

BOARD OF REGENTS *for* KENTUCKY STATE UNIVERSITY



Meeting of the Board of Regents
Friday, December 5, 2025
10 a.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

Ms. Tammi Dukes (2027)
Mr. Matthew Grimshaw (2030)
Mr. Edward Fields (2026), Staff Regent
Mr. Edward Hatchett, Esq. (2031)
Mr. Jason Moseley (2026)
Dr. Charles Moyer (2027)
Mr. Jonathan Rabinowitz, Esq. (2030)
Mr. Robert Ramsey, Sr. (2028)
Ms. Joan "Toni" Stringer, Esq. (2028)
Dr. James Obielodan (2028)

KENTUCKY STATE UNIVERSITY ELECTED BOARD OFFICERS

Ms. Tammi Dukes, *Chairperson*
Mr. Edward Hatchett, Esq., *Vice Chairperson*

Ms. Nicole Sergent, Esq., *Secretary*
Dr. Heather Bigard, *Treasurer*

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
REGULAR MEETING**

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

**Friday, December 5, 2025
10:00 a.m. EDT**

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

Zoom Link: <https://kysu.zoom.us/>

Webinar ID: _____

One Tap Mobile: US: _____

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|---|---|
| 1. Call to Order | Regent Tammi Dukes
Board Chair |
| 2. Roll Call | Nicole Sergent
General Counsel and
Board Secretary |
| 3. Approval of the Agenda | Chair Dukes |
| 4. Board Items-Approval of 2026 Board Dates | Chair Dukes |
| 5. Consent Agenda | Chair Dukes |
| A. Minutes from Previous Board and Committee Meetings | |
| i. June 27, 2025 Regular Board and Committee Meetings (June 26, 2025) Minutes | |
| ii. August 8, 2025, Regular Board Meeting Minutes | |
| iii. October 9, 2025, Special Called Board Meeting Minutes | |
| B. Approval of Interim Policies) October 9, 2025 | |
| C. Approval of Personal Services Contract - Magellan Learning Solutions, LLC | |
| D. Personal Services Contract – Sway Communications, LLC | |
| E. FY2026-27 Tuition and Fees | |
| F. Approval of the Center for Advancing Digital Engagement, Entrepreneurship, and Transformation | |
| 6. Information Items | |
| A. University Senate Reports | |
| i. Faculty Senate Report | Dr. Patrese A. Nesbitt
Faculty Senate President |
| ii. Staff Senate Report | Mr. Delandual Conwell
Staff Senate President |

iii.	SGA Report	Ms. Cheyenne Rushing SGA President
B.	Office of the President President's Report	Dr. Koffi C. Akakpo President
C.	Academic Feature: School of Nursing	Dr. Mary Ellen Broaddus Nursing Program Administrator
D.	Division of Finance & Administration i. FY2024 and FY2025 Audit Update ii. FY2026 Budget Update iii. President's Expenses July-October iv. Report of Expenditures over \$100,000 July-October	Dr. Heather Bigard Vice President of Finance and Admin. and CFO, Board Treasurer
E.	Capital Planning and Facilities Management Update	Wayne Cowan Director of Capital Planning and Facilities Management
F.	Division of Academic and Student Affairs Academic and Student Affairs Updates	Dr. Michael D. Dailey Provost & Vice President of Academic and Student Affairs
8.	Closing Remarks	Chair Dukes
9.	Adjournment	Chair Dukes

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

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

**Thursday, June 26, 2025
1:00 p.m. EDT**

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

**MINUTES

I. Call To Order

The Committee's Chair, Regent Jason Moseley, called the meeting to order at 1:00 p.m.

II. Roll Call

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

Regent Edward Fields	Present
Regent Jason Moseley, Chair	Present
Regent Robert Ramsey, Sr.	Not Present
Regent Herman Walston, EdD	Not Present
Regent Jonathan Rabinowitz, Esq.	Present
Regent Aury Rios-Alcantara	Present

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

III. Approval of the Agenda

MOTION by Regent Fields:

Move the Committee to approve the agenda of the June 26, 2025, Board of Regents Athletics Committee meeting.

Seconded by Regent Rios-Alcantara and passed without dissent.

IV. Athletics Updates

The University's Athletics Director, Mr. Grant Stepp, presented all agenda items. He began the presentation by showcasing student athlete academic achievements during the Spring 2025 semester. Ms. Jackie Duvall, Associate Athletics Director, also shared student accolades.

V. Athletics Fundraising Initiatives

AD Stepp presented the following Athletics initiatives expected to occur within the next three months.

1. Support the Winners Circle or Thoroughbred Athletics Fund (“TAF”)

AD Stepp explained the Winners Circle and Thoroughbred Athletics Fund (“TAF”), which will create multiple means by which individuals will be able to donate to the Athletics program.

2. Alumni Jacket Campaign

AD Stepp stated this program will allow alumni to connect with student athletes by purchasing them a letterman’s jacket and creating opportunities to bond.

3. Brick Campaign (General, Unrestricted)

This fundraising initiative will foster deepening connections between alumni and the University by allowing alumni to purchase a brick at the Alumni Stadium.

4. Endowment Aspirations

This agenda item was incorporated into the above discussions.

VI. Enrollment Growth Discussion

AD Stepp touched upon enrollment growth, and how the athletics program provides a key opportunity to increase enrollment.

VII. The Powerstop Proposal

AD Stepp presented highlights of the Powerstop Proposal, created to increase revenue and sponsorship while drawing attention to the University’s Athletics program brand.

Regent Dukes inquired into the status of the scoreboard.

Regent Rios-Alcantara requested an update regarding strength and conditioning equipment.

Regent Moseley posed a question regarding the budget and athletics.

Regent Rios-Alcantara requested an update regarding upgrades to the gym and flooring.

VIII. Adjournment

MOTION by Regent Fields:

Move the Board to adjourn.

Seconded and passed without dissent.

The meeting was adjourned at 1:30 p.m.

Submitted by:

Zachary Atwell, Secretary
Board of Regents
Kentucky State University

Regent Jason Moseley, Chair
Board of Regents Athletics Committee
Kentucky State University

_____ Approved with no corrections

_____ Approved with corrections

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

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

**June 26, 2025
9:00 a.m. EDT**

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

**MINUTES

I. Call To Order

The Committee's Chair, Regent Edward Hatchett, Esq., called the meeting to order at 9:01 a.m.

II. Roll Call

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

Regent Edward Hatchett, Esq., Chair	Present
Regent Charles Moyer, PhD, Co-Chair	Present
Regent Jonathan Rabinowitz, Esq.	Present
Regent Robert Ramsey, Sr.	Not Present
Regent Tammi Dukes	Present

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

III. Approval of the Agenda

MOTION by Regent Moyer:

Move the Committee to approve the agenda of the June 26, 2025, meeting of the Finance & Advancement Committee.

Seconded by Regent Dukes and passed without dissent.

IV. Information Items

A. Finance and Administration Updates

This agenda item was presented by Dr. Melissa Hicks, Interim VP and Finance & Administration CFO, who began by presenting a revised FY25 budget. Dr. Hicks

recommended that a special call meeting be held to review the fiscal year 2025 budget versus actual, which will include the June actuals.

Regent Dukes asked when that meeting should be held.

Chair Hatchett inquired why the FY24 actual numbers were blank in the student tuition fees and scholarship section and requested that those numbers be available at tomorrow's full Board meeting.

Next, Dr. Hicks shared the budget to actual report.

Regent Moyer asked how much of the tuition numbers reported by Dr. Hicks relates to international students.

Moving ahead to uncollected Accounts Receivable, Dr. Hicks explained figures and protocols regarding uncollected accounts.

Regent Walston queried whether Dr. Hicks anticipated that the new protocols and procedures for uncollected results would result in a greater number of collections by this time next year.

Regent Dukes inquired into the number of non-payments or uncollectibles over the Fall semester that continued into the Spring semester.

Regent Walston sought clarification regarding the process for dealing with students who agree to a payment plan but do not make timely payments.

Regent Fields queried whether plans are under consideration to hire collectors within the Bursar's office to assist with collecting student accounts, and also asked President Akakpo to explain how individuals "game the system".

Regent Walston asked whether the request to hire additional staff in the Bursar's office during peak times had been incorporated into the budget.

Moving forward, Dr. Hicks reported the FY25 Auxiliaries Budget to Actual through May.

Regent Walston inquired how contracted vendors would be handled if their quality of provided services does not meet the University's expectations.

As to the E&G page of Dr. Hicks' presentation, Chair Hatchett asked Dr. Hicks to explain the gap between the budget to actual figures.

Regent Dukes inquired into accountability measures being taken for those employees who continue to violate purchasing policies and procedures.

Regent Walston queried where the University stands in terms of balancing the budget as we prepare for the new budget and further inquired into the audit status.

Hearing no additional questions Dr. Hicks presented the FY 2026 proposed budget.

Regent Dukes asked whether the projected reserve for uncollectibles was achievable.

Chair Hatchett requested an update from President Akakpo regarding the re-negotiation of long-term debt relative to the new dorm, and how that would help in balancing the budget. He also sought clarification relative to services provided by Sway Communications.

B. Fiscal Year 2023 Audit Findings and Status Update on Fiscal Year 2024 and Fiscal Year 2025 Audits

This agenda item was presented by Dr. Hicks and Mr. Mike Johns, CliftonLarsonAllen (CLA).

Chair Hatchett inquired how the projected audit completion date meshes with the SACSCOC submission timeline.

Mr. Johns continued the presentation, sharing audit highlights, issues detected, and an opinion regarding the 2022-2023 audit. Material weaknesses and significant deficiencies were identified and discussed. He also explained audit timing as well as governance communications.

As to the material weakness and significant deficiencies identified in the audit, Regent Dukes inquired how the issues could be corrected and whether the University has the resources to do so.

C. Internal Audit Status

Ms. Megan Young, CBIZ, presented this item, recapping accomplishments to-date and tasks remaining regarding the 2024-2025 internal audit.

Hearing no questions, Chair Hatchett thanked her for her presentation.

D. Ethics Hotline Reports

Regent Dukes stated that no reports to the Ethics Hotline have been received during the last quarter.

E. Philanthropy Review Report

Mr. Michael DeCourcy, VP, Institutional Advancement & External Relations, and Benefactor Group presented this agenda item. Before the presentation began, Chair Hatchett requested that the meeting time be extended in order to hear Mr. deCourcy's report, and the Committee agreed.

Mr. DeCourcy introduced Kelly Quilter from the Benefactor Group, who shared high-level highlights of the Campaign Planning Study, as well as a summary of findings and recommendations.

F. Institutional Advancement Updates

Due to time constraints, this item was tabled until the August Board retreat and meeting.

G. Kentucky State University Thoroughbreds Foundation, Inc. Board of Trustees

Mr. DeCourcy stated that the Kentucky State University Thoroughbreds Foundation, Inc. Board of Trustees nominees are included in tomorrow's Board materials and will be voted upon during tomorrow's meeting.

Regent Walston sought clarification as to Trustee's term length.

V. Adjournment

MOTION by Regent Moyer:

Move the Committee to adjourn.

Seconded by Regent Dukes and passed without dissent.

The meeting was adjourned at 11:30 a.m.

Submitted by:

Zach Atwell, Secretary
Board of Regents
Kentucky State University

Regent Edward Hatchett Esq., Chair
Finance & Advancement Committee
Board of Regents
Kentucky State University

_____ Approved with no corrections

_____ Approved with corrections

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

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

**Thursday, June 26, 2025
2:00 p.m. EDT**

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

**MINUTES

I. Call To Order

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

II. Roll Call

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

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

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

III. Approval of the Agenda

MOTION by Regent Moseley:

Move the Committee to approve the agenda of the June 26, 2025, meeting of the Student Affairs Committee.
Seconded by Regent Dukes and passed without dissent.

IV. Information Items

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

A. Student Affairs Initiatives

Dr. Mayberry discussed Student Affairs initiatives including SOVA process mapping, Mainstay, and

Marketing, then shared continuing challenges.

Regent Rios-Alcantara asked whether a breakdown of actual costs would be provided on the website in the future.

B. Federal Impact on Student Affairs

Next, Dr. Mayberry addressed the federal impact on Student Affairs, in terms of financial aid and TRIO programs (including Student Support Services and Upward Bound).

C. Enrollment

Dr. Mayberry reported that currently 1,546 first time freshmen students have been admitted and intend to enroll for the Fall 2025 semester, with 334 registered for New Student Orientation (“NSO”). She also shared other enrollment figures including transfer, continuing, international, online, graduate and dual credit student programs.

D. Student Success and Retention

Dr. Mayberry explained ongoing advising and registration efforts as well as summer school enrollment, then touched upon progression towards graduation.

E. Financial Aid Packaging and Billing

Next, Dr. Mayberry discussed Fall 2025 billing and Fall 2025-Spring 2026 financial aid packaging, noting that bills could not be submitted until students had registered and applied for housing. She also addressed how outstanding student balances will be handled in terms of being able to receive housing assignments.

Chair Fields asked whether students with outstanding balances would be notified.

Regent Moseley inquired whether housing assignments were determined on a first-come, first-serve basis.

F. Student Wellness and Experience

Dr. Mayberry provided updates regarding student housing assignments, housing renovation and expansion projects, Fall 2025 student activities, expanded intramural sports offerings, and the Stable Scoop initiative to foster and encourage communication with parents.

Regent Moseley posed a question regarding activities at the old football field.

Regent Walston inquired whether faculty would be involved in upcoming student activities.

Regent Rios-Alcantara asked when incoming students would receive communications regarding billing and payment plans, and a notification that they were cleared to enroll in classes. She also inquired into dorm move-in and advising processes, and when diplomas would be sent to students who graduated in May.

Regent Moseley queried whether Dr. Mayberry had a clear plan in place, and was prepared to execute the plan, regarding students with outstanding balances.

V. Adjournment

Prior to calling for a motion to adjourn, Chair Fields announced that the Executive Committee meeting, scheduled to follow the Student Affairs Committee meeting, was cancelled.

MOTION by Regent Moseley:

Move the Committee to adjourn.

Seconded by Regent Dukes and passed without dissent.

The meeting was adjourned at 2:38 p.m.

Submitted by:

Zach Atwell, Board Secretary
Board of Regents
Kentucky State University

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

_____ Approved with no corrections

_____ Approved with corrections

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

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

**June 26, 2025
11:46 a.m. EDT**

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

MINUTES

I. Call To Order

The Committee's Chair, Regent Herman Walston, EdD, called the meeting to order at 11:46 a.m.

II. Roll Call

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

Regent Herman Walston, EdD, Chair	Present
Regent Charles Moyer, PhD, Co-Chair	Present
Regent Edward Hatchett, Esq.	Present
Regent Edward Fields	Present
Regent Aury Rios-Alcantara	Present

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

III. Approval of the Agenda

MOTION by Regent Fields:

Move the Committee to approve the agenda of the June 26, 2025, regular meeting of the Academic Affairs Committee.

Seconded by Regent Moyer and passed without dissent.

IV. Information Items

All information items were presented by Dr. Michael Dailey, Provost, who began by introducing the University's new Vice-Provost of Academic Affairs, Dr. Nyree McDonald.

A. Status of Online/Virtual Degree Programs

Dr. Dailey discussed the status of the online degree program, including enrollment.

Regent Walston asked whether all online students were in virtual degree programs. Or also included residential students participating in online classes, and whether there was a distinction between graduate and undergraduate online programs. He also inquired into the enrollment figures for the Masters in Social Work program.

Regent Fields sought clarification as to whether the initial online program target enrollment numbers had been met.

Regent Walston queried how students are accounted for in terms of FTE.

Regent Dukes inquired into the online program financials.

Regent Hatchett inquired into the online program cost per credit hour, and how that pricing was calculated.

Regent Moyer asked when fees are collected, and whether this is a model where there are no uncollected fees.

Regent Walston queried why the online program does not have a 100% collection rate.

Regent Moyer inquired whether some of the University's full-time faculty taught in the online program, whether it was in load or overload basis, and if classes are presented synchronously or asynchronously.

Regent Walston asked whether the online program linked students from various states with KSU alumni chapters within their geographic area.

Regent Rios-Alcantara queried whether the summer online program had begun yet and inquired into the course review process.

Regent Walston requested that Dr. Dailey continue to keep the Committee updated relative to the virtual degree programs and status of the online courses.

B. Organizational Charts

Dr. Dailey explained that the updated organizational chart, reflecting the University's reorganized structure, is now available on the University website. [41.25]

C. SACSCOC Update

Vice Provost McDonald and Dr. Tierra Freeman-Taylor joined Dr. Dailey for the SACSCOC Update presentation.

D. Faculty Demographics

Dr. Dailey led a discussion regarding faculty demographics and exceeding expectations under HB4 and increasing faculty interaction with student events.

E. Enrollment Forecast for AY 25-26

To-date, 1,546 first-time freshmen have been admitted, with 334 of those registered and participating in new student orientation. Dr. Dailey also shared current enrollment figures regarding transfer, continuing, and international students.

Regent Rios-Alcantara inquired into the number of remaining new student orientation sessions.

Regent Walston inquired into the summer school enrollment, which Dr. Dailey then discussed, below.

F. Summer School Enrollment Update

Regent Walston inquired as to the number of students who enroll at KSU after attending a summer camp or summer program on campus.

V. Items Recommended for Board Approval

In the interest of time, the following agenda items were deferred until the June 27, 2025, Board of Regents regular meeting.

- A. Tenure and Promotion**
- B. Dual Credit Policy**
- C. Emeritus Faculty Designation**

VI. Adjournment

MOTION by Regent Fields:

Move the Board to adjourn.

Seconded by Regent Rios-Alcantara and passed without dissent.

The meeting was adjourned at 12:51 p.m.

Submitted by:

Zachary Atwell, Secretary
Board of Regents
Kentucky State University

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

Approved with no corrections

Approved with corrections

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

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

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

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

**MINUTES

I. Call To Order

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

II. Roll Call

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

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

Eight (8) Regents were in attendance and present at roll call. A quorum was therefore established.

III. Consent Agenda

A. Minutes from Previous Board and Committee Meetings

- i. January 30, 2025, Academic Affairs Committee Meeting Minutes
- ii. January 30, 2025, Finance & Advancement Committee Meeting Minutes
- iii. January 30, 2025, Student Affairs Committee Meeting Minutes
- iv. January 31, 2025, Board Meeting Minutes
- v. April 28, 2025, Board Meeting Minutes

The Board's Chair, Regent Tammi Dukes, presented this agenda item and requested these items be approved under one vote.

MOTION by Regent Walston:

Move the Board to approve the previous Board and Committee meeting minutes.

Seconded by Regent Moseley and passed without dissent.

IV. Action and Information Items

A. University Senate Reports

i. Faculty Senate Report

This item was presented by Dr. Patrese A. Nesbitt, Faculty Senate President. She presented updates regarding curricula in several academic areas, and explained the newly-approved faculty mentorship program.

Regent Walston inquired into the Master of Social Work program.

Next, Dr. Nesbitt shared Faculty Senate Committee feedback, and discussed Faculty Senate goals for AY25-26, as well as Faculty Senate election results and AY 25-26 meeting dates.

ii. Staff Senate Report

Mr. Delandual Conwell, Staff Senate President, presented this agenda item. In the upcoming year, the Staff Senate would like to offer more work study opportunities for students. Mr. Conwell also discussed several software, app, and web-based initiatives that the staff senate is spearheading. He further reported that the Staff Senate is finishing the documentation on the mentoring program in conjunction with the University's probationary period for new employees and is seeking volunteers to assist with student move-in in August.

iii. SGA Report

Regent Aury Rios-Alcantara, SGA President, presented the SGA report. She introduced the newly elected SGA president and reflected upon her experiences this year as the student Regent. Next, she recapped SGA activities from the past academic year and discussed ongoing student concerns.

B. Office of the President

The University's President, Dr. Koffi Akapo, presented these agenda items.

i. Six Month Report (Information Item)

President Akakpo presented highlights of the Spring 2025 President's Report, presenting accomplishments as well as opportunities for continued growth.

ii. Approval of Board Retreat Meeting (Action Item)

President Akakpo presented this action item. The Board's Secretary also requested that the regularly scheduled August 7 committee meetings be rescheduled to accommodate the

Board Retreat Meeting, and that the Board meetings scheduled for October 10 be rescheduled to 2 pm.

MOTION by Regent Walston:

Move the Board to approve the Board Retreat Meeting schedule to cancel the August 7 committee meetings to instead allow for a full Board retreat August 7 and 8, and to move the meeting time on Oct 10 to 2 pm.

Passed without dissent.

C. Division of Finance and Administration

Prior to the presentations Chair Dukes requested that all action items be approved under one vote at the end of each Divisional presentation.

i. Approval of Revised FY25 Budget (Action Item)

Dr. Melissa Hicks, Interim VP, Finance and Administration, presented this agenda item and explained how the adjusted budget was determined.

Regent Hatchett queried how often a budget can be amended.

ii. Approval of FY 2026 Budget (Action Item)

This agenda item was presented by VP Hicks. She began by reporting the proposed E&G budget and Auxiliaries budget, comparing them to last year's budget. Dr. Hicks also discussed potential cost saving measures.

Regent Moyer requested clarification regarding Dr. Hicks' characterization of the proposed FY26 budget as a "conservative budget".

Regent Moseley posed a question regarding student athlete scholarships.

iii. President's Expense Report (Information Item)

Next, Dr. Hicks presented this agenda item.

Regent Moseley inquired into the status of Hillcrest and whether private funds had been secured to assist with repairs.

Regent Walston sought clarification as to the inhabitability of Hillcrest.

Regent Moyer inquired into the cost to repair Hillcrest.

Regent Dukes requested than an assessment of Hillcrest repair costs be completed and presented at the August Board Retreat.

iv. Report on Expenditures over \$100,000 (Information Item)

Moving forward, Dr. Hicks presented this agenda item.

Regent Moseley posed a question regarding payments to Magellan.

Regent Moyer requested a comparison between the University's cost for online education versus the income generated from it, and whether the program was close to breaking even.

v. Update on Appropriations (Information Item)

This agenda item was presented by Dr. DeAnna Brown, Title III Director. Dr. Brown reported that to-date the University has received one award for HBCU Part B, a slight decrease over what we received over this time last year.

Regent Hatchett inquired into the reason for the decrease and wondered what effect the current federal administration's policies are having upon the University's funding from DC.

Dr. Brown reported that two additional grants, Part F and the HBCU Masters, have been received; however, the Department has not yet been authorized to release those funds.

Regent Walston asked whether these programs were in addition to Title III.

vi. Approval of all FY 2026 Tuition and Fees (Action Item)

Dr. Hicks and Dr. Stephanie Mayberry, Vice Provost, Student Affairs, presented this agenda item.

Regent Rabinowitz posed a question regarding in-state tuition reciprocity for in-coming students from contiguous states, and for Kentucky students attending school in contiguous states.

Regent Moyer inquired into the relationship between fees and the cost of services that are provided by the fee.

Regent Rios-Alcantara inquired into the status of increasing the homecoming fee to provide better homecoming entertainment.

Regent Moseley asked how much of the Activities Fee would go towards athletics.

Regent Fields asked whether the dorm fee was charged annually or per semester.

Regent Fields sought clarification regarding the on-campus meal plan category, "twelve weekly meals with \$500.00".

Regent Rios-Alcantara inquired into the increased housing costs.

Following the presentation, Chair Dukes reiterated all Finance & Administration action items under consideration, then called for a motion.

MOTION by Regent Hatchett:

Move the Board to approve all FY 2026 tuition and fees, and all other F&A agenda action items.

Seconded by Regent Walston and passed without dissent.

D. Division of Academic Affairs

i. PEP Program (Information Item)

This information item was presented by Dr. Michael Dailey, Provost, and Ms. Cathi Smith, Director of Adult Learning and Experiential Education.

Dr. Dailey introduced the Prison Education Program (“PEP”) and turned the presentation over to Ms. Smith. She explained the component and outcomes/goals of the PEP and criteria for the prison selection process, as well as a launch timeline and growth and PEP instruction modality. Ms. Smith also clarified the program’s importance to KSU and the community, then read letters from former program participants.

Regent Fields inquired into the candidate selection process.

