# BOARD OF REGENTS

*for*

# KENTUCKY STATE UNIVERSITY

## Special Called Meeting of the Board of Regents

Thursday, October 9, 2025

2:00 p.m. ET

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

## KENTUCKY STATE UNIVERSITY
# MISSION STATEMENT

Provide transformative educational experiences to prepare graduates for making meaningful contributions to society.

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

## KENTUCKY STATE UNIVERSITY
# VISION STATEMENT

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

## KENTUCKY STATE UNIVERSITY
# CORE VALUES

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

## KENTUCKY STATE UNIVERSITY
# BOARD MEMBERS



---

## KENTUCKY STATE UNIVERSITY
# ELECTED BOARD OFFICERS

## KENTUCKY STATE UNIVERSITY

# INSTITUTIONAL OFFICERS

**Dr. Koffi C. Akakpo**
*Nineteenth President*

**Dr. Michael D. Dailey**
*Provost and Vice President for Academic and Student Affairs*

**Dr. Heather Bigard**
*Vice President for Finance and Administration / CFO*

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

**Dr. Wendy D. Dixie**
*Vice President for Information Technology and Special Assistant to the President*

**Ms. Nicole Sergent**
*General Counsel*

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

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

**Thursday, October 9, 2025**
**2:00 p.m. ET**

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

**Zoom Link:** https://kysu.zoom.us/s/97126372484
**Webinar ID: 971 2637 2484**
**One Tap Mobile:** US: +16468769923,,97126372484# or +16469313860,,97126372484#

---

| | |
|---|---|
| **1. Call to Order** | **Regent Tammi Dukes**<br>Board Chair |
| **2. Roll Call** | **Mr. Michael R. DeCourcy**<br>Acting Board Secretary |
| **3. Board Actions** | |
| A. **On Camera Swearing In of Board Member** | **Secretary DeCourcy** |
| B. **Election of Board Secretary and Board Treasurer** | **Chair Dukes** |
| C. **Appointment of Board Committees** | **Chair Dukes** |
| **4. Action and Information Items** | |
| A. **University Senate Reports** | |
| i. Faculty Senate Report<br>(Information Item) | **Dr. Patrese A. Nesbitt**<br>Faculty Senate President |
| ii. Staff Senate Report<br>(Information Item) | **Mr. Delandual Conwell**<br>Staff Senate President |
| iii. SGA Report<br>(Information Item) | **Regent Dontrell Childs**<br>SGA President |

B. **What's Great at K-State Series**

| | | |
|---|---|---|
| i. | KSU Bee Program<br>(Information Item) | **Dr. Marcus Bernard**<br>Dean, College Of Agriculture, Health, And Natural Resources<br><br>**Dr. Thomas Webster**<br>Professor and Extension Specialist |

C. **Division of Institutional Advancement & External Relations**

| | | |
|---|---|---|
| i. | Leading from the Front (Planned Giving)<br>(Information Item) | **Mr. Michael DeCourcy**<br>VP, Institutional Advancement and External Relations<br><br>**Ben Smith, Esq.**<br>Estate Planning |

D. **Division of Academic and Student Affairs**

| | | |
|---|---|---|
| i. | Enrollment Update<br>(Information Item) | **Dr. Michael D. Dailey**<br>Provost and Vice President of Academic & Student Affairs<br><br>**Dr. Stephanie Mayberry**<br>Vice Provost of Student Affairs<br><br>**Ms. Jameelah Means**<br>Director of Admissions |

E. **Division of Finance & Administration**

| | | |
|---|---|---|
| i. | Financial Update<br>(Information Item) | **Dr. Heather Bigard**<br>Vice President of Finance and Administration / CFO |
| ii. | Audit Update<br>(Information Item) | **VP Bigard** |
| iii. | **Approval of Bookstore Contract**<br>(Action Item) | **VP Bigard** |
| iv. | **Approval of Shauntee Hall Amended Project**<br>(Action Item) | **Mr. Wayne Cowan** |

F. **KSU's "Tell It" Hotline**

| | | |
|---|---|---|
| i. | Hotline Activity for the Quarter<br>(Information Item) | **Chair Dukes** |

G. **Policy Committee**

| | | |
|---|---|---|
| i. | Interim Policies Notification<br>(Information Item) | **Mr. DeCourcy**<br>Co-Chair Policy Committee<br>University Committee |

**5. Closed Session**

| | | |
|---|---|---|
| A. | Pending and Possible Litigation (KRS 61.810(1)(c)) | **TBD**<br>Board Secretary |

**6. Closing Remarks** — **Chair Dukes**

**7. Adjournment** — **Chair Dukes**

---

**INFORMATION ITEM:**
What's Great at K-State Series – KSU Bee Program

**FACTS:**

National Challenge: Decline of Bees in the U.S.

Across the United States, honey bee and native pollinator populations are experiencing alarming declines. Threats such as parasitic mites, viruses, fungal diseases, habitat loss, and climate stress are reducing bee health and survival. This crisis not only endangers ecosystems but also threatens agriculture, as pollinators are essential for nearly one-third of the food we eat.

**KSU's Solution: Research, Innovation, and Outreach**

Kentucky State University is at the forefront of addressing these challenges conducting more research and extension on bees than all other Kentucky universities combined.

Expert Leadership: Dr. Tom Webster, Professor and Extension Specialist for beekeepers, leads the KSU Bee/Apiary Program. Alongside colleagues Dr. Renata Rodriguez and Dr. Tamara Potter, President of the KY Queen Bee Breeders Association, KSU delivers groundbreaking research and statewide outreach.

Innovative Research: Eleven dedicated researchers are advancing new methods to successfully winter bees, combat honey bee diseases (especially viruses and fungi), and strengthen resistance to parasitic mites through selective breeding.

Protecting Native Pollinators: KSU is pioneering strategies to safeguard Kentucky's native pollinators and their habitats, ensuring biodiversity and environmental sustainability.

Supporting Beekeepers: Extension programs train beginning beekeepers and support advanced producers, strengthening the Commonwealth's beekeeping community and agricultural resilience.

**Why It Matters**

KSU's bee research and outreach directly support producers across Kentucky. This ensures healthier bees, stronger crop yields, and more sustainable ecosystems. With national bee populations in decline, Kentucky State University is making a global impact from right here in the Commonwealth.

At KSU, we're not just studying bees, we're protecting the future of food, farming, and the environment.

**INFORMATION ITEM:**
Leading from the Front: Planned Giving with Ben Smith

**FACTS:**

Kentucky State University is honored to welcome Ben Smith of Georgetown, Kentucky for a special presentation on planned giving, Leading from the Front. Ben brings a remarkable depth of experience in estate planning, philanthropy, and financial leadership that has shaped both national and international communities.

A proud Kentuckian, Ben is a graduate of Washington and Lee University and has earned three Master of Science degrees. He is a member of Phi Beta Kappa and holds six professional designations, underscoring his commitment to lifelong learning and professional excellence. His distinguished career began at American Express and advanced through senior leadership roles including Vice President of GMAC Mortgage, Vice Chairman of GMAC Real Estate, President of GMAC Investment Services, Executive Vice President of Wells Fargo Home Mortgage, and Co-CEO of American Partners Bank in Washington, D.C.

Throughout his career, Ben has worked with thousands of financial advisors nationwide and partnered with hundreds of non-profits and churches to create and strengthen estate planning and legacy education programs. His unique blend of financial expertise and philanthropic vision makes him an invaluable resource for individuals and organizations seeking to build enduring legacies.

Through Leading from the Front, Ben will share strategies, tools, and best practices for integrating planned giving into personal financial planning and nonprofit sustainability. His presentation will empower attendees to think not just about financial security, but about creating lasting impact for future generations in the Commonwealth and beyond.

**INFORMATION ITEM:**
Enrollment Management Update

**FACTS:**

Kentucky State University (KSU) welcomed the challenge issued by President Koffi C. Akakpo to enroll 3,000 students. To reach this goal, KSU faculty and staff had to come together and accept the responsibility of recruitment, retention and graduation was a shared responsibility. KSU further adopted a philosophy of becoming a "Student Ready" institution with a customer focused approach in all aspects of the collegiate experience.

The purpose of this update is to provide a detailed overview of the enrollment data, milestones achieved, and the strategies implemented to reach the goal of 3,000 students. The implementation of new programs and targeted recruitment strategies have positioned the University for continuous growth noting enrollment increases for the past three years.

Staff will share how intentional efforts have improved Kentucky student growth, the student onboarding experience, and efforts to support student retention to graduation.

# KENTUCKY STATE UNIVERSITY
## BOARD OF REGENTS

**INFORMATION ITEM:**
Financial and Audit Update

**FACTS:**

An updated 2025-26 Budget Report of Educational and General Expenses through August 31, 2025 will be presented.

