athletic programs, or any such request or inquiry that is required by law, governing athletic rules, or University Policies;

- (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 KSU's athletic programs that shall be propounded to KSU, the NCAA, the SIAC, or any other governing body having supervision over the athletic programs of KSU, or any request or inquiry that is required by law, governing athletic rules, or University Policies;
- (i) Solicitation, placement, or acceptance of a wager on any intercollegiate or professional athletic contest, or permission, allowance, or encouragement by Coach of any illegal gambling, bookmaking, or illegal betting involving any intercollegiate or professional athletic contest; or furnishing by Coach of information or data relating in any way to any KSU sports to any individual known by Coach to be, or whom he should reasonably know to be, a gambler, bettor, or bookmaker, or an agent of any such person; or any act of consorting or associating by with such persons by Coach;
- (j) Use or consumption by Coach of alcoholic beverages, drugs, controlled substances, steroids, or other chemicals in such a degree and for such appreciable period as to impair significantly or materially his ability to perform his duties hereunder; or failure by Coach to fully cooperate in the enforcement and implementation of any drug-testing program established by KSU for student-athletes;
- (k) Coach's sale, use, or possession of any drugs, controlled substances, steroids, or other chemicals he is prohibited by law or governing athletic rules from selling, using, or possessing; or Coach's acceptance or encouragement of the sale, use, or possession of any drugs by a student-athlete that he or she is prohibited from selling, using, or possessing by law or governing athletic rules;
- (l) Failure by Coach to obtain prior approval for outside activities as required by this Agreement or by NCAA rules, or failure by Coach to accurately report all sources and amounts of income and benefits as required by NCAA rules and this Agreement; and
- (m) Committing material or repeated violations of any provision of this Agreement or any University Policy.

B. Termination without cause. KSU may terminate Coach's employment hereunder at any time without cause, provided, however that Coach shall be entitled to all outstanding compensation owed for the term of this Agreement, including all employment-related benefits. All compensation must be paid in full within three (3) months of the termination date.

Upon notice of termination without cause, Coach shall vacate his KSU-provided office within no more than five (5) calendar days of the notice and shall return all KSU-owned property on or before his last working day. After notice of termination, Coach shall cooperate with KSU, as reasonably requested by KSU, to effect a transition of Coach's responsibilities and to ensure that KSU is aware of all matters being handled by Coach.

XIII. RESIGNATION

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

B. If Coach accepts another athletic position within the six (6) months following his resignation from KSU, he agrees that he shall forfeit his right to the full six-month payout and shall refund that portion of the payout to KSU on a pro rata basis.

C. KSU must pay all compensation within six (6) months after resignation.

D. Upon resignation of employment, Coach shall vacate his KSU-provided office within no more than five (5) 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 resignation, Coach shall cooperate with KSU, as reasonably requested by KSU, to effect a transition of Coach's responsibilities and to ensure that KSU is aware of all matters being handled by Coach.

XIV. DISABILITY

A. KSU may revoke this Agreement, without liability, if Coach 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, Coach shall be entitled to all accrued but unpaid base salary and vacation leave. Upon notice of such revocation, Coach shall vacate his KSU-provided office within ten (10) calendar days of the notice and shall return all KSU-owned property forthwith. To the extent possible, Coach shall cooperate with KSU, as reasonably requested by KSU, to effect a transition of Coach's responsibilities and to ensure that KSU is aware of all matters being handled by Coach.

XV. DEATH

A. In the event of the death of Coach during the employment period, KSU's obligations hereunder shall automatically cease and terminate, provided, however, that KSU shall, within fifteen (15) days, pay to Coach's estate or personal representatives his accrued but unpaid base salary and vacation leave.

B. Coach's estate shall make arrangements with KSU to remove any personal belongings of Coach from KSU property as soon as practicable.

XVI. RELOCATION EXPENSES

Employee shall be reimbursed, up to Five Thousand Dollars (\$5,000) for receipted expenses relating to one (1) house-hunting trip and for relocation expenses to Kentucky, which shall be paid out via the regularly scheduled payroll cycle.

XVII. TEMPORARY HOUSING

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

XVIII. 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 Coach by KSU, or developed by Coach on behalf of KSU or at KSU's discretion, or for KSU's use or otherwise in connection with Coach's employment hereunder, are and shall remain the sole property of KSU. If KSU requests the return of such materials at any time during, at, or after the termination of Coach's employment, Coach shall immediately deliver same to KSU.

XIX. EQUAL PARTICIPANTS

The Parties hereto shall be viewed as equal participants, and each party agrees that there shall be no presumption against the drafting party.

XX. 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 Coach, any notice to the Board of Regents shall be addressed to Dr. Gerald W. Patton, Chair of the Board of Regents.

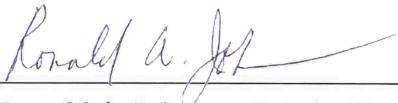
XXI. MISCELLANEOUS PROVISIONS

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 with respect to 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, as aforementioned, the Agreement may not be modified unless in writing, signed by the 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, or constitute a waiver of any other 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 unenforceability of any such provisions shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in the Agreement.