Regent Walston posed a question regarding currently incarcerated individuals who had previously completed coursework at KSU and now wish to continue their education.

Regent Rabinowitz asked how the curriculum was decided upon.

ii. Approval of Tenure and Promotion Action (Action Item)

This agenda item was presented by Dr. Dailey.

Regent Walston sought clarification as to the number of candidates under consideration.

iii. Approval of Dual Credit Tuition Policy (Action Item)

This action item was presented by Dr. Dailey.

iv. Approval of Emeritus Faculty Designation (Action Item)

Dr. Dailey presented this agenda item.

Following Dr. Dailey’s presentation, Chair Dukes requested that all Academic Affairs action items (ii, iii, and iv) under consideration be approved under one motion and vote.

MOTION by Regent Fields:

Move the Board to approve the tenure and promotion action, dual credit tuition policy and emeritus faculty designation.

Seconded by Regent Rios-Alcantara and passed without dissent.

Following the approval Regent Walston asked whether there were any available funds in the budget for faculty promotions.

E. Division of Institutional Advancement & External Relations

i. Philanthropy Review Report (Information Item)

This agenda item was presented by Mr. Michael DeCourcy, VP Institutional Advancement and External Relations, and Ms. Kelly Quilter and Ms. AJ Casey, Benefactor Group. Ms. Quilter and Ms. Casey presented findings and recommendations of the Campaign Planning Feasibility Study conducted by Benefactor Group.

Regent Rabinowitz inquired how long it would take to plan an initiative such as the one being described.

ii. Approval of Resolution Endorsing Philanthropy Review Recommendations (Action Item)

VP DeCourcy presented this agenda item.

Following the presentation, Chair Dukes requested that all divisional action items be consolidated and approved under one motion and vote.

iii. Approval of KSUNAA MOU Resolution (Action Item)

This agenda item was presented by VP DeCourcy and Mr. Barry Johnson, KSUNAA President.

Regent Fields inquired into the status of the University's alumni database.

iv. Approval of KSU Thoroughbreds Foundation Inc. Amended MOU (Action Item)

This agenda item was presented by VP DeCourcy.

v. Approval of Resolution Endorsing KSU Thoroughbreds Foundation, Inc. Bylaws and Policies (Action Item)

This agenda item was presented by VP DeCourcy.

vi. Approval of KSU Thoroughbreds Foundation, Inc. Board of Trustees (Action Item)

This agenda item was presented by VP DeCourcy.

Regent Walston and Regent Moseley requested two additional nominations.

Following the conclusion of the action item presentations, Chair Dukes requested that all divisional action items be approved under one motion and vote, then read each item under consideration.

MOTION by Regent Moseley:

Move the Board to approve all items as presented.
Seconded by Regent Rabinowitz and passed without dissent.

F. Office of Human Resources

Chair Dukes asked that all Human Resources action items be approved under one vote and read them into the record. Next, Ms. Kendra Herve, HR Director, presented divisional items (i)-(iii), and AD Grant Stepp presented item (iv).

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

Mr. Grant Stepp, Athletic Director, presented this agenda item.

MOTION by Regent Fields:

Move the Board to approve the pending personnel actions and addendum to the head football coach contract.

Seconded by Regent Walston and passed without dissent.

G. Office of General Counsel

- i. Approval of Viewpoint Neutrality Policy (Action Item)

This agenda item was presented by the University's General Counsel, Mr. Zachary Atwell.

MOTION by Regent Fields:

Move the Board to approve the Viewpoint Neutrality Policy.

Seconded by Regent Rios Alcantara and passed without dissent.

- ii. Update on Policies, Regulations, and Procedures (Information Item)

Attorney Atwell presented this agenda item.

Chair Dukes queried whether the policy, regulation and procedures holders had been identified so they could be responsible for future reviews and updates.

V. Closing Remarks

Chair Dukes thanked Regents Walston and Rios Alcantara for their service to the Board and community and expressed her appreciation to the Regents, President, and community for their leadership and support in building a sustainable future for the University.

VI. Adjournment

MOTION by Regent Walston:

Move the Board to adjourn.

Seconded by Regent Fields and passed without dissent.

The meeting was adjourned at 12:54p.m.

Submitted by:

Secretary
Board of Regents
Kentucky State University

Regent Tammi Dukes, Chair
Board of Regents
Kentucky State University

_____ Approved with no corrections

_____ Approved with corrections

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

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

**Friday, August 8, 2025
10:13 a.m. EDT**

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

MINUTES

I. Call to Order

The Board's Chair, **Regent Tammi Dukes**, called the meeting to order at **10:13 a.m.**

II. Roll Call

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

- Regent Tammi Dukes, Chair – Present
- Regent Edward Fields – Present
- Regent Edward Hatchett – Present (remote connection initially frozen)
- Regent Jason Moseley – Present
- Regent Charles “Charlie” Moyer, PhD – Present (via teleconference)
- Regent Jonathan Rabinowitz – Present
- Regent Robert Ramsey – Present
- Regent Matthew Grimshaw – Present
- Regent Tony Stringer – Present (via teleconference; joined during roll)
- Regent Childs – Present (joined following roll call)
- Regent Obielodan – Present

The Secretary reported that **at least six (6) Regents were present at roll call**, thus establishing a **quorum**. Additional Regents joined the meeting following roll call.

SGA First Vice President **Cheyenne Rushing** was recognized and introduced herself as attending in place of the SGA President.

III. Approval of the Agenda

MOTION by Regent Fields:

Move the Board to approve the agenda of the August 8, 2025, regular meeting of the Board of Regents.

Seconded by [voice vote; no objection noted] and **passed without dissent**.

IV. Information Items

A. SACSCOC Accreditation Update

This agenda item was presented by **Dr. Nuria Cuevas**, Vice President, Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

Dr. Cuevas:

- Reviewed the **history, purpose, and structure** of SACSCOC and its role within the federal–state–accreditor “triad” of higher education oversight.
- Explained that accreditation is **non-governmental, peer-based, and mission-driven**, focused on quality, continuous improvement, and integrity.
- Summarized **board-related accreditation standards**, including:
 - Legal authority and fiduciary responsibility of the Board,
 - Management and disclosure of **conflicts of interest**,
 - Protection from **undue external influence**,
 - Clear distinction between the authority of the Board, the President/CEO, the administration, and the faculty,
 - Regular review of the University’s **mission**,
 - Selection and periodic evaluation of the President/CEO, and
 - Ongoing **Board self-evaluation** of its collective effectiveness.

Dr. Cuevas provided an overview of Kentucky State University’s **current accreditation status**:

- Kentucky State University was first accredited in **1939** and has maintained **continuous accreditation** since.
- The most recent comprehensive reaffirmation review occurred in **2019**.
- In **2023**, financial information reported in the public domain led SACSCOC to open an **inquiry** into possible non-compliance with several financial and governance standards.
- Following review, the SACSCOC Board placed Kentucky State University on **Warning** in December 2023, citing **16 standards**, some of which were core requirements.
- After significant corrective work by the institution, the December 2024 SACSCOC Board review reduced the number of remaining issues from 16 to **five (5)** standards, reflecting **substantial progress**.

- The remaining concerns now focus largely on Kentucky State University's ability to provide **externally audited financial statements** for the most recently completed fiscal year in order to demonstrate fiscal stability, adequate resources, and sound financial processes.

She emphasized that:

- It is her **professional belief** that the institution is moving in the right direction and is likely operating in a fiscally stable fashion.
- However, SACSCOC's Board must have the **completed audits and documentation** before it can act to remove the Warning status.
- If Kentucky State University provides audited financial statements as expected, she is **hopeful** that the SACSCOC Board will be in a position to **remove Warning** at its **December 2025** meeting, though she cannot speak for the Board's final decision.

Dr. Cuevas also:

- Noted that several **governance-related standards** initially cited (e.g., Board oversight and guardrails) were resolved after the Board's reconstitution and adoption of new controls, and those items were removed following the first follow-up review.
- Highlighted Kentucky State University's progress in developing **new academic programs** and the **Prison Education Program**, which are positive indicators of institutional vitality.
- Affirmed that she is in **regular contact** with President Akakpo and the institution's SACSCOC liaison, and that she views Kentucky State University as an institution that is **actively engaged** in the process rather than one that is disengaged.

Board discussion focused on:

- The Board's commitment to ensuring that Kentucky State University not only meets but **exceeds** accreditation standards going forward.
- The impact of **external political and funding pressures** on institutional autonomy and accreditation.
- How SACSCOC collaborates with other accrediting bodies and responds to potential changes in federal regulation.

Dr. Cuevas reiterated that SACSCOC will continue to:

- Maintain its **non-governmental** status while complying with federal recognition requirements.
- Work collaboratively with Kentucky State University as the University completes its financial audits and submits required monitoring reports.

No formal action was taken; this item was **for information only**.

B. Finance and Administration

All Finance and Administration reports were presented by **Dr. Melissa Hicks**, Acting Chief Financial Officer, with additional remarks by **President Koffi Akakpo**.

i. Budget-to-Actual Financial Report

Dr. Hicks presented the **budget-to-actual report** for the fiscal year ending **June 30, 2025**, with data through **July 21, 2025**. Key points included:

- **Education & General (E&G):** Budgeted operating deficit of approximately **\$1.2 million**.
- **Auxiliary Enterprises:** Budgeted surplus of approximately **\$288,000**.
- **Net Result:** Overall budgeted deficit of approximately **\$950,000**.
- Approximately **\$32,000** in tuition was collected between **July 21** and **August 6**.
- Kentucky State University ended the year with a **cash deficit of approximately \$4.7 million**, with total cash of **\$30.6 million** and reserved cash obligations totaling **\$32.3 million**.

Board members requested:

- A **side-by-side comparison** of:
 - FY 2024–2025 actuals, and
 - The approved budget for FY 2025–2026, including **monthly actuals vs. budget and prior-year actuals** to better assess trends in scholarships, operating expenses, and cash flow.

Discussion focused on:

- The need for **stronger cash management**, including more vigilant oversight of expenditures and earlier identification of large unbudgeted items.
- Clarification that some apparent “savings” in instructional and academic support lines were attributable to **vacant positions** rather than structural efficiencies.
- Significant “surprise” expenditures in the prior year, including:
 - A facilities vendor providing preventative maintenance services with invoices totaling **approximately \$1.8 million** annually, and
 - A temporary staffing contract invoicing **approximately \$1 million** that had not been built into the original budget.

President Akakpo:

- Confirmed that he now reviews **all E&G expenditures** and monitors **cash balances twice weekly**.
- Reported that he is moving forward with hiring a **Budget Director** and additional financial staff to improve forecasting and reporting.
- Stated that going forward, significant variances will be brought back to the Board as **mid-year budget adjustments**.

On **scholarships/waivers/write-offs**, Dr. Hicks and President Akakpo clarified that:

- The “scholarship” line includes **institutional scholarships, tuition waivers, and write-offs**.
- An overrun of approximately **\$1.3 million** was driven primarily by:
 - The **contiguous-state tuition** program approved by the Board, which was more heavily utilized than anticipated, and
 - Increased **dual-credit enrollments**, where students pay a reduced per-credit rate that is significantly lower than the University’s standard tuition, requiring the remaining amount to be written off.

Board members stressed the importance of:

- More realistic **scholarship and discount rate projections**, and
- Increased enforcement of **purchasing policies** (e.g., requiring purchase orders and proper approvals prior to incurring obligations), including accountability measures for non-compliance.

ii. FY 2024 Audit Status

Dr. Hicks provided an update on the status of the **FY 2024 financial audit**:

- **Protiviti** (consultant) has provided approximately **70%** of the audit requests from **CliftonLarsonAllen (CLA)** and reports that approximately **72%** of the identified accounting support tasks are either **in progress or complete**.
- As of **August 6, 2025**, CLA has completed roughly **25%** of the audit procedures that can be conducted without a final trial balance, focusing primarily on **single audit** and other compliance-related testing.
- A daily **3–4 p.m. project status meeting** with Protiviti has been established to accelerate resolution of outstanding questions and move workpapers to final form more quickly.

President Akakpo reiterated that:

- The **target goal** is to complete the FY 2024 audit around **September 1, 2025**, although neither Protiviti nor CLA is prepared to commit to a specific date due to the potential for unresolved legacy issues.
- FY 2023 audit delays were driven by serious issues such as **unreconciled bank accounts** and complex **grant accounting corrections**, some of which required Protiviti to reconstruct prior-year balances month-by-month.
- FY 2024 work may still reveal additional complications, but the University is committed to reaching a “**normal**” **audit cycle** as quickly as possible.

On **bank reconciliations**, Dr. Hicks reported that:

- Monthly reconciliations are now being completed on schedule.
- Outstanding items from earlier periods (when reconciliations were not done) remain under review, which is why the relevant mitigation plan items are still shown as **partially implemented**.

The Board also discussed:

- The anticipated repetition of certain FY 2023 audit findings in FY 2024 and FY 2025 while controls are fully implemented and normalized.
- The need to fill key positions (CFO, Budget Director, accounting staff) to sustain improvements.

No action was taken on these reports; they were **for information and discussion**.

C. Title III / HBCU Appropriations Update

This agenda item was presented by **Dr. Brown**, who oversees Title III and related HBCU programs.

Dr. Brown reported that:

- Kentucky State University had previously received notice of an **FY 2026 HBCU Title III Part B award**, but that award has since been **rescinded** for all impacted HBCUs.
- The U.S. Department of Education determined that institutions had submitted **Phase I data** incorrectly and is recalculating awards using the **original data formats** historically requested.
- As of the date of this meeting, Kentucky State University has **not received** updated FY 2026 awards for:
 - HBCU **Title III Part B**,
 - HBCU **Title III Part F**, or

- **HBCU Masters** program (which provides graduate scholarships).

She explained that:

- Under President Akakpo's leadership, Kentucky State University now expends Title III funds on a **grant-year basis**, rather than carrying large unspent balances.
- As a result, the University is effectively operating **grant year to grant year** with Title III support, making the delay in new awards particularly impactful.
- The lack of a current-year HBCU Masters award is already affecting the University's ability to offer **graduate scholarships**, with potential implications for **graduate enrollment**.

Board members inquired about:

- Possible impacts on ongoing programming and staffing.
- Whether any **legislative intervention** (e.g., from the congressional delegation or U.S. senators) might be helpful.

President Akakpo:

- Noted that he has been in frequent contact with federal partners in Washington, D.C., who have consistently expressed support for **HBCUs**.
- Cited prior advocacy efforts that successfully restored certain **1890 scholarship funding**, though institutional allocations remained reduced.
- Indicated that Kentucky State University will continue to **monitor developments** closely and will notify the Board immediately upon receipt of any new awards or guidance.

No action was taken; this was an **information item**.

V. Action Items

A. Capital Planning and Facilities Management

These agenda items were presented by **Mr. Wayne Cowan**, who provided a brief overview of **seven (7)** proposed projects related to **campus walkways, improvements, and miscellaneous repairs**, including a rough budget for work at **Hillcrest** and a recurring **insurance-related cost** partially reimbursed by the State.

The Board had previously discussed these projects in detail during the **Board retreat** on the prior day.

The Chair requested that the Regents consider and vote on the facilities items **as a group** rather than individually.

MOTION by Regent Fields:

Move the Board to approve the Capital Planning and Facilities Management agenda items relating to campus walkway improvements, Hillcrest planning, and miscellaneous repairs and insurance-related projects as presented.

Seconded by **Regent Ramsey** and **passed without dissent**.

B. Academic and Student Affairs – New Academic Programs

This agenda item was presented by **Provost Michael Dailey**.

Provost Dailey requested approval of the following **new academic programs**:

1. **Master of Public Health (MPH)**
2. **Bachelor of Science in Aquatic Science**
3. **Bachelor's in Public Policy**

He explained that:

- The **MPH** aligns with Kentucky State University's vision for a future **Health Sciences building** and will complement existing and emerging health-related programs such as Nursing.
- The **B.S. in Aquatic Science** leverages the University's long-standing strengths in **Aquaculture and Aquatic Sciences**, building on the work of the School of Aquaculture and Aquatic Science and the Aquaculture Research Center.
- The **Public Policy** degree will prepare students for careers in public service, policy analysis, and leadership in governmental and non-governmental organizations.

These proposals were discussed in detail during the Board retreat.

MOTION by Regent Grimshaw:

Move the Board to approve the proposed **Master of Public Health, Bachelor of Science in Aquatic Science**, and **Bachelor's in Public Policy** programs.

Seconded by **Regent Hatchett** and **passed without dissent**.

C. Governance – Policy Framework and Interim Policies

This agenda item was presented by **Mr. Decourcy**, Co-Chair of the University's Policy Committee.

Mr. Decourcy reported that:

- At a prior meeting, the Board reviewed a new **Policy on Policies, Regulations, and Procedures** and an accompanying framework encompassing **114 interim policies**.
- In accordance with University policy, the draft policy framework was posted for a **30-day comment period**, during which it was reviewed by at least two separate departments.
- **No comments or objections** were received during the comment period.

The Policy Committee requested Board approval of:

1. The **Policy on Policies, Regulations, and Procedures**, and
2. The full set of associated **interim policies and policy framework**.

MOTION by Regent Fields:

Move the Board to approve the **Policy on Policies, Regulations and Procedures** and the interim policies and framework established by the Policy Committee.

Seconded by **Regent Childs** and **passed without dissent**.

VI. Closing Remarks

In closing, **Chair Dukes**:

- Thanked the Regents and University leadership for their **time, service, and active participation**, noting the Board's critical role in guiding Kentucky State University "onward and upward" in service to its students and stakeholders.
- Welcomed and recognized new Regents **Grimshaw, Stringer, Childs, and Obielodan**, expressing appreciation for their willingness to serve and optimism about the work ahead.
- Noted that the meeting coincided with **first-year student move-in day**, encouraging everyone to **match students' energy and enthusiasm** for the coming academic year.
- Expressed confidence in the University's continued progress toward **completing its financial audits through FY 2025** and addressing the remaining SACSCOC standards.
- Extended special birthday wishes to **Regent Edward Hatchett**, recognizing his **58th birthday** during the meeting.

VII. Adjournment

MOTION by Regent Fields:

Move the Board to adjourn.

Seconded by **Regent Obielodan** and **passed without dissent**.

The meeting was adjourned at **12:11 p.m. EDT.**

Submitted by:

Secretary

Board of Regents

Kentucky State University

Regent Tammi Dukes, Chair

Board of Regents

Kentucky State University

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

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

**Thursday, October 9, 2025
2:08 p.m. EDT**

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

MINUTES

CONVENING OF THE MEETING

The Board of Regents of Kentucky State University (the “Board”) held a **special called meeting** on Thursday, October 9, 2025, in the Julian Carroll Academic Services Building, Second Floor Board Room, on the campus of Kentucky State University in Frankfort, Kentucky. Some Regents participated via videoconference consistent with the Kentucky Open Meetings Act.

Chair **Regent Tammi Dukes** called the meeting to order at **2:08 p.m. Eastern Daylight Time**. She noted that the meeting date had originally been scheduled for October 10, 2025, but was moved up one day to accommodate Homecoming activities and President Akakpo’s commitments. Chair Dukes thanked the Regents for their flexibility.

Because this was a special called meeting, Chair Dukes emphasized that the Board would act only on items listed on the published agenda. Any additional topics would be tabled until the next regular meeting.

ROLL CALL

Acting Secretary **Michael DeCourcy** called the roll.

Regents Present

- **Regent Tammi Dukes, Chair**
- **Regent Edward Hatchett, Jr.**
- **Regent Dr. Charles Moyer**

- **Regent Dontrell Childs**
- **Regent Edward Fields**
- **Regent Dr. James Obielodan**
- **Regent Jason Moseley**
- **Regent Jonathan Rabinowitz**
- **Regent Robert Ramsey, Sr.**
- **Regent Joan “Toni” Stringer**
- **Regent Matthew Grimshaw** (via videoconference)

A quorum was declared present. Acting Secretary DeCourcy noted that **all eleven Regents** were in attendance, which had not occurred in many years due to vacancy.

Also present were **President Dr. Koffi C. Akakpo**, members of the President’s Cabinet (including **Provost & Vice President for Academic and Student Affairs Dr. Michael Dailey**; **Vice President for Information Technology/Special Assistant to the President Dr. Wendy Dixie**; **Vice President for Institutional Advancement and External Relations Michael DeCourcy**; **Vice President for Finance and Administration/Chief Financial Officer Dr. Heather Bigard**; and **General Counsel Attorney Nicole Sergeant**), along with additional administrators, faculty, staff, students, and guests.

APPROVAL OF THE AGENDA

Action Item

Chair Dukes requested a motion to approve the agenda for the special called meeting.

- **Motion:** Regent Joan “Toni” Stringer
- **Second:** Regent Robert Ramsey

The motion to approve the agenda **carried unanimously** by voice vote.

ADMINISTRATION OF OATH OF OFFICE – NEW REGENTS

Chair Dukes introduced newly appointed Regents **Joan “Toni” Stringer** and **Dr. James Obielodan**, who joined the meeting in person and on camera.

Acting Secretary **Michael DeCourcy** administered the **oath of office** to Regents Stringer and Obielodan. Both Regents solemnly swore to support the Constitutions of the United States and the Commonwealth of Kentucky, to faithfully execute the duties of a Kentucky State University Regent according to law, and to affirm they had not participated in dueling activity as described in the Kentucky Constitution.

Chair Dukes congratulated the new Regents on their official swearing-in.

BOARD COMMITTEE ASSIGNMENTS & EXECUTIVE COMMITTEE

Chair Dukes led a discussion regarding **committee assignments** for the Board's standing committees: Finance and Advancement; Academic Affairs; Athletics; and Student Affairs. She noted her goal of ensuring that each Regent serves on at least two committees, while also being mindful of members' schedules, responsibilities, and the fact that committee meetings are typically grouped on the same day.

Committee assignments confirmed or proposed during the meeting included:

- **Finance and Advancement Committee**
 - Chair: **Regent Dr. Charles Moyer**
 - Vice Chair: **Regent Edward Hatchett**
 - Additional membership to be finalized following further consultation and expressions of interest.
- **Academic Affairs Committee**
 - Chair: **Regent Dr. James Obielodan** (as recommended by Chair Dukes and accepted by Regent Obielodan)
 - Vice Chair: **Regent Dr. Charles Moyer** (who volunteered to serve)
 - Additional members invited to express interest.
- **Athletics Committee**
 - Chair: **Regent Jason Moseley** (continuing)
 - Vice Chair: **Regent Jonathan Rabinowitz** (continuing)
 - **Regent Matthew Grimshaw** volunteered to join the committee.
 - Other Regents may also continue or join, as appropriate.
- **Student Affairs Committee**
 - Chair: **Regent Edward Fields** (at Chair Dukes's request)
 - Vice Chair: **Regent Robert Ramsey** (who agreed to serve)
 - Additional members, including Regent Stringer, expressed interest.

Chair Dukes stated that a **follow-up summary** of assignments would be distributed, and Regents would have an opportunity to volunteer for additional committees.

Per the Board's governing documents (the "Gold Book"), the **Executive Committee** is composed of the Board Chair and Vice Chair, along with the chairs of the standing committees. Accordingly, the Executive Committee will consist of:

- **Chair:** Regent **Tammi Dukes**
- **Vice Chair:** Regent **Edward Hatchett**
- **Finance and Advancement Chair:** Regent **Dr. Charles Moyer**
- **Academic Affairs Chair:** Regent **Dr. James Obielodan**
- **Athletics Chair:** Regent **Jason Moseley**
- **Student Affairs Chair:** Regent **Edward Fields**

Chair Dukes confirmed that these assignments will guide Executive Committee membership.