The projected delivery of the Audited 2024 Financial Statements is no later than 11/21/25.

Protiviti is preparing a proposal to assist with the 2025 audit preparation.

**KENTUCKY STATE UNIVERSITY**

**Education and General Budget Report 2025-26**

**With Comparative Prior Year Data**

| | 2026 | | | | 2025 | | | | FY26 minus FY25 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual - August 2025 | Actual - YTD | % | Budget | Actual - August 2024 | Actual - YTD | % | Actual | % Change |
| **Revenue** | | | | | | | | | | |
| Gross Student Tuition and Fees [1] | $ 16,948,700 | $ 1,333,995 | $ 9,876,512 | 58.3% | $ 18,210,800 | $ 2,690,656 | $ 9,448,488 | 51.9% | $ 428,024 | 4.5% |
| Scholarships | (3,500,000) | (324,980) | (1,858,725) | 53.1% | (4,000,000) | - | (12,795) | 0.3% | (1,845,930) | 14427.0% |
| Uncollected | (1,000,000) | (9,338,479) | (9,338,479) | 933.8% | (898,000) | - | - | 0.0% | (9,338,479) | 0.0% |
| Net Student Tuition and fees | 12,448,700 | (8,329,464) | (1,320,692) | -10.6% | 13,312,800 | 2,690,656 | 9,435,693 | 70.9% | (10,756,385) | -114.0% |
| State Appropriations | 21,060,900 | - | 6,326,351 | 30.0% | 20,165,900 | - | 5,803,200 | 28.8% | 523,151 | 9.0% |
| Sales and Services | 1,200,000 | 80,112 | 217,060 | 18.1% | 1,000,000 | 378,709 | 427,740 | 42.8% | (210,680) | -49.3% |
| **Total Revenue** | $ 34,709,600 | $ (8,249,352) | $ 5,222,719 | 15.0% | $ 34,478,700 | $ 3,069,365 | $ 15,666,633 | 45.4% | $ (10,443,914) | -66.7% |
| **Expenses** | | | | | | | | | | |
| Instruction | $ 8,573,682 | $ 576,196 | $ 1,426,698 | 16.6% | $ 8,614,600 | $ 802,365 | $ 1,423,853 | 16.5% | $ 2,845 | 0.2% |
| Academic Support & Libraries | 779,196 | 41,578 | 96,700 | 12.4% | 802,700 | 81,324 | 149,625 | 18.6% | (52,925) | -35.4% |
| Student Services | 7,525,950 | 429,709 | 871,306 | 11.6% | 5,552,600 | 692,177 | 1,129,666 | 20.3% | (258,360) | -22.9% |
| Institutional Support | 8,569,327 | 1,155,517 | 2,059,936 | 24.0% | 11,683,800 | 1,944,961 | 2,414,618 | 20.7% | (354,682) | -14.7% |
| Operations and Maintenance of Plant | 5,573,824 | 1,600,540 | 1,968,041 | 35.3% | 4,472,000 | 3,082,038 | 3,497,607 | 78.2% | (1,529,566) | -43.7% |
| Transfers | | | | | | | | | - | |
| Mandatory: Debt Service | 1,687,621 | - | 676,507 | 40.1% | 1,353,000 | - | - | 0.0% | 676,507 | 676507.0% |
| Non-Mandatory | - | - | - | 0.0% | - | - | - | 0.0% | - | 0.0% |
| Non-Mandatory Transfer to Reserves | 2,000,000 | - | - | 0.0% | 2,000,000 | - | - | 0.0% | - | 0.0% |
| **Total Expenses and Transfers** | $ 34,709,600 | $ 3,803,540 | $ 7,099,188 | 20.5% | $ 34,478,700 | $ 6,602,865 | $ 8,615,369 | 25.0% | $ (1,516,181) | -17.6% |

**KENTUCKY STATE UNIVERSITY**

**Education and General Expenses/Transfers by Natural Classification**

**For the Period from 7.1.24 to 08.31.25**

**With Comparative Prior Year Data**

| | 2026 | | | | 2025 | | | | FY26 minus FY25 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual - August 2025 | Actual - YTD | % | Budget | Actual - August 2024 | Actual - YTD | % | Actual | % Change |
| **Expenses/Transfers** | | | | | | | | | | |
| Salaries and Wages | $ 13,732,000 | $ 1,048,308 | $ 2,596,318 | 18.9% | $ 11,642,600 | $ 2,209,609 | $ 3,236,709 | 27.8% | $ (640,391) | -19.8% |
| Benefits | 5,725,800 | 456,037 | 1,065,513 | 18.6% | 6,416,200 | 600,857 | 1,082,397 | 16.9% | (16,884) | -1.6% |
| Contracted Services | 1,300,000 | 491,494 | 559,266 | 43.0% | 3,000,000 | 79,554 | 89,294 | 3.0% | 469,972 | 526.3% |
| Operating | 7,882,916 | 1,082,789 | 1,335,037 | 16.9% | 4,866,900 | 3,462,412 | 3,991,207 | 82.0% | (2,656,170) | -66.6% |
| Utilities | 2,381,263 | 724,912 | 866,547 | 36.4% | 5,200,000 | 205,433 | 215,762 | 4.1% | 650,785 | 301.6% |
| Transfers | 3,687,621 | - | 676,507 | 18.3% | 3,353,000 | - | - | | 676,507 | 676507.0% |
| **Total Expenses and Transfers[3]** | $ 34,709,600 | $ 3,803,540 | $ 7,099,188 | 20.5% | $ 34,478,700 | $ 6,557,865 | $ 8,615,369 | 25.0% | $ (1,516,181) | -17.6% |

**Footnotes**

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

[2]Uncollected rate is of 9/2/25.

[3]Actuals 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 ended 8/31/2025, the accounting system included accounts payable totaling $2,410,984 which includes invoices not processed under a purchase order of $869,708.

**KENTUCKY STATE UNIVERSITY**

**Auxiliary Operations Budget Report 2025-26**

**With Comparative Prior Year Data**

| | 2026 | | | | 2025 | | | | FY26 minus FY25 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Budget | Actual - August 2025 | Actual - YTD | % | Revised Budget | Actual - August 2026 | Actual - YTD | % | Actual | % Change |
| **Revenue**[1] | | | | | | | | | | |
| Housing | $ 7,450,000 | $ 1,396,540 | $ 3,777,566 | 50.7% | $ 6,140,400 | $ 1,090,537 | $ 4,096,740 | 66.7% | $ (319,174) | -7.8% |
| Dining | 3,530,000 | 698,850 | 1,859,097 | 52.7% | 3,288,900 | 562,325 | 1,908,646 | 58.0% | (49,549) | -2.6% |
| Bookstore | 1,395,000 | (396,441) | 820,008 | 58.8% | 1,689,900 | 148,330 | 821,582 | 48.6% | (1,574) | -0.2% |
| Uncollected[2] | - | (4,506,295) | (4,506,295) | 0.0% | - | - | - | 0.0% | (4,506,295) | -4506295.0% |
| **Total Revenue** | $ 12,375,000 | $ (2,807,346) | $ 1,950,376 | 15.8% | $ 11,119,200 | $ 1,801,192 | $ 6,826,968 | 61.4% | $ (4,876,592) | -71.4% |
| **Expenses** | | | | | | | | | | |
| Salaries and Wages | $ 665,000 | $ 39,521 | $ 93,922 | 14.1% | $ 353,400 | $ - | $ 2,000 | 0.6% | $ 91,922 | 4596.1% |
| Benefits | 299,250 | 14,747 | 35,214 | 11.8% | 134,300 | (1,947) | 1,027 | 0.8% | 34,187 | 3328.8% |
| Contracted Services | 4,850,000 | 383,577 | 394,104 | 8.1% | 4,789,000 | - | - | 0.0% | 394,104 | 394104.0% |
| Operating | 969,340 | 356,500 | 356,820 | 36.8% | 524,800 | 284,330 | 314,075 | 59.8% | 42,745 | 13.6% |
| Utilities | 807,000 | 52,592 | 97,667 | 12.1% | 1,072,500 | 78,630 | 81,524 | 7.6% | 16,143 | 19.8% |
| Mandatory Transfers: Debt Service | 3,759,410 | - | - | 0.0% | 4,060,500 | - | - | 0.0% | - | 0.0% |
| Non-Mandatory Transfers | - | - | - | 0.0% | - | - | - | 0.0% | - | 0.0% |
| Non-Mandatory Transfers To Reserves | 1,025,000 | - | - | 0.0% | 184,700 | - | - | 0.0% | - | 0.0% |
| **Total Expenses and Transfers** | $ 12,375,000 | $ 846,937 | $ 977,727 | 7.9% | $ 11,119,200 | $ 361,013 | $ 398,626 | 3.6% | $ 579,101 | 145.3% |
| **Total Surplus (Deficit) E&G and Auxiliaries** | $ - | $ (15,707,175) | $ (903,820) | | $ - | $ (2,093,321) | $ 13,479,606 | | $ (14,383,426) | -107% |
| **Total Surplus (Deficit) @ Budgeted Bad Debt Expense** | $ - | $ (2,362,401.00) | $ 12,440,954.00 | | $ - | $ (2,593,321.00) | $ 12,979,606.00 | | $ (538,652) | |

**Footnotes**

[1]Revenue actual reflects amount billed in Banner.