IN WITNESS THEREOF, the Parties to the Agreement have hereunder affixed their signatures.

KENTUCKY STATE UNIVERSITY (KSU):



Dr. Ronald A. Johnson, Interim President

2/22/2023

Date

COACH:



Felton Huggins

2/21/23

Date

KENTUCKY STATE UNIVERSITY

OFFICE OF GENERAL COUNSEL

Approved as to form only

Signature:

Date:


02/21/23



POLICY TITLE:

Viewpoint Neutrality

APPLIES TO:

Regents, Students, Faculty, Staff, Contractors, Vendors, and Visitors

ADMINISTRATIVE AUTHORITY:

**Board of Regents
Office of the President**

APPROVED BY:**EFFECTIVE DATE:****NEXT REVIEW DATE:**

POLICY STATEMENT:

Kentucky State University (KSU) is committed to maintaining an academic environment that champions open inquiry and the unrestricted exchange of diverse perspectives. KSU recognizes that educational excellence flourishes when individuals from varied backgrounds and with differing viewpoints engage in meaningful scholarly discourse without fear of discrimination based on their social or political viewpoints.

KSU maintains institutional neutrality on political and social issues that fall outside the scope of its educational mission, operational requirements, and legal mandates. This commitment ensures that the institution serves as an open forum for intellectual exploration rather than as an advocate for particular ideological positions.

Individual members of the KSU community retain their fundamental rights to express their personal views, participate in civic activities, and engage in advocacy consistent with applicable KSU policies and legal requirements. The institution's neutrality does not restrict personal academic freedom or individual expression but rather creates space for all perspectives to be heard and evaluated through reasoned debate.

KSU expressly prohibits the use of ideological litmus tests in employment decisions, contract decisions, academic

evaluations, student admissions, or degree conferrals. No individual shall be required to affirm or reject specific political, social, or cultural positions as a condition of participation in KSU programs or employment.

DEFINITIONS:

Designated Representative

An individual authorized by the President to communicate KSU's official positions or speak on behalf of the institution in specific circumstances.

Institutional Neutrality

KSU's commitment to refrain from adopting official positions on disputed political, social, or cultural issues that do not directly impact KSU operations, academic missions, or legal compliance obligations.

Official KSU Position

Any formal declaration, resolution, or public communication issued under KSU's authority that purports to represent the institution's stance on matters of public concern.

PROCESS:

Authority for Official KSU Positions

Only the President possesses the authority to establish and communicate official KSU positions. The President may delegate this authority, in writing, to specific individuals for defined purposes and circumstances. All official communications must align with institutional neutrality principles and focus solely on matters directly related to KSU's educational mission, operational needs, or legal obligations.

Board of Regents Communications

Pursuant to *The Gold Book: Bylaws of the Kentucky State University Board of Regents*, the Board Chair holds the exclusive authority to issue statements representing the Board of Regents' official position on a particular matter. Board communications must adhere to institutional neutrality standards and address only those matters within the Board's governance responsibilities.

Individual Expression Guidelines

Personal Capacity Communications

Faculty, staff, and students may express personal viewpoints on any topic when clearly identifying themselves as speaking in their individual capacities rather than on behalf of KSU.

Academic Freedom Protection

Nothing in this policy restricts scholarly inquiry, classroom discussion, research activities, or academic debate within appropriate educational contexts.

Civic Participation

KSU community members may participate in political activities, advocacy organizations, and public service consistent with applicable ethics policies and legal requirements.

Implementation Standards

Presidential Responsibilities

- Establishes protocols for official KSU communications
- Ensures institutional neutrality compliance with regard to public statements
- Authorizes designated representatives when appropriate
- Reviews and approves statements that may impact institutional neutrality

Board Chair Responsibilities

- Maintains Board adherence to neutrality principles
- Coordinates with the President on matters affecting both Board and institutional communications
- Ensures Board statements focus on governance matters

Compliance and Accountability

Violations of this policy shall be addressed through established KSU disciplinary procedures that are appropriate to an individual's role and relationship with KSU. Serious breaches may result in loss of speaking authority, disciplinary action, or other remedial measures as determined by KSU leadership.

REFERENCES AND RELATED MATERIALS:

- *The Gold Book: Bylaws of the Kentucky State University Board of Regents*
- Equal Opportunity & Non-Discrimination Policy
- Anti-Discrimination & Non-Retaliation Policy
- Free Speech Policy

CONTACTS:

Subject	Office	Telephone	E-mail
Policy Questions and Interpretation	General Counsel	(502) 597-6414	Zachary.Atwell@kysu.edu General.Counsel@kysu.edu

HISTORY:

Revision Type	Date of Issuance/Revision	Drafter(s)/Editor(s)
Issued (New Policy)	June 2025	Zach Atwell