SHARED GOVERNANCE REPORTS

Faculty Senate Report – Dr. Patrice Nesbitt, President of Faculty Senate

Dr. **Patrice Nesbitt** provided an update on Faculty Senate activities and priorities:

- Recognized members of the Senate Executive Committee (including Dr. Obielodan) and emphasized that "a leader is only as strong as their team."
- Thanked **Dr. Freeman** for her critical support in the **CPE/SACSCOC** process, particularly in coordinating dates, documentation, and compliance measures.
- Reported on committee structure and challenges in appointing committee chairs due to policy requirements that chairs must be Senators who have completed at least one year of service.
- Emphasized the importance of **Curriculum** and **Professional Concerns** Committees and noted that Curriculum Committee membership is currently full.
- Reiterated that **committee participation is essential to shared governance** and is an expectation in faculty contracts.
- Reminded faculty that new courses and course revisions must follow the established approval process, including Chair and Dean signatures, or they will be returned.
- Updated the Board on the status of the **Faculty Handbook**, which has been shared with Senators for distribution to their departments.
- Discussed ongoing and planned **professional development** topics (including Canvas training and classroom management/safety) and acknowledged student and faculty concerns regarding campus climate and safety.
- Indicated plans to move Senate meeting times to **Tuesdays or Thursdays from 11 a.m. to 1 p.m.** to improve attendance and participation.

Regents thanked Dr. Nesbitt for her leadership and for strengthening shared governance.

Staff Senate Report – Mr. Conwell, Staff Senate President

Staff Senate President **Mr. Conwell** welcomed Regents, faculty, staff, students, and friends to campus and Homecoming. Highlights of his report included:

- Launch of **“BanTrack”**, a student work-study initiative in partnership with Information Technology, in which students visit offices across campus to document and standardize Banner-related business processes, ultimately creating a **comprehensive staff operations manual** (both print and electronic).
- Preparation of a **Staff Senate newsletter**, targeted for release in October, and continued promotion of the **campus/community cookbook** project.
- Development of a **mentor program for new employees**, pairing new staff with experienced employees for approximately six months, with anonymous student-led surveys to provide feedback on the onboarding experience.
- Promotion of an anonymous **online channel for encouragement and feedback** about staff, faculty, and campus operations, with summarized input shared with senior leadership.
- Exploration of **surplus technology sales**, allowing faculty and staff to purchase older surplus laptops and other equipment for personal or campus use, in compliance with state surplus property policies. Discussions are underway with **Dr. Dixie** and University Counsel to ensure full adherence to applicable regulations.
- Interest in leveraging internal expertise for **professional development**, drawing upon university faculty and staff who already teach or train in relevant areas, to support employee growth and wellness.
- Plans for a **monthly staff luncheon** to build community and morale.
- A concept for bringing **small farmers and the university’s own agricultural producers** to campus a few times a year for on-campus sales to faculty and staff, thereby expanding the economic impact of Kentucky State’s agricultural and extension programs.
- A proposed **“history walk”** that would place interpretive posters and displays throughout campus, inviting faculty, staff, students, alumni, and community members to learn about Kentucky State’s history and potentially encourage prospective students to apply and enroll.

Regents commended the Staff Senate for its creativity and alignment with the university’s mission and HBCU identity. Questions were raised about surplus sales and compliance with state policy; Mr. Conwell confirmed that those issues are being carefully vetted with IT leadership and legal counsel.

Student Government Association (SGA) Report – Regent Dontrell Childs, SGA President

Student Regent and SGA President **Dontrell Childs** delivered a detailed report on SGA priorities, committees, and new initiatives:

- **Academic Committee** – Aims to raise the overall campus GPA to **2.8–3.0** by:
 - Partnering with organizations and academic departments to expand tutoring and mentoring.
 - Hosting study workshops and pre-class planning sessions with advisors.
 - Helping students connect with additional scholarship opportunities.
- **Social Media Committee** – Focused on:
 - Increasing visibility of SGA efforts.
 - Creating engaging student-driven content that reflects campus life.
 - Branding the campus through student voice and storytelling.
- **Community Service Committee** – Working to:
 - Develop new student service projects and partnerships with local schools and non-profits.
 - Encourage student-led service ideas and ongoing service commitments.
 - Launch a mentorship initiative with local schools, including a developing program with **Crawford Middle School in Lexington**, where Kentucky State students mentor youth who may have never traveled outside their city.
- **Food Committee** – In light of a new food service provider, **Southern Foods**, this committee:
 - Serves as a student voice on dining quality and menu variety.
 - Plans a campus-wide survey on dining preferences and dietary needs (e.g., vegetarian, non-pork, allergy-sensitive options).
 - Is working to schedule a meeting with dining management to present feedback.
- **Culture Committee** – Dedicated to:
 - Highlighting campus heritage, culture, and the HBCU family atmosphere.
 - Bridging connections among international, nontraditional, and domestic students.
 - Emphasizing that **all students are part of one Kentucky State family** regardless of background or identity.
- **Housing Committee** – Collaborating with Residence Life staff and RAs to:
 - Identify and track needed residence hall improvements.

- Provide timely information to the President and administration about facilities issues.
- Gather student feedback on amenities and community spaces, including the desire for recreational spaces and game rooms in more residence halls.
- **Food Truck Fridays** – A popular new initiative:
 - Brings rotating food trucks to campus every other Friday from 12–2 p.m.
 - Raises funds for SGA through a 10% vendor revenue contribution in lieu of a vendor fee.
 - Will resume in the spring semester after Spring Break. SGA is actively seeking additional truck partners.
- **Fundraising** – SGA is pursuing:
 - Bake sales, popcorn sales, and other small ventures to diversify funding sources and reduce reliance on university funds.
- **Town Hall Redesign & Communication** –
 - SGA is piloting a **survey-based Town Hall model**: students submit concerns in advance; SGA and the President work on solutions; and Town Halls focus on reporting back with actions and progress.
 - If a concern does not yet have a solution, SGA will be transparent about ongoing efforts.
- **Student Government Elections & Transparency** –
 - This year SGA shifted from fully online voting to **in-person balloting**, which was well received.
 - After voting closed, SGA live-streamed the **ballot counting** on social media to demonstrate fairness and transparency.

Regents praised SGA’s robust agenda and thoughtful approach. In discussion, Regent Childs and Regents explored avenues to:

- Connect the **community service committee** with development and alumni initiatives.
- Coordinate **trunk-or-treat** and other community events (e.g., October 28 in the Alumni Stadium parking lot).
- Align **tutoring and mentoring** with early alerts and academic support strategies, while respecting student privacy and avoiding stigmatization.

- Create a “**scholarship fair**” where students complete multiple scholarship applications on the spot with staff support—a concept Regent Childs is actively pursuing with university staff.

DIVISION OF INSTITUTIONAL ADVANCEMENT & EXTERNAL RELATIONS

Planned Giving Presentation – Ben Smith

Vice President **Michael DeCourcy** introduced **Mr. Ben Smith**, a planned giving consultant and Georgetown resident with extensive experience in financial services and charitable planning (including work with national nonprofits and universities). Mr. Smith, a Kentucky native, noted his long familiarity with Kentucky State and expressed appreciation for the Board’s work on behalf of the university and the city of Frankfort.

Mr. Smith’s “**Legacy Planning**” overview included:

- The distinction between **knowing** about charitable planning tools and **actually implementing** them.
- The concept of **legacy** as leaving “footprints” that endure beyond one’s lifetime.
- The idea that many people regret what they **did not do** more than what they did, especially regarding philanthropy and planning for their families.

He outlined several planned giving strategies that can benefit both donors and Kentucky State, including:

- **Bequests in wills and trusts** – Encouraging individuals to include the university in their estate plans, sometimes in small percentages that can still yield meaningful support.
- **Gifts of non-cash assets** – Such as stocks, real estate, business interests, jewelry, antiques, vehicles, life insurance policies, IRAs, and farms, which may offer tax advantages and avoid capital gains.
- **Charitable Lead Trusts** – Where income goes to the university for a set term, after which the asset passes to heirs.
- **Charitable Remainder Trusts and Gift Annuities** – Where donors receive income for life (or a term of years) and the remainder goes to the university upon their death.
- **Qualified Charitable Distributions from IRAs** – Direct gifts from IRAs to the university that may avoid income tax.

Mr. Smith emphasized that:

- There is a **significant intergenerational transfer of wealth** underway nationally, and Kentucky State should position itself to participate by fostering conversations about

legacy.

- Many estate planning attorneys do not automatically raise charitable options unless the client does, so the university can play a constructive role in encouraging supporters to consider planned gifts.
- Focusing on both **current giving and planned giving** tends to increase overall philanthropy, as donors feel more invested in the institution's long-term success.

Mr. Smith encouraged Regents to consider their own **planned gifts**—however modest—as a way to “lead from the front” and serve as examples for faculty, staff, alumni, and community supporters. He offered to consult with interested Regents, faculty, staff, and friends **at no charge**, while noting that he does not draft legal documents and would defer to the university's and donors' legal counsel.

The Board thanked Mr. Smith for his presentation and for volunteering his expertise to support Kentucky State's fundraising and legacy planning efforts.

“WHAT'S GREAT AT KENTUCKY STATE” SERIES

College of Agriculture, Health, and Natural Resources – Apiculture Program

Presenters: Dr. Marcus Bernard, Dr. Thomas Webster, and Joni Nelson

Dean **Dr. Marcus Bernard** introduced the College of Agriculture, Health, and Natural Resources (CAHNR) segment of the “What's Great at Kentucky State” series, focusing on the university's rapidly expanding **apiculture (honey bee) and pollinator program**. He noted that:

- The college is home to a **strong and growing bee research and extension program** that complements Kentucky State's nationally recognized aquaculture and pawpaw programs.
- The program is supported by a dedicated team whose combined service to Kentucky State exceeds **50 years**, including **Dr. Thomas Webster** (research), **Joni Nelson** (extension), and **Dr. Kristin Conrad** (native pollinators).

Dr. Thomas Webster provided an overview of the **honey bee research program**, highlighting:

- The **critical role of honey bees** in pollinating fruits, vegetables, and forage crops (such as pumpkins, berries, cucumbers, apples, pears, and alfalfa). He underscored that many foods and animal products (including dairy and Kentucky's equine sector) depend indirectly on honey bee pollination.
- The serious challenges facing bees, particularly **viruses transmitted by the Varroa mite**, a parasitic pest that has contributed to significant winter hive losses among commercial beekeepers nationwide.

- Collaborative research with **Dr. Huang**, a new faculty member, who has submitted a USDA NIFA grant to explore innovative approaches for controlling bee viruses.
- Partnerships with **computer science graduate students** using an **electronic nose** and other technologies to monitor hive health.
- The presence of **four apiary locations near Frankfort**, with approximately **54 hives** managed by Kentucky State, along with additional research and demonstration sites.

Joni Nelson, Extension Specialist, described extensive **statewide outreach** and grant-funded support:

- Kentucky State administers **Beginning Beekeeper Grants** through a small farm grant program funded by the **Kentucky Agricultural Development Board (KADF)** and tobacco settlement funds.
- The university has provided approximately **\$61,000** in beginning beekeeper grants and, through the broader **Small-Scale Farm Grant** program, has distributed about **\$5.1 million** to small farmers in **115 counties** across Kentucky.
- Kentucky State's **Bee School** is held annually in March in Bradford Hall and is open to students and beekeepers at all levels, offering workshops on hive management, diseases, and pollinator habitat.
- The university operates a **mobile autoclave unit**—likely one of a kind in the United States—that sterilizes beekeeping equipment free of charge for Kentucky beekeepers. The unit is clearly marked with Kentucky State branding and travels statewide to help producers eradicate pathogens and parasites from equipment.

Dr. Kristin Conrad (acknowledged in the presentation) leads efforts focused on **native pollinators**, including:

- Habitat restoration and native plantings on rights-of-way and other lands in partnership with **Columbia Gas, NYSORCS, and Roundstone Native Seed**.
- Educational workshops on the diversity and importance of native bees to agricultural and natural ecosystems.

During discussion, Regents:

- Praised the apiculture program's impact on **farmers, the agricultural economy, and environmental sustainability**.
- Encouraged Kentucky State to continue exploring **applied doctoral programs**—particularly at the intersection of agriculture, health, and engineering—with potential focus areas such as **bee products with medicinal properties** (e.g., anti-inflammatory, anti-diabetic, or anti-cancer applications).

- Discussed anecdotal reports of bee venom therapy and local honey for allergies and noted the need for **rigorous medical research** and collaboration with the **School of Nursing and health sciences** to study such claims responsibly.

Dr. Webster noted that Kentucky State likely has **more bee-related activity than all other Kentucky institutions combined** and that the university is often the only institution represented at beekeeper meetings. He welcomed the Board’s support for expansion of research and graduate programs in this area.

To conclude the presentation, Dr. Bernard and the team shared **jars of honey produced from Kentucky State hives** as a “parting gift,” noting that the honey is typically reserved for collaborators, landowners who host hives, and others who support the program.

ACADEMIC AFFAIRS AND ENROLLMENT MANAGEMENT UPDATE

Presenters: Provost Dr. Michael Dailey; Dr. Stephanie Mayberry, Vice Provost of Student Affairs; and Ms. Jameelah Means, Director of Admissions

Provost **Dr. Michael Dailey** framed the update by emphasizing that **enrollment, retention, and graduation** are intertwined and **shared responsibilities** across the university. He noted that President Akakpo has set a clear goal of reaching **3,000 students**, with a longer-term target of **3,500 students by Fall 2026**, and that student success must be driven by collaboration among Academic Affairs, Student Affairs, Enrollment Management, Financial Aid, the Bursar’s Office, and campus life.

Enrollment Funnel and First-Time Freshmen/Transfers

Dr. Dailey and Dr. Mayberry, presented a snapshot of Fall 2025 enrollment:

- The university admitted a robust pool of **first-time freshmen and transfer students**, of whom more than **600 enrolled**, contributing significantly to overall headcount.
- An updated **enrollment funnel** now tracks prospective students from **name purchases** through application, completed application, intent to enroll, orientation, and final registration.
- A weekly **Enrollment Management Team** meeting—co-led by Dr. Dailey and Dr. Mayberry and including Deans, Department Chairs, Student Success, Student Affairs, Admissions, Career Services, Adult Education, Transfer and International staff, and Dual Credit—coordinates recruitment and retention strategies and works to eliminate duplication of effort.

Ms. Jameelah Means, Director of Admissions, described aggressive recruitment tactics at the top of the funnel:

- Increased participation in **college fairs, high school visits, and community events** within Kentucky and in key out-of-state markets.
- A recent **Detroit initiative** during the Classic, where staff conducted on-the-spot admissions at area high schools, resulting in **148 students being admitted immediately**.
- Use of **iPads and QR codes** at recruitment events, enabling students to complete the application in about five minutes and receive rapid admissions decisions when credentials are available.
- Implementation of **direct admission criteria**, allowing staff to admit qualified students immediately upon reviewing transcripts and test scores.

Dr. Dailey noted that:

- As of the fall census, Kentucky State’s total enrollment is just under **2,900 students**, with **continued growth expected** through the late-start online “C term.”
- The university’s **online programs** operate in three terms (A, B, and C) each semester, with C-term students scheduled to begin October 20. Enrollment additions from the C term are expected to help the university **cross the 3,000-student threshold** later in the fall.

Ten-Year Enrollment Trends and Program Highlights

Dr. Mayberry shared a **10-year enrollment trend**:

- Total headcount has fluctuated historically, with periods of growth followed by decline.
- Over the past **three years**, under President Akakpo’s intentional enrollment strategy, the university has experienced **steady year-over-year growth** instead of the previous “roller coaster” pattern.

She identified Kentucky State’s **top undergraduate programs** by enrollment:

- Nursing
- Business Administration
- Agriculture, Food, and Environment
- Psychology
- Computer Science

She also highlighted **strong graduate programs**, including:

- Environmental Studies
- Doctor of Nursing Practice (DNP)
- Master of Business Administration (MBA)

Many of these programs benefit from **targeted scholarships**, such as the 1890 Scholarship (for agriculture and STEM), HBCU Masters awards, and the CHI Saint Joseph Hospital nursing scholarship.

Retention, Predictive Analytics, and Student Success

Addressing **retention**, Dr. Mayberry reported:

- Kentucky State’s retention rate, while improving, is not yet at the **aspirational target of 90%**.
- The university is participating in projects with the **Center for Education Policy Research at Harvard** and **Complete College America**, in partnership with DataKind, to analyze patterns and identify drivers of student persistence.
- Preliminary analysis shows that students who earn **25 or more credit hours in their first year** are significantly more likely to be retained. This finding informs early interventions, course loads, and advising strategies.
- President Akakpo has personally met with the **entire freshman class** to discuss expectations, supports, and the importance of fully engaging in their studies.

Additional retention strategies include:

- Development of academic pathways to support “**15 to Finish**”, encouraging students to enroll in at least 15 credit hours per semester where feasible.
- Expanded **professional advising**, particularly for students with 70+ credit hours who are nearing graduation, to ensure a clear route to completion.
- A reimagined **early alert system** to identify students struggling academically or facing personal challenges, with coordinated outreach from Student Success, Residence Life, TRIO, and other offices.
- A **homegrown early alert solution** being used while the university evaluates a new enterprise platform.

Regents asked detailed questions about:

- Tracking **attrition** by month and semester.
- The percentage of students departing due to **financial versus academic reasons**.
- Strategies for re-engaging former students with low GPAs, including **academic bankruptcy** options and partnerships with community colleges for temporary enrollment until they are ready to return.

Dr. Mayberry responded that:

- A substantial portion of non-returning freshmen cite **financial hardship**, especially among out-of-state students.

- Many returning students who stop out in spring cannot register because of unpaid balances.
- The university is exploring **unmet-need scholarships** and external scholarship support to keep more students enrolled.
- For students with very low GPAs, Kentucky State sometimes coordinates with partner institutions (e.g., community colleges) where they can improve academic standing before returning.

Regent Childs reiterated students' interest in a “**scholarship fair**” where staff help them identify and apply for multiple scholarships in one sitting. Dr. Mayberry confirmed that collaboration with scholarship coordinators (including Thurgood Marshall and 1890-related programs) is underway to support this concept.

Graduate Education and Online Programs

Dr. Dailey reported strong growth in **graduate enrollment**, particularly in online programs:

- As of late September, Kentucky State enrolled approximately **400 graduate students**, including about **100 in the university's online programs**.
- Approximately **51% of the online graduate students are in the MBA program**.
- The university has launched or revitalized multiple graduate programs in the past year, including **MBA, Environmental Studies, Criminal Justice, Social Work (BSW and MSW), and upcoming public health/allied health programs**.

He summarized Kentucky State's **online growth**:

- Prior to the launch of the new online initiative, the university had **74 online students**.
- After launching in Fall 2024, online enrollment rose to **147 students**.
- As of this fall, online enrollment stands at **493 students**, representing roughly a **500% increase** in one year.

Dr. Dailey explained that:

- Kentucky State **does not use a revenue-sharing model** with its online services partner. Instead, the university pays for services up front, and all tuition revenue flows back to Kentucky State.
- Most online instruction is currently delivered by **adjunct faculty**, including some Kentucky State faculty who teach online for additional compensation.
- The university anticipates reaching its **break-even point in year three** of the online initiative, after which it will gradually shift from a 90/10 reinvestment model to 80/20 (and potentially 70/30) between program reinvestment and general university support, based on sustained growth.

Regents inquired about **net revenue** from online versus on-campus programs. Dr. Dailey and Dr. Bigard indicated that detailed net revenue comparisons will be developed as part of the enhanced financial reporting framework and shared with the Board at a future meeting.

In-State vs. Out-of-State Recruitment and International Students

Dr. Mayberry presented data showing:

- A **significant shift toward in-state enrollment** for first-time freshmen: approximately **52% in-state and 48% out-of-state**, compared to a previous mix of roughly 35% in-state and 65% out-of-state.
- Kentucky's **border states and Michigan** remain important out-of-state markets, supported by targeted recruitment travel and relationships with school districts.

Regarding **international students**, Dr. Mayberry noted:

- The university currently enrolls **199 international students**.
- Additional students—particularly from **China**—have received admissions offers and I-20s but have deferred or been delayed due to visa processes and federal factors, including the potential impact of a federal government shutdown.
- Historically strong source countries include **Nepal, Nigeria, Ghana, and The Bahamas**, with new efforts underway to deepen partnerships with **The Bahamas and Puerto Rico**.

Regent Childs emphasized the importance of expanding recruitment from **The Bahamas**, noting that Kentucky State's HBCU culture is attractive to Bahamian students and that other institutions (e.g., Central State) have successfully recruited large cohorts. Dr. Dailey and President Akakpo indicated that:

- The university has existing relationships with Bahamian education officials, and recruitment efforts are ongoing.
- Further collaboration among Enrollment Management, International Affairs, and Student Affairs will continue to build this pipeline and ensure strong support for Bahamian and other international students on campus.

STUDENT ACCOUNTS AND FINANCIAL AID – FALL 2025 BALANCES

Dr. Mayberry provided a detailed update on **student account balances** for the Fall 2025 term:

- As of the most recent report, the university had **collected approximately \$10,961,256.26** in student payments.
- Outstanding student balances totaled approximately **\$5,650,488.79**, prior to the application of certain aid and pending transactions.

She noted that this figure will decline as:

- Remaining **scholarships and grants** from multiple sources are applied, including:
 - 1890 and National 1890 scholarships
 - Thoroughbred Foundation endowments
 - HBCU Masters and Rosen scholarships
 - CHI nursing scholarships
 - Dual credit scholarships
 - Graduate assistantships
- Approximately **\$1 million** in balances are already covered by **payment plans** in which students are actively making installments.
- Approximately **\$372,000** in **anticipated aid** (including federal work-study and Parent PLUS/alternative loans) will be disbursed as eligibility is confirmed.

After these adjustments, the university anticipates an ultimate outstanding balance of about **\$2.7 million** for the term. By comparison, at the end of the prior year the university recorded approximately **\$1.9 million** in uncollected student receivables, but with significantly **fewer students enrolled**. The average per-student balance has decreased from roughly \$3,500 in the prior year to approximately \$2,500 this year.

Dr. Mayberry explained:

- For **residential students**, the university implemented a policy requiring payment or an approved plan prior to **move-in**, which has proven effective in reducing unpaid balances.
- For **commuter students**, similar steps will be implemented prior to spring registration, including possible **“lockout” holds after midterm** for students who have not engaged in payment or aid processes but remain actively enrolled.
- The university will continue to **drop students** who have not attended class, have made no payments, and have no aid in process, to avoid carrying balances for individuals who did not truly matriculate.

President Akakpo noted that an anonymous alumnus recently donated **\$21,000** to pay off selected student balances, and the recipients have been notified. He expressed gratitude for the gift and framed it as an example of how external support can directly impact student retention.

Regents encouraged continued efforts to:

- Proactively **guide students through scholarship applications**, rather than waiting for them to seek help.
- Use **data and communication** strategically to prevent students from being surprised by balances that later interrupt their enrollment.

DIVISION OF FINANCE AND ADMINISTRATION

Financial Update and FY 2024 Audit – Dr. Heather Bigard, Vice President for Finance and Administration/CFO

Vice President and Chief Financial Officer **Dr. Heather Bigard** presented an early **financial update** and an overview of the **FY 2024 audit status**, noting that she is in her **fifth week** in the role.

FY 2024 Audit

- Dr. Bigard has met with the external auditors, **CliftonLarsonAllen (CLA)**, and with **Protiviti**, which has been assisting the university in preparing workpapers and documentation.
- The audit team has expressed confidence that, assuming continued progress at the current pace, they can deliver the **FY 2024 financial statements and audit** in advance of **Thanksgiving 2025**.
- This timeline would allow the Board to hold a **special meeting** to receive and act on the audit prior to submission to SACSCOC and other oversight bodies.
- The primary external risk to the timeline is a potential **federal government shutdown**, which could temporarily limit access to certain confirmation data used in audit testing.

Following completion of the 2024 audit, the university will move directly into the **FY 2025 audit** cycle, with Finance staff assuming a greater share of the work previously performed by outside consultants.

FY 2025–26 Budget and Reporting Enhancements

Dr. Bigard described efforts to strengthen **financial reporting and transparency**:

- The current monthly budget report format is aligned with **CPE requirements**, but it aggregates certain items (such as the full student receivables balance) in ways that are not standard in internal budget presentations.
- The Finance team is working to produce **comprehensive quarterly financial statements**, including:
 - Budget-to-actual operating statements
 - Balance sheet
 - Statement of cash flows
 - Consolidated reporting of **Education and General, grants, and auxiliary** operations.