[2]Uncollected rate is of 9/2/2025.

The uncollected amount for both E&G and Auxiliary was $6,435,825 as of 9/22/25.

Total Outstanding Student Receivables as of 9/29/25 = $6,383,189

# KENTUCKY STATE UNIVERSITY
## BOARD OF REGENTS

**ACTION ITEM E. III**

**ACTION ITEM:**

Approval of Bookstore Contract

**FACTS:**

Follett will operate the on-campus bookstore and an off-campus "pop-up" store, providing textbooks, course materials, emblematic apparel, merchandise, and technology.

University Responsibilities

- Provide and maintain safe, compliant bookstore facilities, utilities, HVAC, pest control, and building services at no cost to Follett.
- Purchase or cause to be purchased all inventory on hand if the contract ends (except termination for cause).
- Pay Follett invoices (ACCESS Program, financial aid transactions, etc.) within 30 days.
- Ensure faculty provide timely and accurate textbook adoption information.
- Integrate KSU systems (financial aid, student information, LMS) with Follett systems.

Follett Responsibilities

- Invest up to $50,000 in store improvements (furniture, fixtures, equipment, technology).
- Maintain and staff the bookstore at industry standards, including student employment opportunities.
- Provide customer-friendly policies, including refunds and price-match guarantees.
- Operate a full-service website and social media presence for the store.
- Provide insurance coverage (liability, auto, workers' comp, umbrella) and indemnify KSU for Follett's negligence.

Termination & Liability

- Termination for Cause or Convenience: Either party may terminate with appropriate notice.
- University Liabilities if Early Termination/Non-Renewal (not for cause):
- Repayment of Follett's unamortized investments (store remodeling, payments).
- Purchase of remaining inventory at agreed terms.
- Funding-Out Provision: KSU may terminate without penalty if state funding is unavailable.

**BUDGETARY IMPLICATIONS:**

The University would be responsible for the collection of the Book Fees to offset the costs of ACCESS Program offered by Follett to students.

Financial Benefits to KSU:
$500,000 one-time payment to KSU within 180 days of contract execution.
Annual $25,000 scholarship contribution for the duration of the contract.
Commissions:
15% on physical course material sales.
12% on general merchandise sales.
10% on expanded online merchandise store sales.
Additional $50,000 one-time payments in Year 8 and Year 10 if renewals are executed.

**RECOMMENDATION:**

President Koffi C. Akakpo recommends the Board of Regents approve the Follett Book Store Contract.

**MOTION:**

Approve the Follett Book Store Contract.

# BOOKSTORE OPERATING AGREEMENT BETWEEN KENTUCKY STATE UNIVERSITY AND FOLLETT HIGHER EDUCATION GROUP, LLC.

This Bookstore Operating Agreement ("Agreement") is made as of July 1, 2025 between Kentucky State University ("University") and Follett Higher Education Group, LLC, f/k/a Follett Higher Education Group, Inc.("Follett").

Intending to be legally bound, University and Follett agree:

1. **Stores.** Subject to all the terms and conditions in this Agreement, Follett shall operate a campus store and support an off-campus "pop-up" store ("Store") for University and agrees to offer certain products for purchase and use by University.

2. **Term.** This Agreement shall take effect July 1, 2025 and shall continue until June 30, 2032. Upon the agreement of the parties, this Agreement shall be subject to the renewal for two (2), two (2) year periods. For the purpose of financial calculations and reporting, the "contract year" shall be defined as July 1 to June 30.

3. **Termination for Non-Performance.** Either party may terminate the resulting contract for non-performance for such causes as:

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

3.1 **Notification.** The party will provide the other party with ten (10) calendar days' written notice of default. Unless arrangements are made to correct the non-performance issues to the complaining party's satisfaction within ten (10) calendar days, the complaining party may terminate the contract by giving forty-five (45) days' notice (by registered or certified mail) of its intent to cancel this contract.

3.2 **Termination for Convenience.** If it is determined to be in Follett's or the University's best interest to do so, the University or Follett may terminate the Agreement for convenience upon ninety (90) days' notice in order for Follett to wind down operations and transition to University's successor provider.

3.3 **Funding Out Provision.** The University may terminate this Agreement if funds are not appropriated to the University or are not otherwise available to make payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. The University shall provide Follett with thirty (30) calendar days' written notice of termination due to lack of available funding.

3.4 **Procedure for Termination.** Upon delivery by certified mail to Follett's of a Notice of Termination specifying the nature of the termination, the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective, Follett shall stop work under the Contract on the date and to the extent specified in the Notice of Termination, except where Follett is notified to continue Work until Follett can be relieved by a successor Follett.

4. **Rights Upon Termination. Expiration, or Non-Renewal.**

4.1 Termination, expiration, or non-renewal of this Agreement shall not affect any right of either party accrued prior to such termination, expiration, or non-renewal.

4.2 Upon any termination, expiration or non-renewal other than for cause of this Agreement, or Upon the relocation or closing of a Store location during the initial Agreement term, University shall pay Follett the unamortized book value of all Store Remodeling (as defined in Section 5) paid by Follett. The Store Remodeling book value shall be calculated on the straight-line method, from the in- service date[s], over the greater of 8 years or until expiration of this Agreement.

Upon any termination, expiration or non-renewal of this Agreement, other than for cause University shall pay Follett the unamortized book value of all payments. The Payment(s) book value shall be calculated on the straight-line method, from the date the payment is made by Follett, over the greater of 8 years or until expiration of this Agreement.

4.3 On any termination, expiration, or non-renewal of this Agreement, University shall purchase, or cause to be purchased, the Store inventory then on hand under the same terms as purchased by Follett under Section 9.1.

5. **<u>Store Condition and Improvements.</u>**

5.1 Follett has made various investments in the Store since it commenced operations pursuant to a prior agreement on March 8, 2019. These investments have been amortized and depreciated from the in-service date(s) in accordance with the previous agreement. The remaining book value of these prior investments (which the parties agree is $19,659.36 as of July 1, 2025) together with all replacements, additions, and extensions, and any other improvement furnished by Follett to the Store over the life of this contract, constitute "Store Remodeling."

**5.2** Follett shall spend up to a total of **$50,000** to improve the Stores in accordance with this Section 5. This expenditure may include furniture, trade fixtures, and equipment, including point-of-sale equipment, that is readily removable ("Capital Equipment") and Follett and third-party design and project management services, third-party architectural and engineering services, cabling and infrastructure, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable ("Store Remodeling"). Capital Equipment and Store Remodeling each include all replacements, additions and extensions paid for by Follett, whenever installed. The Capital Equipment and Store Remodeling together comprise the "Store Improvements."

**5.3** Follett shall prepare complete plans and specifications for the Store Improvements for review and approval by University and shall work closely with University to develop mutually acceptable plans ("Plans"). University shall have the final approval over all the Plans; provided, however, that the cost of carrying out the Plans as approved by University shall not exceed the amount set forth in Section 5.1.

The Plans shall address at a minimum the following matters:

a) Service to customers
b) Revenue generation
c) Facility alternatives
d) Required equipment
e) Logistics
f) Expenses

**5.4** When University has given final approval to the Plans, Follett shall submit an installation schedule to University for approval. University shall review and comment on the Plans and schedule in a reasonable timeframe to allow the project completion date to be met.

**5.5** The Store Improvements shall meet or exceed the requirements of the Americans with Disabilities Act ("ADA") and all other applicable codes, laws and regulations, and shall be in accordance with Follett's Design Intent documents.

**5.6** All Capital Equipment purchased by Follett will remain the property of Follett.

**5.7** Follett will be solely responsible for the maintenance, repair, and replacement of all Follett owned equipment.

**5.8** Follett shall obtain the prior written approval of the University for any improvements not included in the Plans including, but not limited to, signage; painting; cutting; and modifying walls, ceilings, floors, or utilities. Follett warrants that it will promptly repair, to the satisfaction of the University, any and all damages resulting from the installation or removal of its equipment within thirty (30) days; provided, however, that if such repairs require approvals, licenses, or similar authorizations from government authorities, the repair period shall be extended accordingly to account for such delays.