Highlights from early FY 2025–26 trends (as of the August report) included:

- **Revenue** trending slightly **ahead** of the prior year (approximately **\$9.8 million** at that early point).
- **Expenditures** trending **below** the prior year (approximately **\$7.0 million** vs. \$8.6 million), reflecting tighter internal controls and the paced release of budget authority.
- **Auxiliary net revenue** temporarily behind prior-year levels due to timing differences and reclassification of certain expenses (including online program costs and audit fees).

Dr. Bigard indicated that by the next regular Board meeting the university expects to present **clearer year-end projections** and more robust comparative data.

BOOKSTORE CONTRACT – FOLLETT

Action Item

Dr. Bigard presented a proposed **contract with Follett** to continue operating the university bookstore. She explained that:

- Follett manages textbook distribution and campus merchandise.
- The university has implemented an **ACCESS program** for course materials, under which students are charged **\$37 per credit hour** for digital textbooks and courseware, and the university pays Follett **\$26 per credit hour** for those materials.
- In FY 2024, the ACCESS program generated approximately **\$1.4 million** in student charges, with roughly **\$1.3 million** paid to Follett. Because this exceeds the Board's **\$1 million contract threshold**, Board approval is required even though the underlying relationship is longstanding.

In discussion, Regents and **Regent Childs** raised several student-centered issues:

- **Affordability of merchandise**, including the high cost of items such as letterman jackets (e.g., around \$300) at a time when many students are struggling with tuition and balances.
- The timing and frequency of **bookstore sales**, noting that Follett's major 50% off sale occurs during the December holiday break when most students are off campus, resulting in minimal benefit to the student body.

President Akakpo asked Regent Childs to send a written summary of student concerns, noting that he would raise these issues directly with Follett leadership during upcoming meetings. The administration will explore:

- Greater **price flexibility** for apparel and merchandise.
- A more student-friendly **sales calendar**, including promotions during Homecoming and other high-traffic campus events.

After discussion:

- **On motion duly made and seconded**, the Board **approved the Follett bookstore contract** and the continued implementation of the ACCESS program with the described pricing structure. The motion was carried **unanimously** by voice vote.

CAPITAL PROJECT AMENDMENT – SHAUNTE HALL

Action Item

Presenter: H. Wayne Cowan, Director of Capital Planning and Facilities Management

Director **H. Wayne Cowan** requested Board approval to **increase** the budget for the **Shaunte Hall renovation project** by **\$1 million**, funded from the university's **asset preservation allocation**.

Key points:

- The Board previously approved a Shaunte Hall project budget of **\$6,680,000**.
- After further evaluation—and in consultation with the Dean and faculty of the **School of Engineering**—Shaunte Hall was identified as the more suitable and strategic long-term home for engineering than the originally considered Carver building.
- The additional \$1 million will support **technology upgrades, specialized laboratories, and other enhancements** needed to fully support current and projected engineering enrollment over the next five years, rather than implementing partial upgrades and returning later for additional funding.
- A consultant has been selected and is prepared to begin work promptly upon approval. The project will be phased, with significant portions of Shaunte Hall expected to be ready for use by **Fall 2026**, including an initial CDC lab and core engineering spaces.

Mr. Cowan also noted that:

- The university is pursuing **Phase 2 and Phase 3 site improvements** that will increase parking capacity and improve traffic flow.
- During construction, the project footprint around Shaunte Hall will be managed carefully to preserve as much **parking** as possible.
- Broader parking and site improvement efforts—funded from the same **\$60 million state asset preservation allocation** (part of a larger \$65 million state package that also included \$5 million in design funds for a new facility)—are being scheduled to minimize disruption to campus life.

Regents posed questions related to:

- Construction timelines and coordination with parking and campus circulation.
- Ensuring that the basketball court and student recreational spaces behind Young Hall are considered within the broader site planning effort.

President Akakpo reiterated that establishing a **high-quality, permanent home for the School of Engineering** is one of his top capital priorities.

Following discussion:

- **Motion:** Regent Dontrell Childs
- The motion to **increase the Shaunte Hall project budget by \$1,000,000** from asset preservation funds (for a revised total project budget of **\$7,680,000**) was **seconded** and **carried unanimously** by voice vote.

Mr. Cowan expressed appreciation and indicated that he would proceed immediately with project planning and implementation consistent with the Board's action.

COMPLIANCE / ANONYMOUS REPORTING HOTLINE UPDATE

Chair Dukes reported that during the most recent quarter, **two new hotline reports** were received through the university's anonymous reporting system. Both were investigated in accordance with policy and were determined to be **unsubstantiated**. The cases have been **closed**.

UNIVERSITY POLICY COMMITTEE UPDATE

As **co-chair of the University Policy Committee**, Vice President **Michael DeCourcy** provided a brief update:

- The committee has been active over the past several years in reviewing and updating university policies.
- At the Board's June 2025 meeting, a new **policy development and approval process** was adopted.
- Several policies are currently in the pipeline and will be ready for **Board consideration and approval** at an upcoming meeting (either a special meeting in November or the next regular meeting).

This item was **informational only**; no Board action was requested at this time.

ELECTION OF BOARD SECRETARY AND BOARD TREASURER

Action Item

Chair Dukes opened the floor for nominations for **Board Secretary** and **Board Treasurer**, in accordance with Board bylaws:

- The **Secretary** may be a Regent or a member of the faculty or staff, if nominated by a Regent.
- The **Treasurer** must be a member of the faculty or staff and may not be a Regent.

Secretary

Regent **Edward Hatchett** nominated **Attorney Nicole Sergent**, General Counsel, to serve as **Board Secretary**. Attorney Sergent accepted the nomination and summarized her background:

- Kentucky native and attorney with over **20 years of legal experience**.
- Prior service as **Acting General Counsel, Deputy General Counsel, and Compliance Officer** at Central State University in Ohio, including service as Board Secretary.
- Previous experience as an **Assistant Attorney General** in Kentucky, including financial litigation work for the Revenue Cabinet, and representation of boards and commissions.

No further nominations were offered.

Treasurer

Recognizing that the university now has a permanent CFO, Chair Dukes invited a nomination for Treasurer. A Regent nominated **Dr. Heather Bigard**, Vice President for Finance and Administration/CFO, to serve as **Board Treasurer**. Dr. Bigard accepted the nomination.

No further nominations were offered.

A motion was made and seconded to **close nominations** and to elect Attorney Sergent and Dr. Bigard by **acclamation**.

By unanimous voice vote, the Board elected:

- **Attorney Nicole Sergent – Secretary of the Board of Regents**
- **Dr. Heather Bigard – Treasurer of the Board of Regents**

Chair Dukes congratulated both and thanked them for their willingness to serve.

CLOSED SESSION

Chair Dukes announced the Board's intent to enter **closed session** to discuss **pending litigation** pursuant to **KRS 61.810(1)(c)** of the Kentucky Open Meetings Act.

- **Motion:** A Regent moved that the Board enter closed session to discuss pending litigation as authorized by KRS 61.810(1)(c).
- **Second:** The motion was seconded and **carried unanimously** by voice vote.

The Board entered closed session. Regent Grimshaw joined the closed session via separate secure videoconference link.

Upon conclusion of the discussion, the Board returned to open session:

- **Motion:** A Regent moved that the Board return to open session.
- **Second:** The motion was seconded and **carried unanimously** by voice vote.

Chair Dukes stated for the record that **no final action was taken** during closed session.

CHAIR'S CLOSING REMARKS

In her closing remarks, Chair **Tammi Dukes** reflected on the **significance of Homecoming** at Kentucky State University:

- She described Homecoming as a time when the **past and present come together**, and when Kentucky State honors its history as a **public HBCU** while celebrating the ongoing achievements of its students, alumni, faculty, and staff.
- She noted that for **139 years**, Kentucky State has opened its doors to students seeking opportunity—to learn, to lead, and to serve. The impact of Kentucky State graduates can be seen across the Commonwealth and the nation, in **classrooms, boardrooms, farms, laboratories, and communities**.
- Chair Dukes emphasized that the university's greatest strength lies not only in its past but in its **hope and vision for the future**. Under President Akakpo's leadership, Kentucky State is renewing its commitment to **student success, innovation, and service**, and working to build a future in which every Thorobred has the opportunity to **lead with impact**.

She thanked the Regents, President Akakpo, the President's Cabinet, faculty, staff, students, alumni, and friends for their **dedication, faith, and love** for Kentucky State University, and wished everyone a **safe and joyful Homecoming weekend**.

ADJOURNMENT

There being no further business:

- **Motion:** A Regent moved to adjourn the meeting.
- **Second:** The motion was seconded and **carried unanimously** by voice vote.

Chair Dukes adjourned the special called meeting of the Board of Regents at **5:11 p.m.** on October 9, 2025.

Submitted by:

Secretary
Board of Regents
Kentucky State University

Approved by:

Regent Tammi Dukes, Chair
Board of Regents
Kentucky State University

School of Nursing Information

Dr. Mary Ellen Broaddus



Programs Offered

- LPN to Associate of Applied Science (1 year)
- Traditional Associate of Applied Science (2 years)
- Accelerated Associate of Applied Science (1 year)
- Traditional Bachelor of Science (4 years)
- 2nd Degree Bachelor of Science (16 months)
- RN-BSN (1 year online)
- BSN-DNP (3 years full-time online, 5 years part-time online)



Services Offered

- Advising
- Retention
- Recruitment
- On site tutoring
- Online tutoring
- Counseling



School of Nursing Information

(Number of Students enrolled in the Nursing Program)

	ACCELERATED ASSOCIATE	TRADITIONAL ASSOCIATE	TRADITIONAL BACHELOR	2ND DEGREE BACHELOR	GRADUATE
2021-2022		13	16		17
2022-2023		11	31		16
2023-2024		14	53		39
2024-2025	6	17	77	3	58
2025-2026	14 (133%)	25 (92%)	73 (356%)	7 (133%)	74 (335%)

Advising: Over 300 students

CHI Scholarships



- **\$5,000.00 per semester**
- **\$10,000.00 per academic year**
- **14 month work agreement**
- **Total of 62 students have received scholarships since 2022.**

2022	2023	2024	2025
10	12	15	25

Rosen Award



- Fall 2025: \$400,000.00 awarded
- \$2,500.00 per semester
- \$5,000.00 per year
- Upon successfully passing NCLEX, the award carries a work agreement.
- For each year the award is granted, the students agrees to work for 12 months at a Franklin County Health facility.
- This includes the hospital, nursing homes, assisted living, and health department.

Morning Point Foundation



- \$25,000.00 awarded
- \$5,000.00 per year award for five years.
- To be utilized for support services that include uniforms, food insecurity, gas cards, and educational enhancement.



THANK YOU FOR
YOUR SUPPORT!



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

INFORMATION ITEM ~~4.C~~ⁱ

INFORMATION ITEM:

FY2024 and FY2025 Audit Update

FACTS:

The workpapers and trial balance for the FY2024 audit are complete and undergoing final testing and review from the audit firm, CLA.

Preparation for the FY2025 audit is underway with a target of completion by March 2026.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

INFORMATION ITEM ~~4.Cii~~

INFORMATION ITEM:

FY2026 Budget Update

FACTS:

The following budget report of Education, General, and Auxiliary operations reflect revenue and expenditures through October 31, 2025, with projections through June 30, 2026.

Total revenue is trending slightly ahead of budget, with a higher discount rate for scholarships and waivers that will lower overall net tuition revenue for the year. Offsetting endowment proceeds in support of scholarships and salaries, combined with the use of the contingency fund and a reduction in operating expenses, results in current projection of \$538,197 at June 30, 2026. Given the positive trend in admissions applications for both the residential and online programs for the spring, we anticipate an increase in net tuition revenue that will improve the current year-end projections. An amended budget will be presented to the Board of Regents after spring enrollment is confirmed.

KENTUCKY STATE UNIVERSITY
Education and General Operating Budget Report
For the Period from 7.1.25 to 10.31.25
With Comparative Prior Year Data

	2026			2025			FY26 minus FY25	
	Budget	As of 10.31.25	%	Projected 6.30.26	Budget	Actual	Actual	% Change
Revenue								
Gross Student Tuition and Fees	\$	16,948,700	\$	9,078,615	53.6%	17,613,303		
Scholarships		(3,500,000)		(3,089,387)	88.3%	(6,621,660)	\$	154,378
Uncollected ³		(1,000,000)		-	0.0%	(1,000,000)	(1,773,214)	1.7%
Net Student Tuition and fees		12,448,700		5,989,228	48.1%	9,991,643	-	134.7%
State Appropriations		21,060,900		11,591,601	55.0%	21,060,900	(1,618,836)	0.0%
Endowment Designated from Interest		-		-	0.0%	850,000	952,401	9.0%
Sales and Services		1,200,000		752,141	62.7%	1,504,282	-	0.0%
Total Revenue	\$	34,709,600	\$	18,332,970	52.8%	\$	115,245	18.1%
							(551,190)	-2.9%
Expenses/Transfers								
Salaries and Wages	\$	13,732,000	\$	4,829,334	35.2%	14,039,026	\$	(652,316)
Benefits		5,725,800		1,834,916	32.0%	5,786,445	(52,623)	-11.9%
Contracted Services		1,300,000		1,446,560	111.3%	1,696,560	599,963	-2.8%
Operating		7,882,916		2,754,325	34.9%	6,306,333	599,963	70.9%
Utilities		2,381,263		760,735	31.9%	2,619,389	(1,464,271)	-34.7%
Transfers		3,687,621		676,507	18.3%	3,687,621	(10,092)	-1.3%
Total Expenses and Transfers	\$	34,709,600	\$	12,302,377	35.4%	\$	561,072	561072.0%
							(1,018,267)	-7.6%
Net Surplus (Deficit)	\$	-	\$	6,030,593		\$	467,077	

**Auxiliary Operations Budget Report
For the Period from 7.1.25 to 10.31.25
With Comparative Prior Year Data**

	2026			2025			FY26 minus FY25	
	Budget	As of 10.31.25	%	Projected 6.30.26	Revised Budget	Actual	Actual	% Change
Revenue¹								
Housing	\$ 7,450,000	\$ 3,748,307	50.3%	7,450,000	\$ 6,140,400			
Dining	3,530,000	1,815,307	51.4%	3,530,000	3,288,900			
Bookstore	1,395,000	689,744	49.4%	1,395,000	1,689,900			
Total Revenue	\$ 12,375,000	\$ 6,253,358	50.5%	\$ 12,375,000	\$ 11,119,200	\$ 6,751,938	\$ (498,580)	-7.4%
Expenses								
Salaries and Wages	\$ 665,000	\$ 166,918	25.1%	500,754	\$ 353,400	\$ 10,942	\$ 155,976	1425.5%
Benefits	299,250	57,761	19.3%	173,283	134,300	11,277	46,484	412.2%
Contracted Services	4,850,000	1,765,602	36.4%	4,850,000	4,789,000	-	1,765,602	1765602.0%
Operating	969,340	368,171	38.0%	1,017,807	524,800	2,591,370	(2,223,199)	-85.8%
Utilities	807,000	247,859	30.7%	807,000	1,072,500	277,209	(29,350)	-10.6%
Mandatory Transfers: Debt Service	3,759,410	2,419,074	64.3%	3,759,410	4,060,500	2,404,375	14,699	0.0%
Non-Mandatory Transfers	-	-	0.0%	-	-		-	0.0%
Non-Mandatory Transfers To Reserves	1,025,000	-	0.0%	-	184,700		-	0.0%
Total Expenses and Transfers	\$ 12,375,000	\$ 5,025,385	40.6%	\$ 11,108,254	\$ 11,119,200	\$ 5,295,173	\$ (269,788)	-5.1%
Net Surplus(Deficit) Auxiliary								
	\$ -	\$ 1,227,973		\$ 1,266,746	\$ -	\$ 1,456,765	\$ (228,792)	
Grand Total Surplus (Deficit) E&G and Auxiliary								
	\$ -	\$ 7,258,566	-	\$ 538,197	\$ -	\$ 7,020,281	\$ 238,285	-

Footnotes

³The uncollected amount for both E&G and Auxiliary was \$4,290,158 as of 11.2.25.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

INFORMATION ITEM ~~4.Ciii~~

INFORMATION ITEM:

President's Expenses July- October 2025

FACTS:

The following report provides a list of expenditures from the President's Budget for the period of July 1, 2025 through October 31, 2025.

President's Expenses July1 2025-October 31, 2025

Description	Total
2025 July Copy/Postage Charges	\$ 870.90
26-30 REIMBURSE	\$ (97.50)
ADT Security	\$ 372.64
Akakpo, Koffi C.	\$ 2,396.27
Amazon	\$ (4.20)
Benjamins Flowers	\$ 500.00
BIRMINGHAM MARRIOTT	\$ 189.83
BL1FY26	\$ 99,500.00
COMMERCE LEX	\$ (81.37)
Content With Purpose LTD	\$ 18,000.00
Copy Charges Oct 25	\$ 6.00
Copy Charges Sep 2025	\$ 37.20
DAVINCIS PIZZA - F	\$ 352.62
DELTA 00623481090713	\$ 816.36
DELTA 00623658027565	\$ 546.97
DELTA 00623726648193	\$ 540.36
DELTA 0062373553832	\$ (44.44)
Diners Club	\$ 2,240.57
EVENT:2025 NORMAN E.	\$ 275.80
Follett	\$ 368.80
Francis Screen	\$ 4,500.00
FSP FRANKFORT CAPITAL	\$ 583.62
Fuel Charges August	\$ 118.17
Fuel Charges July	\$ 65.75
Fuel Charges October	\$ 66.13
Fuel Charges September	\$ 67.59
HILTON INT.	\$ (28.98)
INTERCONTINENTAL BUCKH	\$ 225.94
Jones, Jenny E.	\$ 1,000.00
Kroger	\$ 176.43
Kroger	\$ 181.66
KY State Treasurer	\$ 1,199.50
MALONE'S PALOMAR	\$ 289.94
MARRIOTT DES MOINES	\$ 557.76
MARRIOTT WOODLANDS	\$ 31.78
Paper Charges Oct25	\$ 58.09
PARC CITATIONS WEB	\$ 58.50
Petro Towery, Inc.	\$ 373.74
Postage charges Aug 2025	\$ 125.54
Postage Charges Oct25	\$ 310.70
Postage Charges Sep 2025	\$ 64.39
Print charges Aug 2025	\$ 89.90
Print Charges Sep 2025	\$ 0.40
Printing Charges Oct25	\$ 134.05
RES COURTYARDM	\$ 601.23
SACS COC	\$ 925.00
SACSCOC	\$ 591.48
Sanders, Sonia	\$ 237.54
Sanders, Sonia	\$ 73.00
SP CHRONICLE	\$ 59.00
Staples	\$ 5,363.81
Terri's Catering	\$ 790.00
Terri's Catering LLC	\$ 2,958.00
TST DAVINCIS PIZZA - F	\$ 1,800.85
United Parcel Service	\$ 32.27
Grand Total	\$ 150,469.59



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

INFORMATION ITEM 4.Civ

INFORMATION ITEM:

Report on Expenditures over \$100,000 July 1, 2025-October, 2025

FACTS:

The following is a report of expenditures over \$100,000 during the period of July 1, 2025 through October 31, 2025.

Expenditures over \$100,000
July 1, 2025 - October 31, 2025

Current Unrestricted	Vendor	Amount
8/2/2025	Ellucian	\$ 287,958.00
9/3/2025	Follett Books	\$ 696,020.00
8/20/2025	Nevco Sports LLC	\$ 200,176.20
8/11/2025	SIAC	\$ 169,600.00
7/1/2025	Fire and Tornado insurance, state risk	\$ 967,071.44
		\$ 2,320,825.64
Auxiliary Services		
09/0425	Huntington National Bank dorm payment	\$ 2,419,074.00
7/1/2025	Fire and Tornado insurance, state risk	\$ 350,000.00
8/7/2025	Sodexo Dining	\$ 207,224.93
10/8/2025	Ky Office of Vocaional Rehab. Dining	\$ 377,091.63
		\$ 3,353,390.56
Frankfort Plant Board - Utilities		\$ 983,159.96
Grand Total		\$ 6,657,376.16



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM ~~4.Cv~~

ACTION ITEM:

Magellan Learning Solutions, LLC, Personal Services Contract Amendment for FY2026

FACTS:

Magellan Learning Solutions, LLC, has been contracted by Kentucky State University to assist in the, “planning, development, and operation of fully online academic programs,” effective July 22, 2025. This is an amendment to the first contract dated July 1, 2024.

Terms

- Effective Date: July 1, 2025 – June 30, 2026
- Renewal Option: One year upon written mutual agreement
- Scope of Services and Deliverables – outlined in Schedule A
 - Academic Operations and Support
 - Implementation, Business Intelligence & Reporting Services
 - Student Support Concierge Services
 - Financial Aid Services
 - Online Faculty Mentor and Support Services
 - Learning and Development Management and Coordination
 - Admissions and Enrollment Services
 - Functional Planning and Systems Analysis
 - IT Support Services
- Cost – Schedule D
 - Projected Revenue \$8,486,345
 - Projected Expenses \$7,698,104 (includes Sway Marketing \$3,877,768 from separate contract)
 - Net Revenue \$788,241
- Verbal agreement to ensure all expenses are within actual revenue generated during the fiscal year.

AMENDED PERSONAL SERVICE CONTRACT

BETWEEN

KENTUCKY STATE UNIVERSITY

AND

MAGELLAN LEARNING SOLUTIONS, LLC

PSC _____

This Amendment to Personal Service Contract (this "PSC" or this "Contract") is entered into by and between Kentucky State University ("Kentucky State University" or the "University") and Magellan Learning Solutions, LLC, (the "Contractor") to establish a Contract for online program management services. This PSC is effective from July 1, 2025 through June 30, 2026.

Kentucky State University and the Contractor (together, the "Parties") agree to the following:

I. Scope of Contract

The Parties entered into a Personal Services Contract, effective as of July 22, 2025 (PSC 25-08) (the "PSC 25-08"). Pursuant to the terms thereof, PSC 25-08 may be renewed for a period of one (1) year upon mutual written agreement of the Parties and may be modified by a written amendment which is executed by the Parties. Contractor has performed the services and provided the deliverables under PSC 25-08 and the Parties have mutually agreed to (a) renew PSC 25-08 for a period of one (1) year; and (b) amend PSC 25-08 to (i) set forth the services that the Contractor will perform during the term of this Contract; and (ii) establish terms for the payments of amounts which are owed by the University and/or which become due and payable during the term of this Contract.

The Contractor shall assist Kentucky State University in the planning, development, and operation of fully online academic programs. The Contractor will provide academic operations support, implementation services, student support, financial aid processing, faculty mentoring, instructional design, learning and development management, admissions and enrollment services, functional systems planning, business intelligence, and related IT support.

The specific services and deliverables to be provided by the Contractor are set forth in **Schedule A (Scope of Services and Deliverables)**, and the responsibilities of the University necessary to support these services are set forth in **Schedule B (University Responsibilities)**. The Parties agree that Schedules A and B form part of this Contract and shall govern the performance of obligations under this PSC.

Intellectual Property & Deliverables. Magellan retains ownership of all Deliverables until full payment of all amounts due under this Contract (including the Past-due Balance and Deferred Payments in accordance with the terms of Schedule C). While the University is current on its payment obligations under this PSC, Magellan grants a limited, non-exclusive, non-transferable license to use the Deliverables internally for instruction for its enrolled students. Magellan may suspend this license if the University is more than 60 days past due on any amounts owed under this PSC. Upon full payment of all amounts owed under this PSC (including the Past-Due Balance and all Deferred Payments), Magellan shall grant the University a perpetual, royalty-free license to use the Deliverables for the purpose of providing instruction to its enrolled students. The term "Deliverables" means all courses, content, materials and other items which have been or are hereafter created or developed by Contractor and/or provided by Contractor to the University pursuant to or in connection with the performance of its services under PSC 25-08 and/or this Contract.

In the event of conflict between the general terms of this PSC and Schedules A or B, the PSC shall control except where the Schedules provide greater specificity regarding Deliverables, timelines, or responsibilities, in which event the terms of such Schedules shall govern and control.