**6.** **<u>General Rights and Responsibilities of Follett.</u>**

**6.1** **Operations.** Follett shall operate the Store in accordance with the highest standards and commercial best practices in the college bookstore industry. Follett shall also work to provide maximum quality and quantity of products, product lines, and good public relations with the University community.

**6.2** Follett shall purchase, display, and sell new, used, digital and rental textbooks, trade, paperback, technical, and reference books, other educational materials and supplies, and other miscellaneous merchandise and services at Follett's own expense during the term of the Agreement.

**6.3** Follett shall meet or exceed the following minimum standards for all products and services provided:

a) That none of the products offered for sale are in violation of a license or copyright agreement.
b) All products offered for sale are appropriately marked as "New" or "Used" items.
c) That no products which are marked "Not for Resale" or other such warning is offered for sale
d) That the Premises or University resources will be used, by Follett, solely for the benefit of the University
e) Follett warrants that all prices will be set in accordance with the Agreement and that the prices for textbooks or other educational materials will not exceed the prevailing collegiate market for like items

**6.4** The University has the right to add or remove service locations if the University deems such additions or removals are in the best interest of the University.

**6.5** **Website/Social Media:** Follett shall manage and operate a full service Website, and social media program on each campus.

**6.6** **Student Support:** Follett shall cooperate to whatever reasonable extent possible in order to assist and be supportive to University student organizations and student activities with respect to bookstore and merchandise/retail services. This could include, but not be limited to, sale of merchandise at cost and donations of merchandise for student events and activities.

**6.7** Follett shall operate the Stores for twelve (12) months per year. The name of the Stores shall not change. The Stores' normal hours of operation and holiday closing schedule shall be as approved in writing by University after consultation with Follett; hours of operation during registration periods, the first two weeks of classes, and all special campus events shall be extended to coincide with demand.

**6.8** **Customer Service:** The service shall be operated in a professional manner that reflects the image and reputation of the University. Follett shall become involved in the academic, cultural, and social environment at the University, and offer special merchandising, marketing, and/or assistance based upon the activities of the University in connection with special events and programs.

**6.9** **Refund Policy:** Follett's refund policy must be sensitive to the needs of students and customers.

**6.10** **Emblematic Clothing and Gifts:** Follett shall sell a wide variety of University emblematic clothing and other emblematic merchandise for purchase by members of the University community.

**6.11 New Product Lines:** Follett shall continually expand and introduce new product lines that appeal to students, faculty, staff, alumni, fans, and visitors).

**6.12 Pricing Policy - General Merchandise:** Follett shall sell all non-book merchandise at competitive prices, providing maximum value to the customer, while allowing for maximum sales and revenues to the University.

**6.13 Promotion.** Initial and on-going promotions will be the responsibility of Follett.

**6.14 Exception to Rights:** Follett's rights under the Agreement do not include merchandise and services currently sold or offered elsewhere within the University from time to time by departments, student organizations or through other contract arrangements. The following specific exceptions are cited by the University:

a) University produced educational materials, which can be made available for distribution or sale through the campus store.
b) Athletic Department and other sponsored sales of emblematic clothing and other emblematic Merchandise that do not materially impact Store sales
c) Alumni Association sponsored sales of emblematic clothing and other emblematic merchandise for its members that do not materially impact Store sales.
d) Special periodic sales on campus in conjunction with University sponsored events on campus, such as lectures, seminars, symposiums, and receptions for artists and authors.
e) Personal (non-commercial) exchange of educational materials or acquisitions by the University including, but not limited to, library purchases.
f) The University expressly reserves the right to provide other off-campus vendors with textbook ordering information.

**6.15 Exclusivity and Occasional Sales by Campus Groups** Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by School (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores, including but not limited to, all required course materials (print and digital), clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by School during the term of this Agreement. This Section 6.3 does not prohibit occasional sales by student groups or student government organizations that do not materially impact Store sales. The University shall retain the right to provide retail sales operated directly or through other existing disclosed contracts that pre-date this agreement.

**6.16** University grants Follett the right, subject to University's published standards, to use the University's seal, logotype, and associated trademarks and service marks on the Store's Internet site, signage and collateral materials, and stationery, soft goods, notebooks, pens, pencils, decals and other goods traditionally sold in college and university bookstores. University will not grant such rights to any other online or brick-and-mortar retailer on campus during the term of this Agreement. If University changes its name, seal, or logotype with less than one-year written notice to Follett prior to notice to the public, Follett may deduct from any commissions otherwise payable to University Follett's actual documented cost of all unsold emblematic merchandise on hand at the time of such change.

**6.17 Licensing Program:** The University shall only purchase branded merchandise from vendors who adhere to the University's Licensing Program requirements.

**6.18 Police Jurisdiction and Reporting.** The Campus Police Department is the police department of record involving property serviced under this Agreement. Campus Police officers have statewide jurisdiction in criminal matters related to the University. Follett shall contact the Campus Police Department for all criminal matters.

**6.19 Security Plan.** In order to secure property in the Stores, Follett shall cooperate with University in providing Store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with the University, Follett shall create and maintain a Store security plan acceptable to University for textbook buyback, rush and other special events.

**6.20 Electronic Security Systems.** Follett shall not install or operate any system on property owned or leased by the University intended to electronically control access and/or detect and report fire, intrusion, hold-up or duress. Where such systems are required due to the nature of Follett's operation, the Campus Police Department shall be responsible for approval, design and installation, the cost for which will be the responsibility of Follett's.

**6.21 Keys and Access Control Cards.** Follett shall maintain custody of any keys/cards assigned to them at all times and they are responsible for their loss.

**6.22 Sole Use:** Except as otherwise provided, Follett is the sole entity authorized to use the designated Facilities for the initial term or extended term of this Agreement. Follett is prohibited from:

a) Using such space for any non-University functions or other Follett activity without prior written consent of the University.
b) Authorizing any University students, staff or faculty or any other party to use such space without prior written consent of the University.

**6.23 Cleaning.** Follett shall be responsible for daily cleaning of the Store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, and removal of light trash to University- provided receptacles.

**6.24 Miscellaneous Supplies.** Follett shall be responsible for all costs required for paper, office, janitorial, and chemical supplies for the operation of the Stores.

**6.25 Maintenance and Utilities.** Follett shall be responsible for all operations, including, but not limited to maintenance, repairs, replacement, and janitorial services for all equipment, fixtures, and furnishings within the Stores. Follett shall use the University telephone system and data network and shall pay all connection fees and monthly phone/data charges as the cost of doing business.

**6.26 Inspection.** The University has the right to enter the Facilities for the purpose of the University inspecting, evaluating and requesting changes in the operation and condition of the facilities at any time generally with respect to the safety and maintenance of the facilities and equipment, all of which shall be maintained at levels mutually agreed upon.

**6.27** **Damage.** Follett shall be responsible for any loss or damage to property owned by University that is in Follett's possession or control or is caused by Follett or its employees or agents in the course and scope of their employment.

**6.28** **Operational Issues.** Follett will make its corporate representatives reasonably available to the University to discuss and resolve any operational issues.

**6.29** **Tender Types:** At a minimum, Follett's shall accept cash, personal checks, major credit cards, current or future campus cards, gift cards, bank debit cards, department charges, scholarship charges/vouchers, third-party agency charges, and financial aid account charges/vouchers. Follett's shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.

**6.30** **Campus Cards:** Follett shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept current campus cards and/or other smartcards utilized by the University in the future.

**6.31** Follett will offer University faculty and staff a 10% discount on all purchases over $1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software. Follett will offer all University departments a 20% discount on purchases of supplies over $1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.

**6.32** In its operation of the Stores, Follett shall pay its bona fide financial obligations to University and to third parties in a timely manner.

**6.33** Follett shall collect and pay any sales tax or similar tax on its retail sales, and applicable income taxes on its revenues. Follett shall not be responsible for property taxes on the Stores or any other taxes not currently assessed.

**6.34** Follett shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.

**6.35** Follett shall abide by and require its employees to abide by applicable University policies and procedures. University shall provide Follett with copies of applicable policies and timely inform Follett of any changes.

**6.36** Follett specifically agrees its employees shall abide by the University's weapon policy.

**6.37** Follett employees shall comply with all rules and requirements of the Campus Police Department, Parking Division

**6.38** Follett shall abide by all federal, state and local laws applicable to its operation.

**6.39** In performing this Agreement, Follett shall not discriminate based on sex, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age or disability protected under the ADA.

**6.40** **Financial Reporting.** Records: Follett shall maintain accurate, complete and separate books of accounts according to the Generally Accepted Accounting Principles, for their industry reflecting completely its operations at Kentucky State University, together with supporting data and documents, all of which will be made available for inspection by the University. Records will be kept at a reasonable place for a period of at least three years after the close of the fiscal year which said documents represent.

**6.41** Reporting: Follett shall submit, at a frequency mutually determined, sales and commission payment reports. Sales reports will include, but not be limited to: cash sales, gross sales, web sales and net sales.

**6.42** Audits: The University shall be informed by Follett of any audit by Follett of its records and operations at the University. The University shall receive a full report of any such audits. The University or its designee shall have the right to conduct its own audit of Follett's records and bookstore operations by giving seven (7) working days' notice to Follett. The University shall notify Follett in writing, of any deficiency made known as a result of said audits. If the University should uncover the under-reporting of sales by more than 5% percent, per fiscal year, the cost of such an audit shall be at Follett's expense.

**6.43** Follett will provide $25,000 annually in scholarships for each full contract year during the term of this Agreement. In the event there is a partial contract year, the payment will be prorated according to the contract year.

**7. General Rights and Responsibilities of University.**

**7.1** University will provide and maintain an appropriate, safe and habitable location, in accordance with all applicable laws and regulations. University will make available to Follett all existing furniture, fixtures, equipment, shelving, lighting, flooring, plumbing, power and HVAC. University shall also keep the building in which the Stores are located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. University shall be responsible for any loss or costs resulting from failure of the building to meet applicable building codes and regulations. University is responsible promptly for remedying any hazardous materials issues that arise during the Term. University further states that it has no plans to relocate campus stores in the next five (5) years.

**7.2** University will name a representative authorized to advise Follett of University's approvals, consents and instructions under this Agreement.

**7.3** University may prohibit sale at the Stores of any item it finds offensive or inappropriate.

**7.4** If at any time University is dissatisfied with Follett's performance under this Agreement, University shall document the unsatisfactory performance and submit the documentation to Follett for immediate review and corrective action. University may require a review meeting to prepare the corrective action.

**7.5** University shall provide the following services and support to the Stores at no cost to Follett:

a) Internal and external building maintenance, including, but not limited to: plumbing, electric, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, floors, walls, ceilings, windows and doors in accordance with University's building standards;
b) Building standard utilities;
c) Pest control services on the regular School schedule;
d) Local telephone/data service including all equipment and lines with telephone toll charges to be charged to Follett at the same rate charged to University's departments;
e) Reasonable access to University's telecommunications and network systems as required to install, at Follett's sole expense, T1 lines and associated connectivity for Follett's point-of-sale systems;
f) Security of persons and property in the same manner provided for other University premises;
g) Lost and found service as regularly provided by University;
h) Parking for Follett's employees in common with other authorized parkers in a location approved and provided by University; and
i) Participation in any debit or credit card, voucher program, or other payment or financial aid service now or hereafter made available by University to its students or to local merchants.

**7.6** Within 180 days of the execution of this Agreement, University will implement the ConnectOnce integration between University and Follett systems to facilitate the course import and enrollment integration, and the ACCESS and Follett Discover programs. The University will provide a prominent hyperlink from the University's Learning Management System (LMS) to the Follett Discover tool.

**7.7** University will require its faculty and staff to provide Follett with timely and accurate textbook adoption information.

**7.8** Follett will integrate the University's financial aid transactions with the Stores' operating systems for both in-store and/or online transactions. As part of that integration, within the first academic term of the execution of this integration, University will provide Follett the following information: student name, unique identification number for each student ID, a credit limit provided by the University for each student, date range for approved charges, any product restrictions required and student email address.

**7.9** Follett will extend credit to University for financial aid and departmental charge accounts in accordance with the terms set forth in Follett's standard credit application. University will furnish to Follett all required information and will pay all accounts within 30 days of invoice or will pay applicable late charges as provided in the credit application. University will send all A/A payments directly to the bank via ACH, Wire Transfer or Lock Box. Follett may deduct past due AIR charges that are more than 120 days in arrears from University's commission payments. To help the University maximize their brand exposure and increase revenue, University will provide to the Stores at no cost, the following:

a) A minimum of two hyperlinks located on the home page of the University's .edu website to the Store's eFollett website, and on the appropriate subpage(s) of the University's .edu website, a Store information page that includes information on Store hours, location, and other information as appropriate. The subpage shall also include a hyperlink to the Store's eFollett website.

b) The inclusion of key search terms within the University's .edu site that presents eFollett hyperlinks when key words are typed into the .edu site search field. Key terms include bookstore, books, book store, campus store, textbooks, course materials, books, clothing, gifts, t-shirts, supplies, shop, store and fan gear.

c) Approval to send Financial Aid notifications by email and SMS to students, notifying them of their financial aid balances, timelines for using funds, and other messaging to help promote the use of available funds in the Stores and the Stores' eFollett website.

d) The opportunity, as determined by Follett, to include material promoting the Store into all future and current student mailings (physical and digital), new student orientation packets, and new/welcome alumni membership mailings (physical and digital).

e) Advertising in faculty, athletic, and student e-newsletters with a hyperlink to the Store's eFollett website.

f) Advertising space in any University-produced print publication (weekly, quarterly or yearly).

g) In compliance with industry standard practices, University shall provide the following:
   i. all enrolled student email addresses one month before the start of the fall term each year;
   ii. all accepted student email addresses within one month of acceptance notice distribution each spring; and
   iii. all alumni emails one month before the start of the fall term each year.

h) The opportunity to present Store information and promotional information at student and parent orientations.

i) The opportunity to regularly present at faculty/staff orientation to review current Follett programs and services.

j) The opportunity to present campus Store events and promotions on any existing or future

k) closed circuit campus message broadcast applications.

l) The opportunity to set up a temporary retail location for athletic, alumni, and other events held on the University campus.

m) Provide key staff members of the Store a University .edu email address.

n) In-store product and service placements to drive brand awareness for vendors that serve the campus operation.

o) Configure and install Follett Discover Shop in the SIS ("Student Information System") and Follett Discover View within the course catalog or .edu website to facilitate purchase access to course materials.

p) Configure and install Follett Discover Adopt and Access where there are commercial grade SIS and LMS environments, and have the application links prominently displayed within these properties to make them readily accessible for the faculty adoption process, and student access to digital course materials.

q) Promote the faculty adoption process and deadlines on all related campuses via campus- based email system up to two (2) messages per adoption season whereby Follett will supply content such as graphics, copy, links, and subject lines for the University to send to faculty and administrators. If the University does not choose to communicate the faculty adoption deadlines and procedures via their campus email system, all faculty email addresses will be given to Follett so they can communicate the adoption process on behalf of the University.

**8. Bookstore Personnel.**

8.1 Follett will furnish sufficient adequately trained personnel to provide efficient and courteous service to customers, including sufficient substitute personnel in case of employee absence. In addition, Follett will provide ongoing training in customer service and will formally recognize and reward employees who provide superior customer service. Follett shall maintain proper documentation on all employees and provide a current employee roster as necessary to the University.

8.2 Follett shall conduct a pre-employment background check, as well as screening required by the School and/or state in which the Store is located. In the event adverse information is received as a result of the screening, Follett will manage the information received and the offer of employment in accordance with the Follett Background Check Policy. Follett reserves the right to rescind the offer of employment made prior to the screening.

8.3 University may participate in interviewing and evaluation of Follett's Store Manager should the need arise to fill the position. Follett's selection of the Store Manager is subject to University's approval.

8.4 Follett will work with the University to hire student work study students for employment and development opportunities in the bookstore. Work study students may complete retail training modules and the opportunity to participate in Follett's Manager In Training program. Follett will work with the University in promoting Follett internship opportunities at the local store and the Follett corporate offices.

**9 Bookstore Stock and Sales.**

**9.1** Follett shall purchase from University all salable and rentable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, Rental Program inventory and/or included Program inventory, whether in stock or rented, and general merchandise. Follett will cause all such merchandise to be inventoried by an independent firm. University may observe the inventory if desired. Within 120 days after the completion of the inventory, Follett shall pay University for the merchandise as follows:

(a) New Textbooks
  (i) Follett will purchase new textbooks adopted for the next academic term, in quantities not exceeding course requirements, at standard industry discounts or cost. New textbooks purchased that are not utilized in the next academic term and are not returnable to the publisher will be charged back to University.
  (ii) Follett will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.

(b) Used Textbooks
  (i) Follett will purchase used textbooks adopted for the next academic term, in quantities not exceeding course requirements, at 50% of the current retail selling price. Used textbooks purchased that are not utilized in the next academic term and are not returnable to the wholesaler will be charged back to University.
  (ii) Follett will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.