II. Contract Components and Order of Precedence

This PSC is a valid contract between the Parties consisting of the following:

- A. Procurement statutes, regulations, and policies;
- B. This written agreement and any subsequent written amendments to this PSC;
- C. Any addenda to the solicitation (RFP);
- D. The solicitation and any and all attachments;
- E. Any best and final offer;
- F. Any clarifications concerning the Contractor's proposal in response to the solicitation;
- G. The Contractor's proposal in response to the solicitation;
- H. Contractor Schedule A – Scope of Services and Deliverables;
- I. Contractor Schedule B – University Responsibilities;
- J. Contractor Schedule C – Past-Due Balance & Deferral Ledger; and
- K. Contractor Schedule D - Projected Budgets and Payment Schedule.

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

III. Negotiated Items

Not applicable.

IV. Pricing, Payment, and Term

The cost for the term of this Contract shall not exceed \$2,394,184.05 (excluding interest on any unpaid amounts).

In the event that this Contract is renewed, the total cost for the second term shall be negotiated based on the needs of the University as agreed upon by the Parties.

A. Invoicing and Payment

Pursuant to KRS 45A.695, no payment shall be made on any invoice unless the individual, firm, partnership, or corporation awarded the Personal Service Contract submits the invoice for payment on the Personal Service Contract Invoice Form established by the Legislative Research Commission, Government Contract Review Committee.

The Contractor shall submit invoices to the Accounts Payable Department of Kentucky State University via email to accounts.payable@kysu.edu.

Payment for services will be made upon receipt of an approved invoice using the Personal Service Contract (PSC) Invoice Form. Payment terms are net thirty (30) days.

Invoices for services must include an original signature, as well as the following: the Contract number, the dates of service, the total number of hours worked, a description of the services provided, and the total amount due.

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

B. Invoicing & Timing

Magellan shall issue invoices on the first day of each month for Services to be performed that month (invoiced in advance, paid in arrears). All undisputed amounts are due Net 30.

Example: an invoice dated August 1 is due by August 30.

C. Alternate Arrangements

Any alternate payment arrangements must be mutually agreed by the Parties in writing before the Due Date and executed by Magellan's President & COO and KSU's CFO.

D. Late Payment

All undisputed amounts are due within thirty (30) days from the invoice date ("Due Date"). Any undisputed amount not received within fifteen (15) days after the Due Date shall be deemed past due. Past-due amounts shall accrue interest from the Due Date until paid in full at the rate of one percent (1.0%) per month (equivalent to twelve percent (12%) per annum), or the maximum rate permitted by law, whichever is less. Interest will be calculated and applied on a monthly compounding basis. Assessment of interest shall be in addition to, and not in lieu of, the Contractor's right to suspend services, defer deliverables, or pursue other remedies available under this Contract.

E. Disputed Invoices

The University must dispute any invoice in writing within 15 days of its receipt thereof, describing in reasonable detail the reasons for such dispute. All undisputed invoices or portions thereof must be paid on time. If the University disputes any invoice, the Parties shall work in good faith to promptly seek to resolve such dispute. Resolved disputes in Magellan's favor must be paid within 15 days with applicable late charges.

F. Acknowledgment of Past-Due

To materially induce the Contractor to enter into this Contract, as a, the University acknowledges and agrees that the Past-Due Balance set forth in **Schedule C (Past-Due Balance & Deferral Ledger)** is valid, due, and payable without offset or deduction and shall accrue interest at the rate of twelve percent (6%) per annum until paid in full. The Past-Due Balance and all interest accrued thereon shall be due and payable as set forth in the Payment Schedule attached as Schedule D Projected Combined Budget and Payment Schedule or immediately upon termination of this Contract, whichever occurs first., in Schedule C shall be deemed incorporated into this Contract as if fully set forth herein. Any partial payments, adjustments, or reconciliations shall be recorded on an updated Schedule C, and the remaining Past-Due Balance reflected therein shall continue to be valid, due, and payable without the need for a formal amendment to this Contract.

G. Deferred Payments

Any amounts owed under this Contract (excluding the Past-Due Balance) which are invoiced by the Contractor on a monthly basis but which the Contractor agrees that the University may defer payment of ("Deferred Payments") shall be recorded on **Schedule C (Past-Due Balance & Deferral Ledger)**. All such Deferred Payments shall accrue interest at the rate of six percent (6%) per annum, calculated and compounded on a monthly basis, and shall be due and payable no later than May 31, 2026, or immediately upon termination of this Contract, whichever occurs first. Schedule C shall be updated as necessary to reflect updates to the Past-Due Balance, Deferred Payments, any payments made towards the Past-Due Balance and/or Deferred Payments, interest accruals, and as updated, shall constitute the binding

statement of amounts owed under this Contract without the need for further amendment of this Contract.

H. No Offset

Payments shall be made without offset, deduction, or counterclaim, except as expressly permitted.

I. Terms and Conditions

Contract Effective Date

This Personal Service Contract shall be deemed effective upon full execution by the Parties and approval by the Government Contract Review Committee.

Contract

This Personal Service Contract shall represent the entire agreement between the Parties. Prior negotiations, representations, or agreements, either written or oral, between the Parties hereto relating to the subject matter hereof shall have no effect on this Contract.

Contract Term and Renewal Option

The term of the Contract shall be from July 1, 2025, through June 30, 2026.

Renewal options are as described below:

One (1) one-year (1-year) renewal upon mutual written agreement by the Parties and approval by the GCRC.

Changes and Modifications to the Contract

Except for amendments to Schedule C as described in Section IV.G above (which may be effected from time to time by the execution of an updated Schedule C signed by an authorized representative of the University and the Contractor), no modification or change to any provision of the Contract shall be made, or be construed to have been made, unless such modification is mutually agreed to in writing by Kentucky State University and the Contractor and incorporated as a written amendment by Kentucky State University prior to the proposed effective date of such modification or change. Modification shall be subject to prior approval from the University's Purchasing Department, the University's General Counsel, and the Legislative Research Commission, Government Contract Review Committee. Memoranda of understanding, written clarifications, and other correspondences shall not be construed as amendments to the Contract.

Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature shall be directed to the University's General Counsel.

V. Personal Service Contract (PSC) Standard Terms and Conditions

Whereas, the First Party, Kentucky State University, has concluded that University personnel are not available to perform said functions or that it would not be feasible to utilize University personnel to perform said functions; and

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

Whereas, for the aforementioned reasons, the University desires to avail itself of the services of the Second Party.

NOW THEREFORE, the following terms and conditions are applicable to this Contract:

Choice of Law and Forum

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky. Any action brought against the University concerning the Contract, including, but not limited to, actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky, in accordance with KRS 45A.245.

Cancellation

Cancellation for Convenience — Kentucky State University may terminate this Contract for convenience by providing thirty (30) calendar days' written notice to the Contractor. In such event, the University shall pay (i) for all Services performed through the termination date, (ii) all non-cancelable costs and reasonable wind-down expenses incurred by the Contractor, and (iii) the Past-Due Balance and all Deferred Payments reflected on Schedule C, together with any accrued interest.

Cancellation for Non-Performance, Default — Kentucky State University may terminate the PSC for non-performance, as determined by the University, for causes such as:

- Failure to provide satisfactory quality of service, including: (1) failure to maintain adequate personnel (whether arising from labor disputes or otherwise); (2) any substantial change in ownership or proprietorship of the Contractor which, in the opinion of the University, is not in its best interest; or (3) 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 contained herein.
- 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 the Contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the filing of such involuntary petition shall not be considered an event of default until sixty (60) days after the filing of said petition so that the Contractor might have, during that sixty-day period, 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.

The University will provide thirty (30) calendar days' written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within those thirty (30) calendar days, the Director of Purchasing may terminate the Contract immediately.

Permits, Licenses, and Commonwealth Registration

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

The Contractor must furnish certification of the authority to conduct business in the Commonwealth of Kentucky as a condition of the Contract Award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

The Contractor shall pay all sales, use, personal property, and any other taxes which are chargeable to or assessable against the Contractor arising out of this Contract and the transaction contemplated hereby. Any other such taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions for its personnel which are required by local and federal law, including, but not limited to, old age pension, Social Security, or annuities.

Attorneys' Fees

If either Party deems it necessary to take legal action to enforce any provision of the Contract, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable expenses of such action, including the attorneys' fees and costs at all stages of litigation.

Indemnification

Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, its affiliates, and their respective officers, agents, and employees ("Indemnified Party") from and against any and all losses, claims, suits, actions, expenses, damages, costs (including reasonable attorneys' fees and court costs), and liabilities of any nature which are suffered or incurred in connection with any third-party claim arising out of or relating to (i) the Indemnifying Party's performance or failure to perform under this Contract, or (ii) the negligence, willful misconduct, or breach of this Contract by the Indemnifying Party or its officers, agents, employees, or subcontractors.

This clause shall survive termination or expiration of this Contract for the applicable statute of limitations.

Funding Out Provision

Kentucky State University may terminate this Contract due to a lack of appropriated or available funds by providing thirty (30) calendar days' written notice to the Contractor. Notwithstanding the foregoing, such termination shall not relieve the University of its obligation to pay (i) all amounts validly invoiced and approved prior to the termination date, and (ii) the Past-Due Balance and Deferred Payments reflected on Schedule C, together with any accrued interest.

Reduction in Contract Workers'

Hours Not applicable.

Authorized to do Business in Kentucky

Businesses may register with the Secretary of State at: <http://www.sos.ky.gov/pages/default.aspx>

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

If a foreign entity, the Contractor shall maintain a certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State pursuant to the process outlined below.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9- 010, the foreign entity should

identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive, or the awarded contract shall be cancelled.

Invoices for Fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoices must conform to the method described in this Contract.

As aforementioned, pursuant to KRS 45A.695, no payment shall be made on any invoice unless the individual, firm, partnership, or corporation awarded the personal service contract submits the invoice for payment on the Personal Service Contract Invoice Form established by the Legislative Research Commission, Government Contract Review Committee.

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

Travel Expenses, if Authorized

The Contractor shall be paid for no travel expenses, unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the University. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Other Expenses, if Authorized Herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Contract, or authorized in advance and in writing by Kentucky State University.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish copies of same in support of requests for payment submitted to Kentucky State University.

Purchasing and Specifications

The Contractor certifies that it will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will it attempt in any way to influence any purchasing of services, commodities, or equipment by Kentucky State University. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "it" is construed to mean "he" or "she" if only one person is involved. If a firm, partnership, corporation, or other organization is involved, then "it" is construed to mean any person with an interest therein.

Conflict-of-Interest Laws and Principles

The Contractor certifies that it is legally entitled to enter into this Contract with Kentucky State University, and by holding and performing this Contract, it will not be violating any conflict-of-interest statute (KRS 45A.330-45A.340, 45A.990, 164.390) or the University's Ethical Principles and Code of Conduct.

Access to Records

The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, Kentucky State University, the Auditor of Public Accounts, and the Legislative Research

Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Contract for the purpose of a financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Protest

Pursuant to KRS 45A.285, Kentucky State University's General Counsel shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the University General Counsel. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Kentucky State University
General Counsel
400 East Main Street
Frankfort, KY 40601

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by Kentucky State University shall be final and conclusive.

Social Security (check one)

 X The Parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is not liable for Social Security contributions relative to the compensation of the Second Party for this Contract.

 The Parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is liable for Social Security contributions relative to the compensation of the Second Party for this Contract.

Violation of Tax and Employment Laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the Contract to reveal to the Commonwealth, prior to the award of the Contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers' compensation insurance laws, respectively.

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

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the Contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the Contract, shall be grounds Kentucky State University's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms and conditions for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as

a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Non-Solicitation of Personnel

During the Term of this Contract and for twelve (12) months thereafter, neither Party shall directly or indirectly solicit, hire, or engage any employee, contractor, or consultant of the other Party who was materially involved in the performance of this Contract, without the prior written consent of the other Party. General job postings or recruiting efforts not specifically targeted at such individuals shall not constitute a violation of this Section.

This restriction shall not apply where (i) the individual has not been employed or engaged by the other Party for at least ninety (90) days prior to commencement of employment or engagement with the hiring Party, and (ii) the individual independently applies or responds to a general solicitation not specifically directed at such person.

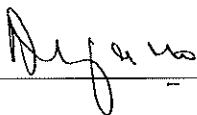
Breach of this Section shall entitle the non-breaching Party to seek injunctive relief and damages.

{End of Personal Services Contract: Signature Page to Follow}

VI. Approvals

This Contract is subject to the terms and conditions stated herein. By affixing signatures below, the Parties verify that they are authorized to enter into this Contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the Parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Contract.

First Party – Kentucky State University

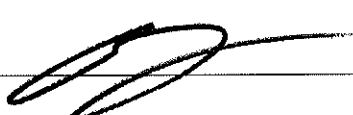
Signature. 

Printed Name. Dr. Koffi C. Akakpo

Title. President

Date. 10/23/2025

Second Party – Contractor

Signature. 

Printed Name. Aaron D. Traphagen

Title. President & COO

Date. 10/23/2025

Approved as to form and legality

Signature. *Nicole M. Sergent*

Printed Name. Nicole M. Sergent

Date. 10/23/2025

General Counsel, Kentucky State University

Schedule A – Scope of Services and Deliverables (Contractor)

- I. Academic Operations Services**
 - A. Lead: Associate Vice President for Online Education
 - B. Provide strategic oversight and governance of online initiatives.
 - C. Conduct market analyses and enrollment forecasting.
 - D. Develop operating and financial models to support enrollment planning and student funding strategies.
 - E. Support accreditation and state authorization.
 - F. Deliver quarterly operational reports.
- II. Implementation, Business Intelligence & Reporting Services.**
 - A. Lead: Director of Implementation
 - B. Provide strategic oversight of all IT systems, integrations, and scope across CRM, SIS, LMS, and related platforms.
 - C. Develop and manage project plans, dashboards, and reporting.
 - D. Coordinate cross-functional teams, monitor risks, and drive accountability.
 - E. Maintain documentation of project decisions and system/process changes.
 - F. Recommend operational improvements based on system performance and user feedback.
 - G. Oversee fulfillment of ad hoc data requests.
 - H. Provide insights and recommendations from analytics to inform decision-making.
- III. Student Support Concierge Services**
 - A. Lead: Student Support Concierge
 - B. Provide concierge-style advising, registration support, and student advocacy.
 - C. Monitor progress and intervene to support student retention.
 - D. Maintain accurate communication records and case notes.
 - E. Develop communication templates and outreach materials for use in typical retention-supporting scenarios (e.g., student has not registered; student has stopped attending).
 - F. Assist with degree audits and graduation clearance in coordination with the Registrar's Office.
- IV. Financial Aid Services**
 - A. Leads: Financial Aid Coordinator & Processor
 - B. Administer online financial aid applications, eligibility, and processing.
 - C. Maintain compliance with Title IV and DOE guidelines.
 - D. Perform reconciliations, QA checks, and audit support.
 - E. Counsel students on aid options, arrangements, and deadlines.
- V. Online Faculty Mentor and Support Services**
 - A. Lead: Faculty Mentor
 - B. Serve as mentor/liaison to online faculty.
 - C. Communicate policies; respond to faculty inquiries.
 - D. Monitor course quality (attendance verification, grading, surveys, engagement).
 - E. Conduct weekly spot checks; provide written evaluations each term and annually.
 - F. Provide coaching and support; escalate performance or student issues.
 - G. Encourage faculty to monitor student progress for improved retention.
- VI. Learning & Development Management and Coordination**
 - A. Leads: Director of Learning & Development; Instructional Designer(s); Assistant IDs
 - B. Director of L&D leads design team; enforces QM/OSCQR and ADA standards; manages templates and project maps.
 - C. Partner with SMEs to design aligned courses; develop activities and assessments; build courses in LMS.
 - D. Populate courses in LMS; perform QA; resolve technical errors; support SMEs.

- E. Engage with faculty and stakeholders to support the revision of online courses; provide training, guidance, and support throughout the course revision process.
- F. Train faculty in online course design and best practices.
- G. Continuously update workflows and templates.

VII. Admissions and Enrollment Services

- A. Leads: VP of Marketing & Enrollment; Director of Admissions & Enrollment; Admissions Records Specialist
- B. Develop and execute marketing campaigns to drive inquiries.
- C. Collaborate on website developments to maintain and enhance enrollment-related website content
- D. Supervise Admissions and Enrollment Counseling team.
- E. Manage lead-to-application conversion, application processing, transcript collection and processing.
- F. The guide accepted students through enrollment and registration.
- G. Identify enrollment drop-off and initiate proactive outreach.
- H. Track/report funnel metrics (inquiry → application → admit → enroll).

VIII. Functional Planning and Systems Analysis

- A. Lead: Functional Planner & Systems Administrator
- B. Configure CRM/SIS integrations to support the student journey from application to graduation.
- C. Maintain APIs, workflows, and data integrity standards.
- D. In consultation with the Director of Implementation, provide user training and reporting dashboards.
- E. Liaise with IT and vendors to resolve issues.

IX. IT Support Services

- A. Lead: Functional Planner & Systems Administrator
- B. Provide systems support for CRM, SIS, and LMS integrations.
- C. Coordinate upgrades, patches, and troubleshooting.
- D. Execute technical tasks and configurations
- E. Support technology for enrollment, advising, and student services.
- F. Collaborate with Director of Implementation to align system functionality with operational goals.

X. Timely Responses and Service-Level Commitments

- A. Lead: Associate Vice President for Online Education; Director of Implementation
- B. Adhere to defined service levels for communication and task response, excluding weekends, holidays, and out-of-office periods. Out of office messages must include an alternate contact for urgent needs.
- C. **Definition of terms:**
 - **Routine:** Communications, inquiries, or tasks that do not have immediate operational or student impact and can be addressed within normal business prioritization. *Examples:* standard information requests, document reviews, scheduling coordination, or non-critical clarifications.
 - **Priority:** Items that are time-sensitive and require attention sooner than a normal response cycle to maintain project timelines or stakeholder commitments but do not present an immediate risk to student experience, compliance, or system continuity. *Examples:* pending approvals for content or marketing materials, policy feedback requests, or upcoming project deadlines requiring confirmation or data.
 - **Urgent:** Matters that, if not addressed promptly, may disrupt student services, compliance obligations, system functionality, or contractual deliverables. *Examples:* issues affecting enrollment or registration, academic progress, technology access, financial-aid processing, or any deadline tied to regulatory or accreditation requirements.

D. **Response times:**

- Respond to **routine** communications and requests (internal and student-facing) within **two (2) business days**.
- Respond to **priority** communications and requests (internal and student-facing) within **one (1) business day**.
- Respond to **urgent** communications and requests (internal and student-facing) **as soon as practicable, but no later than eight (8) business hours** (8 a.m.-5 p.m. Eastern Time).

E. Ensure adherence to these service levels by all University personnel engaged with the project.

Schedule B – University Responsibilities (the “University”)

To enable the Contractor to perform, the University shall:

XI. Project Governance

- A. Lead: University Authorized Project Representative
- B. Appoint an Authorized Project Representative who holds authority to approve deliverables, allocate resources, and escalate unresolved issues, with direct access to university leadership for decision-making and approvals. Ensure the AVP for Online Education (Contractor) and the University Director of Online Education are included in all decisions impacting online operations, students, faculty, systems, processes, or revenues.
- C. Participate in regular governance meetings and decision-making forums.
- D. Escalate unresolved issues within three (3) business days to the designated executive sponsors of both Parties. Escalations shall follow the governance framework defined in Schedule A, Section I.

XII. Personnel & Support

- A. Staffing Commitment: The University shall maintain sufficient staffing to support the successful execution of the online project. Staffing levels will be aligned with the needs of the initiative and adjusted as necessary to ensure operational effectiveness.
- B. Staffing Budget Planning: The University shall coordinate with Contractor on staffing budget items that impact project implementation. Both parties will evaluate the financial implications of personnel decisions to ensure alignment with the overall project objectives and budget constraints.
- C. Ongoing Staffing Evaluations & Collaboration: The University and Contractor will work together to ensure personnel resources remain aligned with the project's evolving requirements through regular review and strategic discussions.
- D. Staffing Needs Assessment: The University and Contractor will collaborate on assessing staffing needs related to the project, including hiring timelines, role responsibilities, and workforce planning to support project goals.
- E. Staffing decisions materially affecting online operations shall be reviewed with and, where applicable, approved by the Contractor prior to implementation.
- F. Support for Recruiting and Onboarding: As needed, the University will engage with Contractor in defining job descriptions, assisting with recruitment efforts, and providing necessary training resources that meet both quality standards and time-sensitive implementation needs.
- G. Quarterly Staffing Evaluations: The University and Contractor will conduct quarterly evaluations of staffing needs and performance, making adjustments to staffing plans as necessary through mutual agreement.

XIII. Timely Responses and Service-Level Commitments

- A. Lead: University Authorized Project Representative
- B. Adhere to defined service levels for communication and task response, excluding weekends, holidays, and out-of-office periods. Out of office messages must include an alternate contact for urgent needs.
- C. Definition of terms:
 - **Routine:** Communications, inquiries, or tasks that do not have immediate operational or student impact and can be addressed within normal business prioritization. *Examples:* standard information requests, document reviews, scheduling coordination, or non-critical clarifications.
 - **Priority:** Items that are time-sensitive and require attention sooner than a normal response cycle to maintain project timelines or stakeholder commitments but do not present an immediate risk to student experience, compliance, or system continuity. *Examples:* pending approvals for content or marketing materials, policy feedback requests, or upcoming project deadlines requiring confirmation or data.
 - **Urgent:** Matters that, if not addressed promptly, may disrupt student services, compliance obligations, system functionality, or contractual deliverables.

Examples: issues affecting enrollment or registration, academic progress, technology access, financial-aid processing, or any deadline tied to regulatory or accreditation requirements.

- D. **Response times:**
- F. Respond to **routine** communications and requests (internal and student-facing) within **two (2) business days**.
- G. Respond to **priority** communications and requests (internal and student-facing) within one (1) **business day**.
- H. Respond to **urgent** communications and requests (internal and student-facing) **as soon as practicable, but no later than eight (8) business hours** (8 a.m.-5 p.m. Eastern Time).
- E. Ensure adherence to these service levels by all University personnel engaged with the project.

XIV. Systems Access and Support

- A. Leads: University IT Director, CRM/SIS/LMS Administrators
- B. Provide timely access to CRM, SIS, LMS, financial aid, and other systems necessary to facilitate the operation and scaling of the online program.
- C. Routine account creation for faculty, staff, and student accounts shall be provided within three (3) business days of request.
- D. Urgent requests for access shall be processed within one (1) business day.
- E. Maintain authentication, integration, and system support as reasonably required.
- F. Ensure timely technology system updates, contract renewals, and ongoing support for authentication and integrations, in alignment with governance meetings and approval forums/processes.

XV. Academic Contributions and Faculty Engagement

- A. Leads: University Authorized Project Representative, AVP for Online Education (Contractor), Academic Deans, Program Directors, and Assigned SMEs
- B. Provide qualified Subject Matter Experts (SMEs) for course design and development.
- C. Ensure SMEs and faculty meet agreed deadlines for content submission to avoid schedule delays or financial penalties.
- D. Delays caused by late SME or faculty submissions shall automatically extend related Contractor timelines without penalty.
- E. Ensure faculty cooperation in mentoring, evaluation, and QA processes.
- F. Support timely approvals for course content, revisions, and quality standards, including scheduled payment processing for SMEs.
- G. Assure that program direction aligns with any programmatic accreditation guidelines.

XVI. Policy Alignment and Compliance

- A. Leads: University Registrar, Financial Aid Director, Academic Policy Committee
- B. In collaboration with the Contractor, align student enrollment and records processes, including, but not limited to, registration, course drops, withdrawals, refunds, and academic standing in alignment with Registrar procedures, Financial Aid regulations, and institutional academic policies with online program timelines.
- C. Ensure compliance with accreditation and Title IV requirements.
- D. The Online Program must review and approve all significant website, marketing, or media changes through the established Online Program review process prior to release or publication.
- E. Proposed website updates discussed in governance meetings shall be submitted for review to evaluate and document potential impacts on online programs.

XVII. Financial Responsibilities

- A. Lead: University Chief Financial Officer
- B. Pay all Contractor invoices in a timely fashion and without offset, in accordance with the Payment Terms of this Contract.
- C. Acknowledge and pay all past-due balances as set forth in **Schedule C (Past-Due Balance & Deferral Ledger)**.

- D. Recognize any deferred revenue as earned and payable, including in the event of termination as set forth in **Schedule C (Past-Due Balance & Deferral Ledger)**.
- E. Inform the Contractor promptly and in writing if the University's financial position, funding status, or budget allocations undergo any substantive change that could reasonably affect payment obligations or the continuation of contracted services.
- F. The University shall provide updated financial contact information for the CFO's office and ensure continuity of communication during any administrative transitions.

XVIII. Meetings, Documentation, and Recordkeeping

- A. Lead: University Authorized Project Representative
- B. Participate fully in governance and working meetings.
- C. Use project management tools to track updates and deliverables.
- D. Document and share all decisions impacting online programs with the AVP (Contractor) and University Director of Online Education within one (1) business day.
- E. Meeting notes and project documentation shall be reviewed and approved by both Parties within five (5) business days of distribution.
- F. Both Parties shall maintain shared access to the most current approved documentation in a secure, mutually agreed repository.

XIX. Student Experience Protections

- A. Leads: AVP (Contractor) and University Director of Online Education, Registrar, Enrollment Services
- B. Ensure that all offices impacting online students (registrar, advising, financial aid, bursar) coordinate with the Contractor to maintain consistent and timely service standards.
- C. Prioritize and promptly address issues affecting student experience, compliance, or program launch.
- D. Exclude students from internal communications; only share acknowledgment and resolution communications directly with students.
- E. Uphold timely and professional internal communication between traditional and online offices; all student related materials and updates should be shared across teams to support continuity, close communication loops, and uphold service standards.
- F. Ensure administrative processes do not obstruct student enrollment, progression, or retention.
- G. Ensure that all student-related communications with the Contractor follow FERPA guidance.

Schedule C – Past-Due Balance & Deferral Ledger

Effective Date: July 1, 2025

I. Acknowledgements

A. Incorporation by Reference

This Schedule C is expressly incorporated into and made part of the Contract between Kentucky State University ("KSU") and the Contractor. The balances, deferrals, payments, and accrued interest set forth herein are deemed valid, due, and payable without offset or deduction.

B. Binding Effect and Updates

Schedule C shall be treated as a living ledger which shall be updated periodically to reflect partial payments, reconciliations, adjustments, or additional deferrals. Each updated Schedule C shall be executed by an authorized representative of each and shall include the Effective Date of such updated Schedule C. An updated Schedule C shall automatically amend and replace the prior version, without the need for further formal amendment of the Contract. The amounts reflected in the most current version of Schedule C shall constitute the binding statement of the Past-Due Balance and Deferred Payments owed under the Contract as of the Effective Date of such Schedule C, together with applicable interest.

C. Payment Application

1. Payments shall be applied in the following order: (i) first to accrued interest, and (ii) then to the oldest outstanding principal balance.
2. All balances shown above are deemed valid, due, and payable without offset or deduction.

II. Past-Due Balances

Past Due Balance								
Invoice Date	Due Date	Description	Principle Amt	Interest Rate (APR)	Months	Payment Date	Total Interest	Outstanding Balance
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
Totals			\$ -				\$0.00	\$0.00

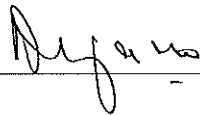
III. Deferred Payments

Deferred Payments							
Date Deferred	Reference Invoice(s)	Principal Deferred	Interest Rate (APR)	Months	Target Payment Date	Total Interest	Total Due
7/30/25	Unpaid Travel 2024-2025	\$ 17,519.56	6%	10	5/31/26	\$ 895.95	\$ 18,415.51
8/30/25	Services & Deliverables Aug 2025	\$212,892.52	6%	9	5/31/26	\$ 9,764.84	\$222,457.36
9/30/25	Services & Deliverables Sept 2025	\$193,275.10	6%	8	5/31/26	\$ 7,867.66	\$201,142.76
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
Totals		\$423,487.18				\$ 18,528.45	\$442,015.63

IV. Approvals

By signing below, the Parties acknowledge that this Schedule C reflects the accurate statement of the Past-Due Balance and Deferred Payments owed by the University as of the Effective Date set forth above.

First Party – Kentucky State University

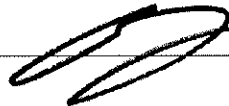
Signature. 

Printed Name. Dr. Koffi C. Akakpo

Title. President

Date. 10/23/2025

Second Party – Contractor

Signature. 

Printed Name. Aaron D. Traphagen

Title. President & COO

Date. 10/23/2025

Schedule D – Projected Budgets and Payment Schedule

I. Projected Combined Budget: AY 2025/2026

Year 3: FY 26	
	Year 3 Total
Revenue	
Other Revenue	\$ 1,000,000.00
Returning UG	
Returning UG Revenue	\$ 3,698,579.72
Returning Grad	
Returning Grad Revenue	\$ 1,432,097.74
Returning DNP	
Returning DNP Revenue	\$ 776,221.15
<i>Subtotal: Returning Students</i>	
<i>Subtotal: Returning Student Revenue</i>	\$ 5,906,898.61
New UG	
New UG Revenue	\$ 988,529.85
New Grad	
New Grad Revenue	\$ 360,029.81
New DNP	
New DNP Revenue	\$ 230,886.45
<i>Subtotal: New Students</i>	
<i>Subtotal: New Student Revenue</i>	\$ 1,579,446.11
Total Students	
Total Revenue	\$ 8,486,344.73

Expenses	
Magellan	
Magellan Learning Solutions	\$ 2,358,136.04
Magellan Other (see cell note)	\$ 36,048.01
<i>Subtotals</i>	\$ 2,394,184.05
KYSU: General Operating Supplies (Acct. 7100)	
Office Supplies	\$ 1,000.00
<i>Subtotals</i>	\$ 1,000.00

KYSU: Travel (Acct. 7110)	
ACUE conference attendance- 3	\$ 9,000.00
Distance Education Consortiums	\$ 2,000.00
KY San	\$ 1,500.00
<i>Subtotals</i>	\$ 12,500.00
KYSU: Communication (Acct. 7120)	
Postage	
Phone	
Other	
<i>Subtotals</i>	\$ -
KYSU: Services and Contracts (Acct. 7130)	
Quality Matters	\$ 3,825.00
NC Sara	\$ 7,000.00
<i>Subtotals</i>	\$ 10,825.00
KYSU: Interdepartmental (Acct. 7140)	
Printing	\$ 100.00
Copying	
<i>Subtotals</i>	\$ 100.00
KYSU: Maintenance Contracts (Acct. 7170/7180)	
Canvas Support	
<i>Subtotals</i>	\$ -
KYSU: Equipment (Acct. 7250)	
Computers (remote employees)	\$ -
<i>Subtotals</i>	\$ -
KYSU: Other Misc. Expenses	
NCS Pearsons	\$ 11,536.00
<i>Subtotals</i>	\$ 11,536.00

Marketing	
Sway Deferral (see cell note)	\$ 20,039.71
Sway: Marketing and Lead Generation	\$ 2,737,800.00
Sway: Operations	\$ 1,119,928.17
<i>Subtotals</i>	<i>\$ 3,877,767.88</i>
Personnel	
Online Registrar	\$ 77,050.05
Online Bursar	\$ 67,000.11
Director of Online	\$ 113,900.00
Instructional Designer	\$ 41,540.08
Online Budget Manager	\$ 80,400.00
LMS Coordinator	\$ 73,700.00
Transcript Analyst (PT)	\$ 33,500.00
Subject Matter Experts	\$ 43,200.00
Adjunct Faculty: General	\$ 796,058.95
Adjunct Faculty: A-Term	\$ 63,842.00
<i>Subtotals</i>	<i>\$ 1,390,191.19</i>
Total Expenses	\$ 7,698,104.13
Gain or Deficit	\$ 788,240.60
Beginning Cash Balance	
Cash Balance	

II. Projected Services and Support Budget

Services & Support Budget: 2025/2026				
Area	Item	Grand Total	Months	Monthly
Operations				
	Associate VP for Online Education	\$ 192,625.00	12	\$ 16,052.08
	Director of Implementation	\$ 125,625.00	12	\$ 10,468.75
	Student Support Concierge Services	\$ 190,950.00	12	\$ 15,912.50
	Financial Aid Coordinator	\$ 95,475.00	12	\$ 7,956.25
	Financial Aid Support Services	\$ 72,025.00	12	\$ 6,002.08
	Faculty Mentor Services	\$ 112,225.00	12	\$ 9,352.08
Learning & Development				
	Learning and Development: Director (fractional)	\$ 36,682.50	12	\$ 3,056.88
	Learning and Development: Assistant Director (fractional)	\$ 27,637.50	12	\$ 2,303.13
	Learning and Development: Consultant (fractional)	\$ 12,562.50	12	\$ 1,046.88
	Learning and Development: Coordinator	\$ 92,125.00	12	\$ 7,677.08
	Instructional Design	\$ 452,250.00	12	\$ 37,687.50
Admissions & Enrollment				
	Vice President for Marketing and Enrollment	\$ 134,000.00	12	\$ 11,166.67
	Director of Admissions	\$ 93,800.00	12	\$ 7,816.67
	Functional Planning and Systems Support (fractional)	\$ 50,250.00	12	\$ 4,187.50
	Records Specialist	\$ 70,350.00	12	\$ 5,862.50
	Transcript Ordering	\$ 150,000.00	12	\$ 12,500.00
	Student Application Services	\$ 30,000.00	12	\$ 2,500.00
Misc				
	Executive Consulting	\$ 128,000.00	12	\$ 10,666.67
	Business Intelligence Support (fractional)	\$ 30,000.00	12	\$ 2,500.00
	Systems Support Services (Ad	\$ 150,000.00	12	\$ 12,500.00
	UTM API	\$ 7,500.00	12	\$ 625.00
	Systems and Overhead	\$ 35,218.75	12	\$ 2,934.90
	Administration and Support Services	\$ 30,000.00	12	\$ 2,500.00
	July & August Adjustment	\$ 74,882.80		
Totals		\$ 2,394,184.05		\$ 193,275.10

III. Payment Schedule: AY 2025/2026

AY 2025/2026 Payment Schedule						
Year	Month	Invoice Date	Due Date	Invoice Amount	Deferred Expenses	Notes
2025	July	7/1/25	7/31/25	\$ 212,692.52	\$ 17,519.56	Defer Unpaid Travel
2025	August	8/1/25	8/31/25	\$ -	\$ 212,692.52	Defer Aug Services
2025	September	9/1/25	10/1/25	\$ -	\$ 193,275.10	Defer September Services
2025	October	10/1/25	10/31/25	\$ 193,275.10		
2025	November	11/1/25	12/1/25	\$ 193,275.10		
2025	December	12/1/25	12/31/25	\$ 193,275.10		
2026	January	1/1/26	1/31/26	\$ 193,275.10		
2026	February	2/1/26	3/3/26	\$ 193,275.10		
2026	March	3/1/26	3/31/26	\$ 193,275.10		
2026	April	4/1/26	5/1/26	\$ 193,275.10		
2026	May	5/1/26	5/31/26	\$ 193,275.10 \$ 442,015.63		Payment of all Deferred Expenses plus interest
2026	June	6/1/26	7/1/26	\$ 193,275.10		
Totals				\$ 2,394,184.05		



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4.Cvi

ACTION ITEM:

Sway Communications, LLC, Personal Services Contract Amendment for FY2026

FACTS:

Sway Communications, LLC, has been contracted by Kentucky State University to provide, “comprehensive marketing, lead generation, and contact center follow-up services to support the University’s enrollment initiatives,” effective July 1, 2025. This is an amendment to the first contract dated July 1, 2024.

Terms

- Effective Date: July 1, 2025 – June 30, 2026
- Renewal Option: One year upon written mutual agreement
- Scope of Services and Deliverables – outlined in Schedule A
 - Marketing and Lead Generation Services
 - Lead Lifeline Contact Center Services
- Cost – Schedule D - \$3,877,768

AMENDED PERSONAL SERVICE CONTRACT

BETWEEN

KENTUCKY STATE UNIVERSITY

AND

SWAY COMMUNICATIONS, LLC

PSC 25-08

This Amendment to Personal Service Contract (this "PSC" or this "Contract") is entered into by and between Kentucky State University ("Kentucky State University" or the "University") and Sway Communications (Sway Holdings, LLC), (the "Contractor") to establish a Contract for online program management services. This PSC is effective from July 1, 2025 through June 30, 2026.

Kentucky State University and the Contractor (together, the "Parties") agree to the following:

I. Scope of Contract

The Parties entered into a Personal Services Contract, effective as of July 1, 2025 (PSC 25-01) (the "PSC 25-01"). Pursuant to the terms thereof, PSC 25-01 may be renewed for a period of one (1) year upon mutual written agreement of the Parties and may be modified by a written amendment which is executed by the Parties. Contractor has performed the services and provided the deliverables under PSC 25-01 and the Parties have mutually agreed to (a) renew PSC 25-01 for a period of one (1) year; and (b) amend PSC 25-01 to (i) set forth the services that the Contractor will perform during the term of this Contract; and (ii) establish terms for the payments of amounts which are owed by the University and/or which become due and payable during the term of this Contract.

The Contractor shall provide KSU with comprehensive marketing, lead generation, and contact center follow-up services to support the University's enrollment initiatives. These services include the development of customized microsites and landing pages, execution of targeted multi-channel campaigns, rapid response outreach to prospective students, lead qualification, and application assistance.

The specific services and deliverables to be provided by the Contractor are set forth in **Schedule A (Scope of Services and Deliverables)**, and the responsibilities of the University necessary to support these services are set forth in **Schedule B (University Responsibilities)**. The Parties agree that Schedules A and B form part of this Contract and shall govern the performance of obligations under this PSC.

Intellectual Property & Deliverables. Sway retains ownership of all Deliverables until full payment of all amounts due under this Contract (including the Past-due Balance and Deferred Payments in accordance with the terms of **Schedule C – Past-Due Balance & Deferral Ledger**). While the University is current on its payment obligations under this PSC, Sway grants a limited, non-exclusive, non-transferable license to use the Deliverables for marketing and enrollment activities. Sway may suspend this license if the University is more than 60 days past due on any amounts owed under this PSC. Upon full payment of all amounts owed under this PSC (including the Past-Due Balance and all Deferred Payments), Sway shall grant the University a perpetual, royalty-free license to use the deliverables for marketing and enrollment activities. The term "Deliverables" means all landing pages, creative, generated leads and other items which have been or are hereafter created or developed by Contractor and/or provided by Contractor to the University pursuant to or in connection with the performance of its services under PSC 25-01 and/or this Contract.

In the event of conflict between the general terms of this PSC and Schedules A or B, the PSC shall control except where the Schedules provide greater specificity regarding Deliverables, timelines, or responsibilities, in which event the terms of such Schedules shall govern and control.

II. Contract Components and Order of Precedence

This PSC is a valid contract between the Parties consisting of the following:

- A. Procurement statutes, regulations, and policies;
- B. This written agreement and any subsequent written amendments to this PSC;
- C. Any addenda to the solicitation (RFP);
- D. The solicitation and any and all attachments;
- E. Any best and final offer;
- F. Any clarifications concerning the Contractor's proposal in response to the solicitation;
- G. The Contractor's proposal in response to the solicitation;
- H. Contractor Schedule A – Scope of Services and Deliverables;
- I. Contractor Schedule B – University Responsibilities;
- J. Contractor Schedule C – Past-Due Balance & Deferral Ledger; and
- K. Contractor Schedule D - Projected Budget and Payment Schedule.

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

III. Negotiated Items

Not applicable.

IV. Pricing, Payment, and Term

The cost for the term of this Contract shall not exceed \$3,877,767.88 (excluding interest on any unpaid amounts).

In the event that this Contract is renewed, the total cost for the second term shall be negotiated based on the needs of the University as agreed upon by the Parties.

A. Invoicing and Payment

Pursuant to KRS 45A.695, no payment shall be made on any invoice unless the individual, firm, partnership, or corporation awarded the Personal Service Contract submits the invoice for payment on the Personal Service Contract Invoice Form established by the Legislative Research Commission, Government Contract Review Committee.

The Contractor shall submit invoices to the Accounts Payable Department of Kentucky State University via email to accounts.payable@kysu.edu.

Payment for services will be made upon receipt of an approved invoice using the Personal Service Contract (PSC) Invoice Form. Payment terms are net thirty (30) days.

Invoices for services must include an original signature, as well as the following: the Contract number, the dates of service, the total number of hours worked, a description of the services provided, and the total amount due.

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

B. Invoicing & Timing

Sway shall issue invoices on the first day of each month for Services to be performed that month (invoiced in advance, paid in arrears) and for marketing and lead generation expenses in the following month (invoiced and paid in advance). All undisputed amounts are due Net 30. Example: an invoice dated August 1 is due by August 30.

An initial payment of **\$304,200.00** will be **due upon signing** of the PSC for marketing and lead generation expenses to be incurred immediately by Sway upon signing the PSC.

C. Alternate Arrangements

Any alternate payment arrangements must be mutually agreed by the Parties in writing before the Due Date and executed by Sway's President & COO and KSU's CFO.

D. Late Payment

All undisputed amounts are due within thirty (30) days from the invoice date ("Due Date"). Any undisputed amount not received within fifteen (15) days after the Due Date shall be deemed past due. Past-due amounts shall accrue interest from the Due Date until paid in full at the rate of one percent (1.0%) per month (equivalent to twelve percent (12%) per annum), or the maximum rate permitted by law, whichever is less. Interest will be calculated and applied on a monthly compounding basis. Assessment of interest shall be in addition to, and not in lieu of, the Contractor's right to suspend services, defer deliverables, or pursue other remedies available under this Contract.

E. Disputed Invoices

The University must dispute any invoice in writing within 15 days of its receipt thereof, describing in reasonable detail the reasons for such dispute. All undisputed invoices or portions thereof must be paid on time. If the University disputes any invoice, the Parties shall work in good faith to promptly seek to resolve such dispute. Resolved disputes in Sway's favor must be paid within 15 days with applicable late charges.

F. Acknowledgment of Past-Due

To materially induce the Contractor to enter into this Contract, as a, the University acknowledges and agrees that the Past-Due Balance set forth in **Schedule C (Past-Due Balance & Deferral Ledger)** is valid, due, and payable without offset or deduction and shall accrue interest at the rate of twelve percent (6%) per annum until paid in full. The Past-Due Balance and all interest accrued thereon shall be due and payable as set forth in the Payment Schedule attached as Schedule D Projected Combined Budget and Payment Schedule or immediately upon termination of this Contract, whichever occurs first., in Schedule C shall be deemed incorporated into this Contract as if fully set forth herein. Any partial payments, adjustments, or reconciliations shall be recorded on an updated Schedule C, and the remaining Past-Due Balance reflected therein shall continue to be valid, due, and payable without the need for a formal amendment to this Contract.

G. Deferred Payments

Any amounts owed under this Contract (excluding the Past-Due Balance) which are invoiced by the Contractor on a monthly basis but which the Contractor agrees that the University may defer payment of ("**Deferred Payments**") shall be recorded on **Schedule C (Past-Due Balance & Deferral Ledger)**. All such Deferred Payments shall accrue interest at the rate of six percent (6%) per annum, calculated and compounded on a monthly basis, and shall be due and

payable no later than May 31, 2026, or immediately upon termination of this Contract, whichever occurs first. Schedule C shall be updated as necessary to reflect updates to the Past-Due Balance, Deferred Payments, any payments made towards the Past-Due Balance and/or Deferred Payments, interest accruals, and as updated, shall constitute the binding statement of amounts owed under this Contract without the need for further amendment of this Contract.

H. No Offset

Payments shall be made without offset, deduction, or counterclaim, except as expressly permitted.

I. Terms and Conditions

Contract Effective Date

This Personal Service Contract shall be deemed effective upon full execution by the Parties and approval by the Government Contract Review Committee.

Contract

This Personal Service Contract shall represent the entire agreement between the Parties. Prior negotiations, representations, or agreements, either written or oral, between the Parties hereto relating to the subject matter hereof shall have no effect on this Contract.

Contract Term and Renewal Option

The term of the Contract shall be from July 1, 2025, through June 30, 2026.

Renewal options are as described below:

One (1) one-year (1-year) renewal upon mutual written agreement by the Parties and approval by the GCRC.

Changes and Modifications to the Contract

Except for amendments to Schedule C as described in Section IV.G above (which may be effected from time to time by the execution of an updated Schedule C signed by an authorized representative of the University and the Contractor), no modification or change to any provision of the Contract shall be made, or be construed to have been made, unless such modification is mutually agreed to in writing by Kentucky State University and the Contractor and incorporated as a written amendment by Kentucky State University prior to the proposed effective date of such modification or change. Modification shall be subject to prior approval from the University's Purchasing Department, the University's General Counsel, and the Legislative Research Commission, Government Contract Review Committee. Memoranda of understanding, written clarifications, and other correspondence shall not be construed as amendments to the Contract.

Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature shall be directed to the University's General Counsel.

V. Personal Service Contract (PSC) Standard Terms and Conditions

Whereas, the First Party, Kentucky State University, has concluded that University personnel are not available to perform said functions or that it would not be feasible to utilize University personnel to perform said functions; and

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

Whereas, for the aforementioned reasons, the University desires to avail itself of the services of the Second Party.

NOW THEREFORE, the following terms and conditions are applicable to this Contract:

Choice of Law and Forum

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky. Any action brought against the University concerning the Contract, including, but not limited to, actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky, in accordance with KRS 45A.245.

Cancellation

Cancellation for Convenience — Kentucky State University may terminate this Contract for convenience by providing thirty (30) calendar days' written notice to the Contractor. In such event, the University shall pay (i) for all Services performed through the termination date, (ii) all non-cancelable costs and reasonable wind-down expenses incurred by the Contractor, and (iii) the Past-Due Balance and all Deferred Payments reflected on Schedule C, together with any accrued interest.

Cancellation for Non-Performance, Default — Kentucky State University may terminate the PSC for non-performance, as determined by the University, for causes such as:

- Failure to provide satisfactory quality of service, including: (1) failure to maintain adequate personnel (whether arising from labor disputes or otherwise); (2) any substantial change in ownership or proprietorship of the Contractor which, in the opinion of the University, is not in its best interest; or (3) 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 contained herein.
- 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 the Contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the filing of such involuntary petition shall not be considered an event of default until sixty (60) days after the filing of said petition so that the Contractor might have, during that sixty-day period, 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.

The University will provide thirty (30) calendar days' written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within those thirty (30) calendar days, the Director of Purchasing may terminate the Contract immediately.

Permits, Licenses, and Commonwealth Registration

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

The Contractor must furnish certification of the authority to conduct business in the Commonwealth of Kentucky as a condition of the Contract Award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

The Contractor shall pay all sales, use, personal property, and any other taxes which are chargeable to or assessable against the Contractor arising out of this Contract and the transaction contemplated hereby. Any other such taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions for its personnel which are required by local and federal law, including, but not limited to, old age pension, Social Security, or annuities.

Attorneys' Fees

If either Party deems it necessary to take legal action to enforce any provision of the Contract, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable expenses of such action, including the attorneys' fees and costs at all stages of litigation.

Indemnification

Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, its affiliates, and their respective officers, agents, and employees ("Indemnified Party") from and against any and all losses, claims, suits, actions, expenses, damages, costs (including reasonable attorneys' fees and court costs), and liabilities of any nature which are suffered or incurred in connection with any third-party claim arising out of or relating to (i) the Indemnifying Party's performance or failure to perform under this Contract, or (ii) the negligence, willful misconduct, or breach of this Contract by the Indemnifying Party or its officers, agents, employees, or subcontractors.

This clause shall survive termination or expiration of this Contract for the applicable statute of limitations.

Funding Out Provision

Kentucky State University may terminate this Contract due to a lack of appropriated or available funds by providing thirty (30) calendar days' written notice to the Contractor. Notwithstanding the foregoing, such termination shall not relieve the University of its obligation to pay (i) all amounts validly invoiced and approved prior to the termination date, and (ii) the Past-Due Balance and Deferred Payments reflected on Schedule C, together with any accrued interest.

Reduction in Contract Workers'

Hours Not applicable.

Authorized to do Business in Kentucky

Businesses may register with the Secretary of State at: <http://www.sos.ky.gov/pages/default.aspx>

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

If a foreign entity, the Contractor shall maintain a certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State pursuant to the process outlined below.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person

produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9- 010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive, or the awarded contract shall be cancelled.