(c) Trade, Reference and Technical Books ("Trade Books")
  (i) Follett will purchase Trade Books that have been purchased during the past

academic year and are returnable to the publisher at standard industry discounts or cost.

(ii) Follett will purchase Trade Books not meeting these requirements at a price agreeable to University and Follett.

(d) General Merchandise

(i) Follett will purchase general merchandise traditionally sold in college bookstores, purchased in the past academic year, in saleable condition, and not in excessive quantities, at standard industry discounts or cost.

(ii) Follett will purchase general merchandise not meeting these requirements at a price agreeable to University and Follett.

(e) Follett shall also purchase from University any verified, usable credits with publishers or vendors in accordance with Follett's procedures.

**9.2** In operating the Store, Follett will charge industry standard, competitive and fair prices, which, at present, are as follows:

(a) On new textbooks and trade books, not more than the publishers' list price, or a 25% gross margin (cost divided by .75) on net price books and list price books sold to Follett at less than a 25% discount off list, rounded up to the next quarter.

(b) On coursepacks, text "packages," and "bundles," and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70), rounded up to the next quarter.

(c) On ebooks and other digital content, when Follett determines the end-user price, Follett will follow the same pricing rules applicable to coursepacks, and when the publisher determines the end-user price and Follett acts as agent, Follett will use the publisher price.

(d) On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices rounded up to the next quarter.

(e) On rental books, Follett will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.

(f) On course-required or any related supply items, "sets", and "kits", not more than the normal gross profit margin for similar merchandise in the college bookstore industry

(g) On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

(h) Follett Access Program fees ("Follett Access Fees") will be determined by Follett for each semester or summer session and submitted to School.

**9.3** Follett will offer its Price Match Program ("PMP") to the University. The PMP includes textbooks (new, used and rental) that are currently in-stock at the Store as well as at competing retailers, but excludes digital books.

The following terms and conditions apply:

(a) The student brings their original receipt and/or the advertisement for the better price to the Store within seven days of their original purchase.

(b) The book must be in stock at the Store and with the retailer advertising the lower price. Retailers include: a local bookstore, Amazon (excluding its Marketplace) or Barnes & Noble. This program excludes peer-to-peer marketplaces and online aggregator sites.

(c) The lower priced item must match the exact book and edition purchased or rented, including accompanying CDs, online access codes, student manuals, etc.
(d) Once verified, the Store associate calculates the difference and issues a Store gift card to the student.
(e) The PMP and its terms and conditions are subject to change over the term of this Agreement at Follett's discretion.

**9.4** Follett will expeditiously process text requests placed after the adoption deadline. Text requests for the ACCESS Program placed after the adoption deadline may result in the materials being excluded from the ACCESS Program.

**9.5** Follett will purchase used textbooks year-round. Follett will purchase textbooks adopted for the next academic term in quantities sufficient to meet course requirements at not less than 50% of the student's purchase price rounded to the nearest quarter. Follett will purchase used books not adopted for the next academic term or in excess of course requirements at wholesale prices prevailing in School's locality rounded to the nearest quarter.

**9.6** Follett will accept returns in accordance with the following policies:

1. Non-textbook items in resalable condition may be refunded or exchanged at any time with original receipt.
2. Textbooks in resalable condition may be refunded with receipt within seven (7) calendar days from the start of classes or within two (2) days of purchase thereafter, including during summer term.
3. Textbooks purchased during the last week of classes or during exams may be sold back under the book buyback policy.
4. Computer software may be returned if it is unopened and shrink-wrapped.
5. In addition, upon proof of drop/add, Follett will accept textbook returns from students who have dropped a course up to thirty (30) days from the start of classes or until the end of the official drop/add period, whichever comes first.

**9.7** In operating the Stores, Follett shall accept as a minimum, MasterCard, Visa, Discover and American Express charge cards. Follett will pay all merchant charges associated with acceptance of these credit cards.

**10 Commission.**

**10.1** Follett shall pay commission to the School in an annual amount equal to the sum of:

Commission on **Physical Course Material** Sales

**15%** of all Physical Course Material Commissionable Sales

"Physical Course Material Commissionable Sales" are defined as all collected revenue (in compliance with generally accepted accounting principles) for all physical print course material products and course related supplies generated through the Store or the Store website, less Digital product revenue, Course-by-Course Access revenue, Campus-Wide Access revenue, voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, associated

Follett-funded scholarships, handling fees associated with non-return of rental textbooks, pass-through income and merchandise sales at less than a 20% margin.

Commission on **General Merchandise** Sales

**12%** of all General Merchandise Commissionable Sales

"General Merchandise Commissionable Sales" are defined as all collected revenue (in compliance with generally accepted accounting principles) for all general merchandise products generated through the Store or the Store website, less course related supplies associated with a Course-by-Course or Campus-Wide Access program, voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, associated Follett-funded scholarships, pass-through income and merchandise sales at less than a 20% margin.

**a. Campus-Wide Access.** Access revenue is specifically excluded from the definition of "Commissionable Sales" in this Agreement. Follett will not pay commission on the Access Program.

***10.2*** Follett's willingness to enter into an agreement under the terms offered within is based on the financial information provided by the University. If for any reason any material or detrimental deviation from the University's reported financial information (including but not limited to annual sales) as compared to the first year's financial performance occurs Follett would expect to renegotiate appropriate modifications to the proposed terms.

**10.3** If in any contract year the annual gross sales of the Store shall materially decline more than five percent (5%) from the reported sales of $1,158,954.61 within the RFP # 25-06 section 20.1 as a result of declining enrollment, public legislation, other conflicting campus contracts, material changes in school policies, school mascot, school colors or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of Follett's control, the School and Follett agree to negotiate in good faith an appropriate adjustment in the commission and guarantee payment and capital allocated to renovations and one-time payments to the school as set forth in this agreement.

**10.4** Follett will keep complete and accurate records of all Store transactions in accordance with industry accounting practices and will provide a statement of Store gross revenue to University monthly for the preceding period. Follett will preserve records of Store operations for three years from the transaction date, and will make those records necessary to measuring contract compliance available for review, audit and verification by University at the Store upon request on reasonable advance notice during ordinary business hours other than during Store "rush" periods.

**10.5** Follett shall pay the commission calculated in accordance with Section 10.1 quarterly, twenty days after the end of the quarter. Any other payment required to be made by Follett to University under this Agreement shall be made within thirty days of receipt of invoice. Follett will process commission payments by sending ACH transfers (Direct Deposit) in lieu of paper checks.
On the day the ACH payment is made, the University's designated recipient will receive an email informing the University thereof. A csv file (that can be opened in Excel) will be attached

to the email that will contain the remit information with the document numbers that were paid (similar to the check remittance advice). Please note that this is not a wire transfer. The process takes approximately 7-10 business days to process once the necessary form is completed by the University and submitted to Follett's Accounts Payable department.

**10.6** Follett shall provide a one-time payment of **$500,000** within 180 days of the successful execution of this contract. Provided School executes the renewals as described below, Follett shall provide a) an additional one-time payment of **$50,000** with the first payment occurring within 180 days of the execution of a two-year renewal in the eighth year, b) and another **$50,000** payment occurring within 180 days of the execution of a two-year renewal in the tenth year of the Agreement. For avoidance of doubt, the foregoing payments are contingent upon School and Follett executing such renewals. Each of the foregoing three payments shall be individually amortized in accordance with Section 4.2.

**11 Bookstore Rentals.**

**11.1** Follett will provide a proprietary course material rental program ("Rental Program") via individual rental agreements with students ("Student Rental Agreements"). Rental pricing will be determined by Follett. Two types of textbooks will be eligible for adoption in the rental program:

**11.2** The "National Title List" Textbook. Follett will offer a National Textbook Rental Title List of the textbooks available for rental, which will be updated periodically by Follett (the "National Title List"). The "Local Program" Textbook. University may select books not on the National Title List to be part of the Rental Program provided University agrees to continue to adopt the specific book(s) for at least four (4) consecutive semesters. In the event University fails to consistently comply with meeting the four (4) consecutive similar-sized semesters commitment in the aggregate, Follett at its sole discretion may eliminate the Local Program.

**11.3** Upon any termination, expiration or non-renewal of this Agreement, Student Rental Agreements will be novated to School or successor store operator at cost. If the successor store operator refuses or does not affirmatively agree to accept such novation, then the School shall accept novation of such Student Rental Agreements and pay Follett for such rental inventory. Where post termination of agreement rented textbooks have not been returned, where no charge has been made to the credit or debit card held as security therein, or where some other loss occurs under a Student Rental Agreement, School will look solely to the student or the successor store operator for such transferred rentals.