Invoices for Fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoices must conform to the method described in this Contract.

As aforementioned, pursuant to KRS 45A.695, no payment shall be made on any invoice unless the individual, firm, partnership, or corporation awarded the personal service contract submits the invoice for payment on the Personal Service Contract Invoice Form established by the Legislative Research Commission, Government Contract Review Committee.

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

Travel Expenses, if Authorized

The Contractor shall be paid for no travel expenses, unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the University. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Other Expenses, if Authorized Herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Contract, or authorized in advance and in writing by Kentucky State University.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish copies of same in support of requests for payment submitted to Kentucky State University.

Purchasing and Specifications

The Contractor certifies that it will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will it attempt in any way to influence any purchasing of services, commodities, or equipment by Kentucky State University. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "it" is construed to mean "he" or "she" if only one person is involved. If a firm, partnership, corporation, or other organization is involved, then "it" is construed to mean any person with an interest therein.

Conflict-of-Interest Laws and Principles

The Contractor certifies that it is legally entitled to enter into this Contract with Kentucky State University, and by holding and performing this Contract, it will not be violating any conflict-of-interest statute (KRS 45A.330-45A.340, 45A.990, 164.390) or the University's Ethical Principles and Code of Conduct.

Access to Records

The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, Kentucky State University, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Contract for the purpose of a financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Protest

Pursuant to KRS 45A.285, Kentucky State University's General Counsel shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the University General Counsel. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Kentucky State University
General Counsel
400 East Main Street
Frankfort, KY 40601

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by Kentucky State University shall be final and conclusive.

Social Security (check one)

 X The Parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is not liable for Social Security contributions relative to the compensation of the Second Party for this Contract.

 The Parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is liable for Social Security contributions relative to the compensation of the Second Party for this Contract.

Violation of Tax and Employment Laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the Contract to reveal to the Commonwealth, prior to the award of the Contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers' compensation insurance laws, respectively.

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

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the Contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final

determination, as described above, or failure to comply with the above statutes for the duration of the Contract, shall be grounds Kentucky State University's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms and conditions for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor

or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Non-Solicitation of Personnel

During the Term of this Contract and for twelve (12) months thereafter, neither Party shall directly or indirectly solicit, hire, or engage any employee, contractor, or consultant of the other Party who was materially involved in the performance of this Contract, without the prior written consent of the other Party. General job postings or recruiting efforts not specifically targeted at such individuals shall not constitute a violation of this Section.

This restriction shall not apply where (i) the individual has not been employed or engaged by the other Party for at least ninety (90) days prior to commencement of employment or engagement with the hiring Party, and (ii) the individual independently applies or responds to a general solicitation not specifically directed at such person.

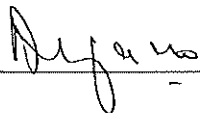
Breach of this Section shall entitle the non-breaching Party to seek injunctive relief and damages.

{End of Personal Services Contract: Signature Page to Follow}

VI. Approvals

This Contract is subject to the terms and conditions stated herein. By affixing signatures below, the Parties verify that they are authorized to enter into this Contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the Parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Contract.

First Party – Kentucky State University

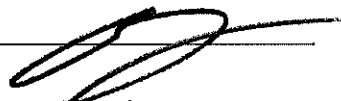
Signature. 

Printed Name. Dr. Koffi C. Akakpo

Title. President

Date. 10/27/2025

Second Party – Contractor

Signature. 

Printed Name. Aaron D. Traphagen

Title. President & COO

Date. 10/27/2025

Approved as to form and legality

Signature. Nicole M. Sergent

Printed Name. Nicole Sergent

Date. 11/3/25

General Counsel, Kentucky State University

Schedule A – Scope of Services and Deliverables (Contractor)

I. Marketing and Lead Generation Services

Sway shall provide Kentucky State University with the marketing and lead generation services described herein. These services include, but are not limited to, the development of customized microsites and landing pages, execution of targeted multi-channel campaigns, and implementation of a structured lead nurture strategy. Additional services encompass advanced capabilities such as SEO optimization, predictive analytics, content development, and competitor analysis. Collectively, the services outlined below are intended to increase inquiry volume, improve lead quality, and support measurable growth in applications and enrollments.

A. Microsites / Landing Pages

1. Develop customized microsites and landing pages aligned with KSU's brand guide and creative assets.
2. Incorporate data validation services to ensure accurate lead capture.
3. Utilize enhanced tracking tools for performance analysis.
4. Establish a fully integrated data flow to KSU's CRM.

B. Marketing & Lead Generation Campaigns

1. Create a comprehensive marketing strategy leveraging:
 - a. Social media campaigns.
 - b. Third-party paid media (PPC, CPM, CPL).
 - c. Other paid media channels
 - d. Deliver customized ad sets.
 - e. Implement tracking and analytics tools to monitor results.
 - f. Provide ongoing campaign management, including daily performance assessments.
 - g. Implement BOT blocking and identification features.
 - h. Help KSU establish corporate partnerships for lead and student recruitment.

C. Lead Nurture Strategy

1. Design a strategic, automated communication plan to nurture leads.
2. Create persona-based content strategies aligned with defined goals and audience segments.
3. Implement drip campaigns with automated email and SMS messaging tailored to degree/program interests.
4. Provide phone scripts for contact center agents to ensure consistent, effective outreach.
5. Develop mid- and post-campaign reports including metrics such as targeting, retargeting, conversions, and bounce rates.

D. Additional Marketing & Lead Generation Elements

1. Create program-specific content (videos, blogs, whitepapers) to drive organic engagement and improve SEO/AI Overviews/
2. Work to help create a GEO campaign alongside KSU (Generative Engine Optimization) - aligning paid media, website, blogs, press releases, and alignment with traditional campus marketing campaigns.
3. Develop dynamic ad creative testing (A/B and multivariate) to optimize messaging, visuals, and calls-to-action.
4. Personalize ad and landing page messaging by audience segment (e.g., undergraduate vs. graduate leads).
5. Implement lookalike and retargeting audiences on paid media platforms to expand reach to high-value prospects.
 - a. Develop specific personas for the online degrees
6. Conduct competitor analysis for online.
7. Research purchasing journey for online students to identify friction points from marketing through starting class in the student's first term.

8. Leverage CRM segmentation and predictive analytics to prioritize leads with the highest likelihood of conversion.
9. Conduct ongoing data hygiene and enrichment to ensure leads are accurate, current, and usable.
10. Execute SEO optimization for microsites/landing pages to capture organic traffic in addition to paid campaigns.
 - a. Such as capturing website visitors who do not fill out an inquiry form
11. Deploy content-driven inbound campaigns (guides, webinars, virtual info sessions) as lead magnets.
12. Use real-time dashboards to track inquiries, applications, and cost-per-lead across campaigns.
13. Provide weekly performance reviews with optimization recommendations.
14. Conduct attribution modeling to better understand which channels are driving the highest-quality leads.
15. Layer behavioral triggers into drip campaigns (e.g., clicks, page visits) for tailored follow-ups.
16. Introduce progressive profiling on forms to gather more detailed student data over time without creating friction.
17. Ensure marketing automation integration with CRM and contact center systems for seamless handoffs.
18. Build campaigns with scalability in mind, so that successful pilots can expand across multiple programs.

All marketing and lead generation services shall be delivered in accordance with the timelines, performance standards, and reporting requirements mutually agreed upon by Sway and Kentucky State University. Sway shall provide regular reports detailing campaign activity, results, and recommendations for optimization. Kentucky State University shall provide timely access to necessary data, systems, and institutional resources to enable successful execution of the services. Except as otherwise agreed in writing, Sway's obligations are limited to the scope of services expressly described in this section, and measurable outcomes shall be evaluated based on the delivery of agreed services and campaign activities.

II. Lead Lifeline Contact Center Services (Post-Lead Submission)

Sway shall provide Kentucky State University with comprehensive Lead Lifeline contact center services to ensure rapid response and effective management of prospective student inquiries. These services include immediate multi-channel outreach, lead qualification, and personalized engagement, all supported by trained agents operating as an extension of the institution. In addition, Sway will provide application guidance, CRM documentation of interactions, and robust reporting to ensure transparency and measurable outcomes. The services outlined below are designed to maximize contact rates, improve application completion, and strengthen the overall enrollment funnel.

A. Lead Response

1. Sway shall initiate contact with each prospective student in a timely manner, consistent with industry best practices in order to prevent lead aging.
2. Sway shall maintain agent availability on a 24 hours per day, 7 days per week, 365 days per year basis. Outbound calls shall be made within the times permitted by applicable federal and state laws.

B. Multi-Channel Outreach

1. Sway shall conduct outreach to each lead using multiple communication channels, including telephone calls, text messaging, email, and voicemail drops.
2. Outreach cadence shall be structured and tailored to the University's enrollment timelines as mutually agreed by the parties.

C. Personalized Engagement

1. Sway shall ensure that its agents are trained on the University's programs, admissions criteria, and value propositions, and shall require agents to act as an authentic extension of the institution.
2. All communications shall be tailored to prospective student needs with the goal of maintaining engagement and progressing the lead through the enrollment process.

D. Application Guidance and Completion Support

1. Sway shall verify the interest, eligibility, and readiness of prospective students to proceed with the enrollment process.
2. Sway shall provide step-by-step support to prospective students during the application process.
3. Agents shall respond to student questions, clarify requirements, and address barriers to application submission.
4. Workflows shall be aligned with the University's systems to ensure consistency and continuity.

E. Transparency and Reporting

1. Sway shall document all interactions in the University's CRM to ensure complete visibility.
2. Sway shall provide the University with regular reports detailing outreach performance, lead engagement, and outcomes, in a format and frequency agreed upon by the parties.

F. Quality and Compliance

1. Sway shall ensure that all agents follow University-approved scripts and business rules.
2. Sway shall implement quality assurance processes to monitor, evaluate, and enforce consistent service delivery.

All contact center services shall be delivered in alignment with Kentucky State University's admissions processes and business rules. Sway shall maintain quality assurance protocols and compliance standards to ensure consistent, high-quality service delivery. Regular reports will be provided to KSU detailing outreach activity, lead engagement, and outcomes. Kentucky State University shall provide timely access to relevant systems, data, and resources to enable the successful performance of these services. Except as otherwise agreed in writing, Sway's obligations are limited to the scope of services expressly described in this section.

Schedule B – University Responsibilities (the “University”)

To enable the Contractor to perform, the University shall:

I. Project Governance

- A. Lead: University Authorized Project Representative
- B. Appoint an Authorized Project Representative who holds authority to approve deliverables, allocate resources, and escalate unresolved issues, with direct access to university leadership for decision-making and approvals.
- C. Participate in regular governance meetings and decision-making forums.
- D. Escalate unresolved issues within three (3) business days to the designated executive sponsors of both Parties. Escalations shall follow the governance framework defined in Schedule A, Section I.

II. Personnel & Support

- A. Staffing Commitment: The University shall maintain sufficient staffing to support the successful execution of the online project. Staffing levels will be aligned with the needs of the initiative and adjusted as necessary to ensure operational effectiveness.

III. Timely Responses and Service-Level Commitments

- A. Lead: University Authorized Project Representative
- B. Adhere to defined service levels for communication and task response, excluding weekends, holidays, and out-of-office periods. Out of office messages must include an alternate contact for urgent needs.
- C. Definition of terms:
 - **Routine:** Communications, inquiries, or tasks that do not have immediate operational or student impact and can be addressed within normal business prioritization. *Examples:* standard information requests, document reviews, scheduling coordination, or non-critical clarifications.
 - **Priority:** Items that are time-sensitive and require attention sooner than a normal response cycle to maintain project timelines or stakeholder commitments but do not present an immediate risk to student experience, compliance, or system continuity. *Examples:* pending approvals for content or marketing materials, policy feedback requests, or upcoming project deadlines requiring confirmation or data.
 - **Urgent:** Matters that, if not addressed promptly, may disrupt student services, compliance obligations, system functionality, or contractual deliverables. *Examples:* issues affecting enrollment or registration, academic progress, technology access, financial-aid processing, or any deadline tied to regulatory or accreditation requirements.
- D. Response times:
 - Respond to **routine** communications and requests (internal and student-facing) within **two (2) business days**.
 - Respond to **priority** communications and requests (internal and student-facing) within **one (1) business day**.
 - Respond to **urgent** communications and requests (internal and student-facing) **as soon as practicable, but no later than eight (8) business hours (8 a.m.-5 p.m. Eastern Time)**.
- E. Ensure adherence to these service levels by all University personnel engaged with the project.

IV. Systems Access and Support

- A. Leads: University IT Director, CRM/SIS Administrators
- B. Provide timely access to CRM, SIS, and other systems necessary to facilitate the operation and scaling of the online program.
- C. Routine account creation for staff and student accounts shall be provided within three (3) business days of request.
- D. Urgent requests for access shall be processed within one (1) business day.

- E. Maintain authentication, integration, and system support as reasonably required.
- F. Ensure timely technology system updates, contract renewals, and ongoing support for authentication and integrations, in alignment with governance meetings and approval forums/processes.

V. Financial Responsibilities

- A. Lead: University Chief Financial Officer
- B. Pay all Contractor invoices in a timely fashion and without offset, in accordance with the Payment Terms of this Contract.
- C. Acknowledge and pay all past-due balances as set forth in **Schedule C (Past-Due Balance & Deferral Ledger)**.
- D. Recognize any deferred revenue as earned and payable, including in the event of termination as set forth in **Schedule C (Past-Due Balance & Deferral Ledger)**.
- E. Inform the Contractor promptly and in writing if the University's financial position, funding status, or budget allocations undergo any substantive change that could reasonably affect payment obligations or the continuation of contracted services.
- F. The University shall provide updated financial contact information for the CFO's office and ensure continuity of communication during any administrative transitions.

VI. Meetings, Documentation, and Recordkeeping

- A. Lead: University Authorized Project Representative
- B. Document and share all decisions impacting online programs with the Contractor and University Director of Online Education within one (1) business day.
- C. Both Parties shall maintain shared access to the most current approved documentation in a secure, mutually agreed repository.

Schedule C – Past-Due Balance & Deferral Ledger

Effective Date: July 1, 2025

I. Acknowledgements

A. Incorporation by Reference

This Schedule C is expressly incorporated into and made part of the Contract between Kentucky State University ("KSU") and the Contractor. The balances, deferrals, payments, and accrued interest set forth herein are deemed valid, due, and payable without offset or deduction.

B. Binding Effect and Updates

Schedule C shall be treated as a living ledger which shall be updated periodically to reflect partial payments, reconciliations, adjustments, or additional deferrals. Each updated Schedule C shall be executed by an authorized representative of each and shall include the Effective Date of such updated Schedule C. An updated Schedule C shall automatically amend and replace the prior version, without the need for further formal amendment of the Contract. The amounts reflected in the most current version of Schedule C shall constitute the binding statement of the Past-Due Balance and Deferred Payments owed under the Contract as of the Effective Date of such Schedule C, together with applicable interest.

C. Payment Application

1. Payments shall be applied in the following order: (i) first to accrued interest, and (ii) then to the oldest outstanding principal balance.
2. All balances shown above are deemed valid, due, and payable without offset or deduction.

II. Past-Due Balances

Section A: Past Due Balance								
Invoice Date	Due Date	Description	Principle Amt	Interest Rate (APR)	Months	Payment Date	Total Interest	Outstanding Balance
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
				12%	0.00		\$0.00	\$0.00
Totals			\$ -				\$0.00	\$0.00

III. Deferred Payments

Section B: Deferred Revenue							
Date Deferred	Reference Invoice(s)	Principal Deferred	Interest Rate (APR)	Months	Target Payment Date	Total Interest	Total Due
8/30/25	Services & Deliverables Aug 2025	\$310,000.00	6%	11	6/30/26	\$ 17,482.71	\$327,482.71
9/30/25	Services & Deliverables Sept 2025	\$ 50,000.00	6%	10	6/30/26	\$ 2,557.01	\$ 52,557.01
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
						\$ -	\$ -
Totals		\$360,000.00				\$ 20,039.71	\$380,039.71

IV. Approvals

By signing below, the Parties acknowledge that this Schedule C reflects the accurate statement of the Past-Due Balance and Deferred Payments owed by the University as of the Effective Date set forth above.

First Party – Kentucky State University

Signature. *[Signature]*

Printed Name. Dr. Koffi C. Akakpo

Title. _____ President

Date. 10/27/2025

Second Party – Contractor

Signature. _____

Printed Name. Aaron D. Traphagen

Title, President & COO

Date. 10/27/2025

Schedule D – Projected Budget and Payment Schedule

I. Projected Budget

Sway Communications Budget: 2025/2026				
Area	Item	Final Total	Months	Monthly
Marketing & Enrollment Services				
	Admissions Coun	\$ 341,250.00	12	\$ 28,437.50
	Enrollment Coun	\$ 142,187.50	12	\$ 11,848.96
	CC Support	\$ 33,800.00	12	\$ 2,816.67
	Marketing and Lead Generation	\$ 3,346,200.00		\$ 304,200.00
	July & August Adjustment	\$ 14,330.38		
	Totals	\$ 3,877,767.88		\$ 347,303.13

II. Payment Schedule: AY 2025/2026

AY 2025/2026 Payment Schedule						
Year	Month	Invoice Date	Due Date	Invoice Amount	Deferred Expenses	Notes
2025	July	7/1/25	7/31/25	\$ 372,000.00		
2025	August	8/1/25	8/31/25		\$ 310,000.00	Defer Aug Services
2025	September	9/1/25	10/1/25	\$ 304,200.00	\$ 50,000.00	Defer September Services
2025	October	10/1/25	10/31/25	\$ 347,303.13		
2025	November	11/1/25	12/1/25	\$ 347,303.13		
2025	December	12/1/25	12/31/25	\$ 347,303.13		
2026	January	1/1/26	1/31/26	\$ 347,303.13		
2026	February	2/1/26	3/3/26	\$ 347,303.13		
2026	March	3/1/26	3/31/26	\$ 347,303.13		
2026	April	4/1/26	5/1/26	\$ 347,303.13		
2026	May	5/1/26	5/31/26	\$ 347,303.13		
2026	June	6/1/26	7/1/26	\$ 380,039.71		Payment of all Deferred Expenses plus Interest
				\$ 43,103.13		
Totals				\$ 3,877,767.88		



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM ~~4.C.viii~~

ACTION ITEM:

FY2027 Tuition and Fees

FACTS:

The following schedule of 2026-27 Tuition and Fees is presented to the Board of Regents for approval.

The Council of Postsecondary Education (CPE) has set a maximum base rate increase of no more than \$630 over two years, and a maximum increase of no more than \$420 in any one year, for comprehensive universities.

For the 2025-2026 academic year, KSU elected to implement the maximum increase at \$420. Therefore, the tuition for 2026-2027 cannot exceed \$210.

2026 - 2027 Tuition and Fee Schedule (Per Semester)

Full-Time Classification Fee Schedule

Resident (In-State Students)

Credit Hours	Tuition
12 to 18**	\$ 4,415.00
19	\$ 4,783.00
20	\$ 5,151.00
21	\$ 5,519.00

Non-Resident (Out-of-State Students)

Credit Hours	Tuition
12 to 18**	\$ 6,622.50
19	\$ 7,174.50
20	\$ 7,726.50
21	\$ 8,278.50

Undergrad	Per Credit Hour
Resident	\$ 368.00
Non-Res	\$ 552.00
Virtual <1>	\$ 437.00

Graduate	Per Credit Hour	\$	
Virtual <1>	\$	605.00	

Global Campus	Undergrad	Per Credit Hour
	KYSU Global	\$ 350.00
	Military	\$ 250.00

Global Campus	Graduate	Per Credit Hour
	KYSU Global	\$ 475.00
	Military	\$ 275.00

High School	Per Credit Hour
Dual Enroll High School <2>	\$ 97.00

Doctor of Nursing Practice	Per Credit Hour
	\$ 620.00

**Maymester, Summer, and Wintermester courses will be billed PER CREDIT HOUR.

Residence Halls

Dormitory	Single	Double	Triple	Quad	Suite	Meal Plans
Combs	\$ 5,000.00	\$ 2,850.00	n/a	n/a	n/a	On-Campus:
Kentucky/Chandler	\$ 5,000.00	\$ 2,850.00	\$ 2,250.00	n/a	\$ 3,650.00	12 weekly meals w/ \$500 \$ 1,650.00
Hunter Hall	n/a	\$ 2,850.00	n/a	n/a	n/a	19 weekly meals w/ \$350 \$ 1,950.00
The Halls	\$ 4,000.00	\$ 2,500.00	n/a	n/a	\$ 3,500.00	9 weekly meals w/ \$750 \$ 1,250.00
McCullin	\$ 5,500.00	n/a	n/a	n/a	\$ 3,650.00	Commuter Meals
Young	n/a	n/a	n/a	n/a	\$ 3,650.00	Plan 275 \$ 275.00
Thorbred	\$ 6,000.00	\$ 5,000.00	n/a	\$ 4,750.00	n/a	Faculty/Staff 250
Grad Int'l Housing	\$ 3,250.00	n/a	n/a	n/a	n/a	50 meal swipes \$ 350.00
						20 meal swipes \$ 150.00
Associated Fees:						Associated Fee:
Laundry Fee	\$ 60.00					ID Card Replacement \$ 25.00
Housing Reservation Fee<3>	\$ 250.00					

Academic Services Building - 3rd Floor

Registrar	502-597-6234
Auxiliary Services	502-597-5692
Housing	502-597-6123

Bursar	502-597-6278
Financial Aid	502-597-5960

Mandatory Fees

Activity Fee	\$ 175.00	Safety & Security Fee - Per Semester - Res/Non	\$ 52.00
Asset Preservation Fee* - Res/Non - Per Semester	\$ 150.00	Safety & Security Fee - Per Credit Hour (part-time)	\$ 10.00
Asset Preservation Fee* - Per Credit Hour (part-time)	\$ 10.00	Technology Fee - Per Semester - Res/Non	\$ 156.00
Homecoming Fee (Fall Semester)	\$ 60.00	Technology Fee - Per Credit Hour (part-time)	\$ 30.00

ALL FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Tuition and/or fees are subject to approval by the Kentucky Council on Postsecondary Education

Other Participatory Fees**Application Fees:**

International: \$ 50.00

Graduation Fees<4>:

Undergraduate: \$ 100.00

Graduate : \$ 150.00

Miscellaneous Fees <3>:

Late Registration \$ 200.00

Orientation Fee \$ 150.00

Vehicle Registration(student, faculty/staff) \$ 50.00 per semester

Miscellaneous Fees, cont'd:

Payment Plan (in-house) Set-Up Fee \$ 50.00

Returned Check Fee \$ 50.00

Thesis Fee \$ 40.00

Transcript Fee \$ 10.00

Diploma Replacement (Undergraduate) \$ 20.00

Diploma Replacement Cover (Undergrad) \$ 30.00

Diploma Replacement (Graduate) \$ 30.00

Diploma Replacement Cover (Graduate) \$ 50.00

Nursing Student Liability \$ 25.00

Nursing Student Drug Screening \$ 50.00

Course Fees**Biology**

BIO 101 107 108 111 204 210 212 301 302 303
304 305 307 309 315 316 317 318 408
410 411 412 413 417 427 460 \$ 50.00

Aquaculture

AQU 410 412 428 510 512 \$ 50.00

Chemistry

CHE 109 110 120 209 303 310 320 350 414 425 \$ 55.00

Applied Information Technology

CIT 110 111 112 120 136 137 200 220 255 310
355 360 450 451 \$ 40.00

Computer Science

COS 100 101 108 109 180 200 230 232 242 250
300 301 340 350 410 420 481 482 483 484
485 502 504 511 512 513 514 515 517 518
520 533 581 582 583 584 585 586 587
588 589 \$ 30.00

Journalism

JOU 202 204 206 302 322 364 367 373 \$ 139.12

Nursing

NUR 105 114 204 214 325B 330B 340B 405B
406B 440B 450B 462B \$ 350.00

Physical Science

PHS 201 202 \$ 40.00

Physics

PHY 111 112 207 208 211 212 390 \$ 40.00

Social Work

SOW 201 \$ 100.00

Art

ART 101 110 112 113 211 305 306 310
319 330 405 419 430 431 432 \$ 50.00

ART 130 360 \$ 25.00

ART 220 240 315 317 340 415 417 420
433 434 435 436 437 438 439 440
441 442 443 444 \$ 70.00

ART 307 312 322 407 412 451 452 453 \$ 100.00

Music

MUS 112 114 212 214
Music Theory I, II, III, IV \$ 50.00

Half Hour Private Lesson \$ 70.00

One Hour Private Lesson \$ 100.00

Test Fees

ACT Test Fee National \$ 34.00

ACT Test Fee Residual \$ 34.00

Correspondence Exams \$ 25.00

MAT (Miller Analogies Test) \$ 77.00

NLN/ACE \$ 70.00

NCLEX Review \$ 350.00

SAT 1 Test (Reasoning) \$ 49.00

SAT 2 Test - Subject (each) \$ 22.00

SAT 2 Test (Listening) \$ 22.00

TOEFL Test \$ 125.00

Testing Transcript (per copy) \$ 5.00

<1> An undergraduate student who is registered for 12 or more hours (online exclusively will be classified as a full-time student and shall be charged based on the normal tuition and fee schedule or residency). All students enrolled in online courses with at least 6 hours of the instruction delivered online will be assessed an additional \$10.00 per credit hour access fee (included in PCH rate)

<2> Dual credit rates are \$80.00 per credit hour.