**12. <u>Follett ACCESS Program Scope & Terms</u>**

12.1 The attached Schedules detail the Program scope, pricing, enrollment, deadlines, format, and adoptions guidelines. Schedules will be updated and executed annually made a part hereof.

12.2 The price agreed upon in the Schedule will be the price charged by School to students, without additional fees added by School, and is valid only for the academic terms listed in the Schedule, and only if the Program details are accurately detailed in Schedule.

Because the pricing is based on specific base assumptions about the size, details and scope of the Program ("Base Assumptions"), a material change thereof (such as those listed below) will require immediate good faith renegotiation of the terms of the Program or financial terms of this Agreement before the Program can continue to any future semester or term. Examples of such material changes are:

a. a 10% decrease in the size or scope of the Program from the Base Assumption amount.

b. a 15% increase in course materials per student or supplies per student over the Base Assumption amount.

c. a 15% increase in the amount of digital content over the Base Assumption amount.

d. a change in the model format/cohort or program priority from that originally agreed upon.

12.3 School will provide grades, retention, and graduation data to Follett at or before the dates detailed in the attached Schedules. The format and scope of Student Success Data will be mutually agreed between Follett and School.

12.4 Follett will work with School and provide communication best practices, marketing materials, and templates for School to communicate the Program to campus stakeholders.

12.5 For the Access Program, the following shall be the invoicing and payment process:

a) Initial Invoice: Program Invoicing will occur no later than two (2) weeks from the start of classes for each semester/term, including for each sub-term, if applicable. The invoice charges reflect transactions through the date of invoice generation and will be net thirty (30) days.

Initial Invoice Payment Terms: Within thirty (30) days of the Initial Invoice date, School must either (i) pay Follett the full Initial Invoicq a3Wae amount if the amount is not disputed; or (ii) alternatively, pay Follett at least ninety percent (90%) of the Initial Invoice amount with the remainder to be reconciled per below:

* Any amounts outstanding after initial payment in accordance with the foregoing provision (ii) shall be subject to the Parties reconciling, in good faith, any discrepancies to make a final determination of the Initial Invoice amount ("Reconciliation"). Such payment or credit will be due no later than thirty days (30) days after the final class add/drop date.

b) Subsequent invoices, Adjustments, and Payment Terms: Invoices and adjustments for subsequent adds, drops and other charges/credits between the Parties will be generated regularly for changes through the end of the semester/term, on terms of net thirty (30) days.

c) Until Follett is paid in full for invoiced Access Program fees and/or Reconciliation amounts, Follett reserves the right to: (i) withhold commission payments, (ii) set off outstanding invoiced amounts against commissions payable to School, (iii) charge interest on past due amounts at a rate permitted by applicable law, and (iv) hold or terminate the Program for future terms.

12.6 Based on Federal Regulations (34 C.F.R. § 668.164) Follett advises that Schools provide students an opt-out option from the Program. If School decides otherwise, only School is responsible for ramifications that arise from such a decision.

12.7 All Program fees from Access transactions are sales of Course Materials or Supplies **for the purpose of resale** by School (as Reseller) to the students. One of the following three scenarios shall apply to all Access Transactions and resulting sales, use, transaction or other applicable government-imposed taxes or fees resulting therefrom ("Taxes"):

(1) If School provides a valid tax exemption certificate, then Follett shall not invoice School for any Taxes.
(2) If School provides a valid resale certificate, then Follett shall not invoice School for any Taxes.
(3) If no exemption is claimed, then Follett shall invoice School for the taxes and remit them to the taxing authority.

The school is solely responsible for providing Follett with updated and accurate certificates or it must pay applicable taxes. As a Reseller, School shall be solely responsible for assessing taxes to students and remitting payment for such taxes on Access Transactions to the applicable taxing authority. School agrees to hold harmless and indemnify Follett for any unpaid Taxes along with any penalties or late payment fees arising from its failure to do so.

**The Tax Exempt Status (<u>must select one</u>) of the School is selected by School below:**

___X_ School is exempt from Taxes as an educational organization, and has or will present Follett with a tax exemption certificate.

____ School is not exempt from Taxes but has or will provide Follett a valid resale certificate.

_____School does not claim any exemption from Taxes.

12.8 Access Program materials will be included as part of any inventory that School must purchase, or require a third party to purchase, on termination of the Agreement. Follett will withhold any commission ninety (90) days before Termination takes effect until such time that settlement on the inventory is received.

**13. <u>Expanded General Merchandise Web Store</u>**

13.1 During the term of the Agreement, Follett will offer an expanded logo merchandise web-based retail Store for the University selling certain products for sale through a web-based ordering system operated by a Follett Corporation wholly owned subsidiary, Advanced Graphic Products, Inc. dba Follett On-Demand ("Follett"). Follett will provide a web-based ordering system through which School students, faculty, staff, alumni, staff, and the general public will be able to order products bearing University Indicia.

13.2 Follett has or will enter into a license agreement (the "License Agreement") with the currently appointed license provider of University. During the term of this Agreement, Follett will maintain its status as a properly appointed licensee of School and Follett will comply with the requirements of the License Agreement. If School is self-licensed, Follett will comply with all requirements of School and receive approval of all graphics through School.

13.3 Follett will provide promotional emails for free, discounted or special product promotions will be sent from a designated University department website database every two **(2)** to four **(4)** weeks by Follett or the designated University department.

13.4 A web link from the University website named "Store" will be linked to the new Follett provided online store. Wherever possible, designated ad space on the University website will be allocated for online Store advertising and an additional ad space will be allocated for promotional ads for discounted, free or special product promotions.

13.5 Follett will provide a website application to allow designated University staff members, University Departments or other designated University staff to purchase products from the University's product line at discounts of approximately **25%** to **50%** off retail pricing.

13.6 Commissions (as defined below) on products sold by Follett bearing University Indicia will be paid to University within fifteen **(15)** days following the end of the month that commissions are earned. Commissions for each product sold, shall be paid at **10%** of the retail price at which a product is sold. With respect to online sales, royalties shall be deemed earned by University as of the transaction billing date. Retail sales are defined as the price at which product is sold online excluding freight and sales tax.

13.7 License Fees (as defined below) on products sold by Follett bearing University Indicia will be paid to the University appointed licensing company within fifteen (15) days following the end of the month that License Fees are earned. License Fees for each product sold shall be paid at the established percentage for University of the wholesale price at which a product is sold. Wholesale pricing is defined as 50% of the retail pricing. With respect to online sales, License Fees shall be deemed earned by School as of the transaction billing date. License Fees will not be paid for products sold directly to University.

For the avoidance of doubt, the aforementioned commissions are not applicable to the purchase of products or merchandise sold by Follett under the terms of Section 10.

13.8 Except for the School's eFollett website, Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by School through electronic commerce (including hyperlinks to alternate sources) to sell merchandise traditionally offered through college and university athletic department online retail stores.

**14. Insurance.**

14.1 During the term of this Agreement, Follett shall keep in force, at its own expense, at least the following insurance, all in accordance with this Section:

1. Commercial General Liability having a combined single limit of not less than $1,000,000 per occurrence covering premises and operations, contractual liability and products/completed operations;
2. Business Automobile Liability having a combined single limit of not less than $1,000,000

per occurrence covering claims arising out of ownership, maintenance, or use of owned or non- owned automobiles;

3. Worker's Compensation insurance having limits not less than those required by applicable statute;
4. Employer's Liability in the amount of at least $1,000,000; and
5. Excess or Umbrella Liability in the amount of at least $2,000,000.

14.2 University, its affiliates, officers, regents, volunteers, and employees shall be named as additional insureds by blanket endorsement under the Commercial General Liability policy upon the University's written request.

14.3 Follett shall furnish industry standard Certificate[s] of Liability Insurance to University showing the coverage required by this Section within 30 days after execution of this Agreement or before Follett takes possession of the Store, whichever is earlier. The Certificate[s] shall provide that, should any of the above policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

14.4 University will notify Follett of any flood plain zoning changes affecting the Store within 30 days of receiving notice of such change from any source.

14.5 If University causes any work to be performed by a third party on the building housing the Store, then University will provide Follett an industry standard Certificate of Liability Insurance from the third party's insurance company(ies) for Commercial General Liability and Business Automobile Liability, with combined single limits of at least $1,000,000 per occurrence on each. Follett shall be an additional insured under the third party's Commercial General Liability policy.

**15.** **Confidential Information.** As part of the Follett Discover program, Follett will have access to confidential information held by the University, including specific "non-public" information, the safeguarding of which is governed in part by the provisions of the Family Education Rights and Privacy Act (FERPA) and other federal and state laws. This information includes biographic and financial information obtained from a student or parent in the process of providing educational services. Biographical and financial information includes, but is not limited to name, shipping and email addresses, phone numbers and student IDs, and if applicable, financial aid information. University represents that it has the right to provide Follett with access to such information for the purposes hereof.

Follett agrees to maintain the confidentiality of such information as mandated by applicable state and federal laws using the measures Follett uses to protect its own information of like character, but in each case with at least a reasonable standard of care, and to only access such information for the explicit business purposes of the Follett Discover program, including providing the services contemplated thereunder. Follett will return or destroy all confidential information it receives from University upon completion of the Follett Discover program.

Follett further acknowledges that any uncured material breach of the confidentiality obligations set forth above will be considered a material breach of the Follett Discover program, at which time University may terminate the Follett Discover program by providing at least 30 days prior written notice of termination to Follett. (For purposes of clarity, any such breach or termination shall not affect or permit University to terminate the Bookstore Operating Agreement [BOA] or any other contract between the parties or their respective affiliates.)

**16. Independent Contractor Status.** The relationship of the parties is that of independent contractor and no tenancy, partnership, joint venture, agency, fiduciary or other relationship is created. Neither party may order any goods nor services, incur any indebtedness, or enter into any obligation or commitment on the other party's behalf.

**17. Indemnification.**

17.1 Follett shall defend, indemnify and hold harmless University, its Board of Regents, affiliates, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), arising out of any: (i) damage, destruction or loss of any property (including but not limited to University's property); or (ii) injury to or death of any person (including but not limited to any employee of University); which results from or arises out of negligent or willful acts or omissions of Follett, its officers, agents and employees, in the performance of this Agreement.

17.2 To the extent permitted by applicable law, University shall defend, indemnify and hold harmless Follett, its affiliates, directors, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees) arising out of any: (i) damage, destruction or loss of any property (including but not limited to Follett's property); or (ii) injury to or death of any person (including but not limited to any employee of Follett); which results from or arises out of negligent or willful acts or omissions of University, its officers, agents or employees, in the performance of this Agreement.

**18. Nonassignability.** Neither party may assign or sublet this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement in its entirety to an affiliate that controls, is controlled by or is under common control with such party. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.

**19. Severability.** If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party hereto, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.

**20. Governing Law.** Follett shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. This Agreement shall be governed by Kentucky law and any claim relating to this Agreement shall only be brought in the Franklin Circuit Court in accordance with KRS 45A-245.

**21. Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act.** To the extent Follett receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Follett shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

22. **Prime Contractor Responsibility.** Follett is solely responsible for fulfillment of this Agreement with the University.

23. **Permits, Licenses, Taxes and Commonwealth Registration.** Follett shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement is performed. Follett shall pay any sales, use, personal property and other tax arising out of this Agreement. Any other taxes levied upon this Agreement, the transaction or the equipment or services delivered pursuant hereto is the responsibility of Follett. Follett shall accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

24. **Attorneys' Fees.** In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, Follett agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

25. **Reports and Auditing.** The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review. Follett recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act.

26. **Notice.** Notices required or permitted by this Agreement shall be deemed given when received if sent by recognized overnight courier or first-class mail, postage prepaid, to the following address, or such other address as the party may specify by notice:

To School (please complete):
________________________
________________________
________________________
________________________
________________________

To Follett:
Ryan Petersen
President
Follett Higher Education Group
3 Westbrook Corporate Center, Suite 200
Westchester, Illinois 60154

With a copy to:
Follett Corporation
3 Westbrook Corporate Center, Suite 200

Westchester, Illinois 60154
Attn: General Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

| FOLLETT HIGHER EDUCATION GROUP, LLC | | KENTUCKY STATE UNIVERSITY | |
|---|---|---|---|
| By: | Signed by: Mark Spoart E04FA922BB1E49B... | By: | |
| Name: | Mark Spoart | Name: | Dr. Koffi C. Akakpo |
| Title: | Chief Legal Officer | Title: | President |
| Date: | 9/23/2025 | Date: | 9/25/25 |

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

ACTION ITEM E. IV

**ACTION ITEM:**

Approval of Amended Shauntee Hall Renovations Project – Phase 1 and (amended) Phase 2

**FACTS:**

Named the W. Frank Shauntee Industrial Arts Building in 1970, the building provided 19,740 square feet of floor space for labs, machine rooms, classrooms, and faculty offices. The building was dedicated under President Carl M. Hill and taught generations of graduates in the skills of electricity, drafting, power mechanisms, metal work and many other subjects. Dr. Shauntee served on the Kentucky State University faculty for 25 years.

Shauntee Hall most recently housed student health center and previously the College of Arts and Sciences Laboratory, classrooms and offices. It has undergone a recent minor renovation to upgrade finishes and rehabilitate the HVAC and Electrical Systems. This Building is in generally good to fair condition and with some additional significant renovations can be adapted to be the new home for the School of Engineering and Technology. This renovation will make necessary renovations to the mechanical, electrical and plumbing (MEP) systems, architectural improvements of low maintenance flooring and building envelope modifications and repairs. This project will also take the opportunity for minor expansion allowed under the guidelines of the 2024-2026 Asset Preservation Funds allocations.

Phase 1 construction is planned to begin in Fall 2025 to renovate existing space for the creation of a CNC Laboratory and support spaces for use on January, 2025 to meet a curriculum need for the Engineering program.

Phase 2 (Amended) - This project will begin concurrently with Phase 1 and continue in Design. Additional funding has been identified through HBCU Title 3, Part B and will allow for an addition of approximately 10,000 square feet to be added to the project in total.

**BUDGETARY IMPLICATIONS:**

The project cost is estimated to cost $10,680,000.00 (approved by Board of Regents previously at $6,680,000.00). This budget was based on the preliminary scope of work applied to an average square foot cost for this style of Academic Building renovation. The funding will come from University's 2024-2026 State Bond Funded Asset Preservation Funds ($7,680,000.00), which no longer require a match and an additional $3,000,000.00 from a one-time supplemental appropriation award provided by HBCU Title 3, Part B. This will bring the Project Total to $10,680,000.00.

**RECOMMENDATION:**

Dr. Koffi C. Akakpo recommends the Board of Regents approve the increase in the Shauntee Hall Renovation project.

**MOTION:**

Approve the increase in scope and to use the HBCU Title 3, Part B funds for the Shauntee Hall Renovation project.

KENTUCKY STATE UNIVERSITY
BOARD OF REGENTS

**INFORMATION ITEM:**

KSU's "Tell It" Hotline – Activity for the Quarter

**FACTS:**

The Kentucky State University "Tell It" Hotline is a confidential reporting tool available at kysu.edu that allows students, faculty, staff, and community members to share concerns, report misconduct, or highlight issues that may impact the University community. This service is designed to promote transparency, accountability, and trust by giving all stakeholders a direct way to raise concerns outside of traditional reporting channels. Reports may include matters such as ethics, compliance, workplace behavior, student safety, or other issues affecting the University's integrity and operations.

All hotline activity is carefully reviewed and tracked to ensure timely and appropriate responses. To maintain accountability, a summary of hotline activity is provided quarterly to the Kentucky State University Board of Regents. This process ensures the Board is informed of trends, recurring issues, and the University's progress in addressing concerns, while protecting confidentiality. Through the "Tell It" Hotline, Kentucky State University reaffirms its commitment to fostering a safe, ethical, and supportive environment for its entire community.

Kentucky State University follows a structured process to ensure that all policies are transparent, accessible, and aligned with the University's mission. In accordance with the Policy on Policies, interim policies are posted on kysu.edu
to allow members of the University community to review and provide feedback. This posting period ensures that faculty, staff, students, and stakeholders have the opportunity to share input and identify any concerns before the policy is finalized.

After an interim policy has been posted for 30 days, if no significant feedback requiring changes is received, the policy will be forwarded to the Board of Regents for formal approval. This process balances responsiveness—allowing the University to address immediate needs through interim policies—with accountability and shared governance by ensuring that the Board ultimately reviews and adopts final policy decisions.

**INFORMATION ITEM:**

Interim Policies Notification

**FACTS:**

Kentucky State University follows a structured process to ensure that all policies are transparent, accessible, and aligned with the University's mission. In accordance with the Policy on Policies, interim policies are posted on kysu.edu to allow members of the University community to review and provide feedback. This posting period ensures that faculty, staff, students, and stakeholders have the opportunity to share input and identify any concerns before the policy is finalized.

After an interim policy has been posted for 30 days, if no significant feedback requiring changes is received, the policy will be forwarded to the Board of Regents for formal approval. This process balances responsiveness—allowing the University to address immediate needs through interim policies—with accountability and shared governance by ensuring that the Board ultimately reviews and adopts final policy decisions.