<3> This is a non-refundable fee.

<4> Fee does not include regalia such as cap and tassel, gown, cord and/or hood.

<5> Course Materials Fee is \$37.00 per credit hour for part-time load undergraduate and grad.

ALL FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Tuition and/or fees are subject to approval by the Kentucky Council on Postsecondary Education



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

INFORMATION ITEM ~~4.D~~

INFORMATION ITEM:

Capital Planning and Facilities Management Update

FACTS:

General Updates on the following projects:

- Health Sciences Center
- Shauntee Hall
- Chandler Hall
- Bradford Hall



KENTUCKY STATE
UNIVERSITY



I am not anxious to be the loudest voice or the most popular. But I would like to think that at a crucial moment, I was an effective voice of the voiceless, an effective hope of the hopeless.

WHITNEY M. YOUNG, JR.

Finance & Administration

Information

- FY2024 Audit Update
- FY2025 Audit Update

FY2026 Budget Update

- Projected Net Revenue at 6.30.26 is \$538,197
 - Increased retention and enrollment will have a positive impact on the year-end projections
 - An amended budget will be presented in the spring

Finance & Administration

Information Items

- President's Expense Report July – October 2025
- Expenditures over \$100,000 July – October, 2025

Finance & Administration

Action Items – Personal Service Contracts

- Magellan Learning Solutions, LLC
 - Planning, development, and operation of fully online academic programs
 - \$4,608,577
- Sway Communications, LLC
 - Comprehensive marketing, lead generation, and contact center follow-up services to support the University's enrollment initiatives
 - \$3,877,768

2026-27 Tuition and Fees – Action Item

CPE Policy on Tuition and Fees

After collaborating with stakeholders, CPE staff recommended and the Board approved the following fee ceilings for resident undergraduate tuition and mandatory fees through 2027.

- A maximum base rate increase of no more than \$630 over two years, and a maximum increase of no more than \$420 in any one year, for comprehensive universities.

Proposed Tuition and Fee Increases

For the 2025-2026 academic year, KSU elected to implement the maximum increase at \$420. Therefore, the tuition for 2026-2027 cannot exceed \$210.

Tuition and Fees

Resident (In-State Students)					Non-Resident (Out-of-State Students)		
	Credit Hours		Tuition		Credit Hours	Tuition	
	12 to 18**		\$ 4,415.00		12 to 18**	\$ 6,622.50	
	19		\$ 4,783.00		19	\$ 7,174.50	
	20		\$ 5,151.00		20	\$ 7,726.50	
	21		\$ 5,519.00		21	\$ 8,278.50	
Undergrad	Per Credit Hour				Graduate	Per Credit Hour	\$ 605.00
	Resident	\$ 368.00				Virtual <1>	\$ 605.00
	Non-Res	\$ 552.00					
	Virtual <1>	\$ 437.00					
Global Campus	Undergrad	Per Credit Hour			Global Campus	Graduate	Per Credit Hour
	KYSU Global	\$ 350.00				KYSU Global	\$ 475.00
	Military	\$ 250.00				Military	\$ 275.00
High School	Per Credit Hour				Doctor of Nursing Practice	Per Credit Hour	
	Dual Enroll High School <2>		\$97.00				\$ 620.00
		**Maymester, Summer, and Wintermester courses will be billed PER CREDIT HOUR.					

Mandatory Fees

Mandatory Fees									
Activity Fee				\$ 175.00	Safety & Security Fee - Per Semester - Res/Non				\$ 52.00
Asset Preservation Fee* - Res/Non - Per Semester				\$ 150.00	Safety & Security Fee - Per Credit Hour (part-time)				\$ 10.00
Asset Preservation Fee* - Per Credit Hour (part-time)				\$ 10.00	Technology Fee - Per Semester - Res/Non				\$ 156.00
Homecoming Fee (Fall Semester)				\$ 60.00	Technology Fee - Per Credit Hour (part-time)				\$ 30.00

Other Participatory Fees

Other Participatory Fees							
Application Fees:				Miscellaneous Fees, cont'd:			
International:		\$	50.00	Payment Plan (in-house) Set-Up Fee			
				Returned Check Fee			
Graduation Fees<4>:				Thesis Fee			
Undergraduate:		\$	100.00	Transcript Fee			
Graduate :		\$	150.00	Diploma Replacement (Undergraduate)			
				Diploma Replacement Cover (Undergrad)			
Miscellaneous Fees <3>:				Diploma Replacement (Graduate)			
Late				Diploma Replacement Cover (Graduate)			
Registration		\$	200.00				
Orientation							
Fee		\$	150.00	Nursing Student Liability			
Vehicle Registration(student, faculty/staff)		\$	50.00	per semester	Nursing Student Drug Screening		

Housing and Meals

Residence Halls						Meal Plans		
Dormitory	Single	Double	Triple	Quad	Suite	On-Campus:		
Combs	\$ 5,000.00	\$ 2,850.00	n/a	n/a	n/a	12 weekly meals w/ \$500		\$ 1,650.00
Chandler	\$ 5,000.00	\$ 2,850.00	\$ 2,250.00	n/a	\$ 3,650.00	19 weekly meals/ \$350		\$1,950.00
Hunter Hall	n/a	\$2,850.00	n/a	n/a	n/a	9 weekly meals/ \$750		\$1,250.00
The Halls	\$ 4,000.00	\$ 2,500.00	n/a	n/a	\$ 3,500.00	Commuter Plan 275		\$275.00
McCullin	\$ 5,500.00	n/a	n/a	n/a	\$ 3,650.00			
Young	n/a	n/a	n/a	n/a	\$ 3,650.00	Faculty/Staff		
Thoroughbred	\$ 6,000.00	\$ 5,000.00	n/a	\$ 4,750.00	n/a	50 meal swipes		\$350.00
Grad Int'l Housing	\$ 3,250.00	n/a	n/a	n/a	n/a	20 meal swipes		\$150.00
Associated Fees:						Associated Fee:		
Laundry Fee		\$ 60.00				ID Card Replacement		\$ 25.00
Housing Reservation Fee<3>		\$ 250.00						



Course Fees

Course Fees									
Biology						Physical Science			
BIO 101 107 108 111 204 210 212 301 302 303						PHS 201 202		\$	40.00
304 305 307 309 315 316 317 318 408									
410 411 412 413 417 427 460				\$	50.00	Physics			
						PHY 111 112 207 208 211 212 390		\$	40.00
Aquaculture									
AQU 410 412 428 510 512				\$	50.00	Social Work			
						SOW 201		\$	100.00
Chemistry									
CHE 109 110 120 209 303 310 320 350 414 425				\$	55.00	Art			
						ART 101 110 112 113 211 305 306 310			
Applied Information Technology						319 330 405 419 430 431 432		\$	50.00
CIT 110 111 112 120 136 137 200 220 255 310						ART 130 360		\$	25.00
355 360 450 451				\$	40.00	ART 220 240 315 317 340 415 417 420			
						433 434 435 436 437 438 439 440			
Computer Science						441 442 443 444		\$	70.00
COS 100 101 108 109 180 200 230 232 242 250						ART 307 312 322 407 412 451 452 453			
300 301 340 350 410 420 481 482 483 484								\$	100.00
485 502 504 511 512 513 514 515 517 518									
520 533 581 582 583 584 585 586 587						Music			
588 589				\$	30.00	MUS 112 114 212 214			
						Music Theory I, II, III, IV		\$	50.00
Journalism						Half Hour Private Lesson		\$	70.00
JOU 202 204 206 302 322 364 367 373				\$	139.12	One Hour Private Lesson		\$	100.00
Nursing									
NUR 105 114 204 214, 325B, 330B, 340B, 405B, 406B, 440B, 450B, 462B				\$	350.00				



Finance & Administration

- Capital Planning and Facilities Update
 - Health Sciences Center
 - Shauntee Hall
 - Chandler Hall
 - Bradford Hall



KENTUCKY STATE UNIVERSITY

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Kentucky State University
School of Business

Proposal to Establish

***Center for Advancing Digital Engagement,
Entrepreneurship, and Transformation
(Business CADEET)***

Presented to:

President Koffi Akakpo

For His Approval and Submission to the Board of Regents

November 18, 2025

**Proposal to Establish
Center for Advancing Digital Engagement, Entrepreneurship, and Transformation
(Business CADEET)
in the School of Business
at Kentucky State University**

By James Obielodan, Ph.D.
Professor of Management Information Systems

Executive Summary

This proposal seeks authorization to establish the Center for Advancing Digital Engagement, Entrepreneurship, and Transformation (CADEET) within the School of Business, positioning Kentucky State University as a national leader in digital innovation, data analytics training, workforce development, and entrepreneurial capacity building.

CADEET advances key priorities of the University: strengthening Kentucky's talent pipeline, elevating KSU's visibility, expanding external partnerships, and enabling KSU to respond proactively to workforce and technology trends that shape the global economy. The Center will serve as a strategic driver for elevating institutional competitiveness, enhancing student and community outcomes, and reinforcing KSU's mission as an innovative 1890 land-grant institution.

Operationally, CADEET will focus on four dimensions—Goals, Operations, Administration, and Funding—each crafted to ensure scalability, sustainability, and institutional impact. Programs will support digital literacy, applied analytics, entrepreneurship, micro-credentialing, interdisciplinary training, and industry engagement.

Initial external support totals \$55,000 from PricewaterhouseCoopers and the Howard University & PNC National Center for Entrepreneurship, along with a USDA/NIFA pre-approved grant of \$298,895 supporting data competency training. These investments demonstrate external confidence in KSU's vision and create strong momentum for continued expansion.

CADEET represents a timely and high-value institutional initiative aligned with state workforce goals, strengthening KSU's brand and expanding opportunities for students across disciplines.

The remainder of the document presents the Center's vision, mission, and detailed rationale, along with descriptions of each operational dimension. Supplemental materials and supporting documents are included in the appendix.

Vision Statement

The Center for Advancing Digital Engagement, Entrepreneurship, and Transformation (CADEET) aims to prepare students for the global workforce and economy powered by digital and emerging technologies.

Mission

The Center for Advancing Digital Engagement, Entrepreneurship, and Transformation (CADEET) supports Kentucky State University in preparing today's students as global citizens, lifelong learners, and problem solvers in the digital global economy. CADEET fulfills this mission by offering complementary educational programs, linking research to professional training, and expanding experiential-learning opportunities through partnerships with leading business and industry organizations across Kentucky and the nation.

Rationale (Background and Introduction)

This proposal responds to two major Commonwealth of Kentucky priorities.

First, the Kentucky Workforce Innovation Board (KWIB) identified five high-demand sectors—Healthcare; Manufacturing and Logistics; Construction; Education; and Professional, Scientific, and Technical Services. These sectors increasingly rely on digital skills, analytics, and technology-driven decision-making. CADEET will position Kentucky State University to supply digitally skilled talent aligned with these priorities. <https://kwib.ky.gov/About/Pages/Kentuckys-Top-Five-In-Demand-Sectors.aspx>

Second, Kentucky's Council on Postsecondary Education established the statewide "60x30 Goal," which aims for 60% of Kentucky adults to hold a high-quality credential by 2030. Despite progress in short-term credentials and certifications, gaps remain between Kentucky and national attainment benchmarks.

In the post-COVID-19 era, digital technologies—AI, automation, cloud systems, analytics—are accelerating rapidly, creating significant workforce shortages in digitally skilled fields. Higher education continues to struggle with preparing graduates for job-ready performance. CADEET addresses this gap through digital-focused training, experiential learning, and professional development, improving student employability and workforce readiness for Kentucky and the global economy.

Center Goals

1. Expand and strengthen the School of Business academic and experiential learning programs.
2. Position KSU as a leader in digital innovation, business transformation, and emerging technologies.
3. Promote entrepreneurial mindset development and digital professional skills through training, experiential learning, and service initiatives.

4. Establish digital engagement as a distinctive area of excellence for students, faculty, and community partners.

CADEET's Strategic Approach

CADEET will integrate four core elements:

- Digital Innovation Lab – Hands-on exposure to AI, blockchain, cloud computing, and other emerging technologies.
- Entrepreneurship Training & Incubation – Business development support, mentorship, and startup resources.
- Workforce & Leadership Development – Industry-aligned career pipelines, micro-credentials, and upskilling programs.
- Community Engagement & Economic Impact – Digital inclusion initiatives for local businesses and underserved communities.

CADEET Operations

CADEET will provide seminars, workshops, and training programs including:

- Advanced Excel
- Data Visualization
- Power BI and Tableau
- Design Thinking
- Emerging Technologies (AI, cloud, cybersecurity)

CADEET will also offer:

- Tutoring
- Mentoring
- Business data consulting services

Center Administration

CADEET will be administered by School of Business faculty and staff:

- Director: Dr. James Obielodan, Professor of Management Information Systems
- Associate Director: To be determined
- Assistant Director: To be determined

See (Organizational chart in the Appendix.

CADEET Budget

CADEET is a strategic investment in innovation, workforce development, and economic empowerment.

First-Year Budget (2025–2026):

Total estimated: \$41,000

- \$16,000 remaining PwC Digital Initiative funds
- \$25,000 Entrepreneurship Education Innovation Grant (HBCU-focused)

School of Business faculty will contribute effort during the initial year. Future staffing will be added as external funding grows.

Sustainability and Future Funding:

- USDA/NIFA pre-approved grant of \$298,895 supporting data competency training.

Long-term sustainability will include:

- Competitive federal, state, and foundation grants
- Corporate partnerships
- Revenue-generating professional training programs
- Consulting, certifications, and conferences

Implementation Plan

Phase 1: Planning & Development (Months 1–6)

- Form advisory board
- Secure institutional support and external funding
- Develop curriculum and training frameworks
- Finalize CADEET facility (Room 102, Bradford Hall; renovation completed April 2025)

Phase 2: Pilot Launch (Months 7–12)

- Launch digital skills workshop series
- Begin entrepreneurship incubator pilot
- Develop mentorship and networking programs
- Pilot hybrid/virtual learning
- Evaluate program impact

Phase 3: Full Implementation (Years 2–3)

- Expand certification tracks
- Scale entrepreneurship accelerator

- Host annual Digital Innovation Summit
- Secure multi-year grants and sponsorships

Phase 4: Institutionalization (Years 4–5)

- Integrate CADEET programs into academic offerings
- Strengthen statewide workforce pipelines
- Develop rural outreach and HBCU partnerships

Assessment

CADEET will track:

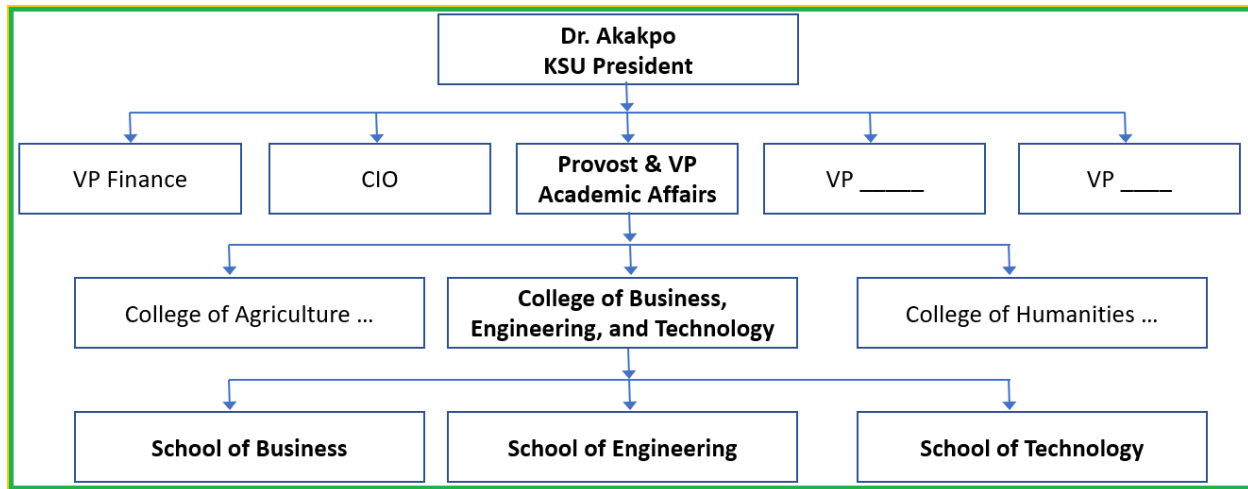
- Participants trained annually
- Certifications issued
- Curriculum impact and integration
- Student academic performance improvements
- Professional development and internships
- Startup success metrics
- Workforce placement outcomes
- Community partnerships and outreach
- Funding milestones and revenue generation

Conclusion

By establishing CADEET, Kentucky State University will strengthen digital readiness, foster entrepreneurship, and accelerate economic transformation. The Center supports statewide workforce priorities, national innovation goals, and KSU's historic mission of providing access, opportunity, and excellence in higher education.

APPENDIX

Organization Chart



Logic Model Summary

Inputs	Faculty expertise, digital tools, industry partnerships, facilities
Activities	Training, digital labs, internships, business consulting
Outputs	Trained students, delivered workshops, expanded partnerships
Short-Term Outcomes	Increased digital fluency, job readiness, professional skills
Long-Term Impact	Stronger workforce pipeline, economic growth, institutional distinction



KENTUCKY STATE UNIVERSITY

School of Business



Source: ARC Advisory Group

Possibilities Without Direction Lead to Technology-centric Decisions

CENTER FOR ADVANCING DIGITAL ENGAGEMENT, ENTREPRENEURSHIP, AND TRANSFORMATION (CADEET)

For Additional Information, Contact: School of Business, 102 Bradford Hall, Kentucky State University, Frankfort, KY. 40601



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM XX

ACTION ITEM:

Proposed Center for Advancing Digital Engagement, Entrepreneurship, and Transformation (CADEET)

FACTS:

This proposal seeks authorization to establish the Center for Advancing Digital Engagement, Entrepreneurship, and Transformation (CADEET) within the School of Business, positioning Kentucky State University as a national leader in digital innovation, data analytics training, workforce development, and entrepreneurial capacity building.

CADEET advances key priorities of the University: strengthening Kentucky's talent pipeline, elevating KSU's visibility, expanding external partnerships, and enabling KSU to respond proactively to workforce and technology trends that shape the global economy. The Center will serve as a strategic driver for elevating institutional competitiveness, enhancing student and community outcomes, and reinforcing KSU's mission as an innovative 1890 land-grant institution.

Center Goals

1. Expand and strengthen the School of Business academic and experiential learning programs.
2. Position KSU as a leader in digital innovation, business transformation, and emerging technologies.
3. Promote entrepreneurial mindset development and digital professional skills through training, experiential learning, and service initiatives.
4. Establish digital engagement as a distinctive area of excellence for students, faculty, and community partners.

By establishing CADEET, Kentucky State University will strengthen digital readiness, foster entrepreneurship, and accelerate economic transformation. The Center supports statewide workforce priorities, national innovation goals, and KSU's historic mission of providing access, opportunity, and excellence in higher education.

BUDGETARY IMPLICATIONS:

Initial external support totals \$55,000 from PricewaterhouseCoopers and the Howard University & PNC National Center for Entrepreneurship, along with a USDA/NIFA pre-approved grant of \$298,895 supporting data competency training. These investments demonstrate external confidence in KSU's vision and create strong momentum for continued expansion. As external funding grows staffing will be added. Existing School of Business faculty will support the initiatives of the Center.



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

RECOMMENDATION:

President Akakpo recommends the establishment of the Center for Advancing Digital Engagement, Entrepreneurship, and Transformation (CADEET)

MOTION:

Approve the CADEET Center



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

INFORMATION ITEM XX

INFORMATION ITEM:

Submission of Academic Policies for Consideration

FACTS:

Kentucky State University continues to review policy and procedures to support the mission of the institution. As part of this review, current policies are being revised. KYSU Online/KSU Global submitted policies approximately one year ago. After a year of implementation, the Division of Academic Affairs is proposing changes to the enclosed policies for consideration.

The Online policies, reflect changes financial aid allocations across the eight-week terms included in a fall, spring, summer semester academic year. This change allows students to continue their education pathway with information how the disbursements are allocated for each term. The other Online policies reflect changes in academic suspension, leave of absence, balance forgiveness, broken enrollment, as well as course drop and withdrawal. These changes are also reflected in the KYSU Online Faculty Handbook also enclosed for consideration.

The additional academic items for consideration include, full time faculty requirements for academic programs policy, the 4 + 1 academic program policy, and the overload and adjunct payment policy. As required by The Southern Association of Colleges and Schools Commission on Colleges SACSCOC. Specifically, “the institution employs a sufficient number of full-time faculty members to support the mission and goals of the institution”. The 4 + 1 academic program policy provides an advanced/accelerated bachelor/master’s pathway to a graduate degree.

To qualify for admission consideration, students must:

- Have completed at least 90 undergraduate credit hours at the time of application.
- Hold a minimum cumulative GPA of 3.0 (or higher if required by the program).
- Receive approval from the undergraduate advisor, graduate program director, and Office of Academic Affairs prior to enrolling in any dual-counted coursework.

The overload and adjunct compensation policy, addresses changes to ensure the instructional duties associated with credit-bearing courses—whether delivered in person, virtual, hybrid or online—when those duties are performed outside of an individual’s regular contractual or scheduled work hours.

Requests for overload or adjunct teaching assignments should be determined at least one month prior to the start of the semester for which the assignment is requested. This advance planning ensures sufficient time for review, approval, and integration into the academic schedule in accordance with institutional guidelines. Payment requests



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

for instructional assignments will be coordinated by the Deans and the Office of the Provost in concert with Human Resources, following institutional policies and procedures.

BUDGETARY IMPLICATIONS:

The policies related to financial aid, overload and adjunct compensation, as well as, full time faculty academic program requirements will have budget and revenue implications. Overload and adjunct compensation are regulated by rank, course enrollment, as well as the lowest enrolled course across all delivery modalities.

RECOMMENDATION:

President Koffi Akakpo recommends the Board of Regents approve the proposed interim academic policies as presented allowing the 30-day review period to begin.

MOTION:

Approve the proposed interim policies, entering the 30-day review period



POLICY TITLE: Accelerated Bachelor's/Master's Programs (4+1 Programs)

APPLIES TO: Undergraduate students enrolled in approved 4+1 accelerated bachelor's/master's pathways; academic departments; Office of Academic Affairs; Office of Graduate Studies; Professional Advisors; Office of Online Education; Registrar; Financial Aid; and Bursar.

ADMINISTRATIVE AUTHORITY: Office of Academic Affairs

APPROVED BY: Office of Academic Affairs / Graduate Council

EFFECTIVE DATE: 02/01/2026

NEXT REVIEW DATE: 11/01/2030

POLICY STATEMENT:

Eligibility

This policy applies only to formally approved 4+1 or accelerated bachelor's/master's programs.

Students may not be simultaneously enrolled in both undergraduate and graduate degree programs. Eligible students may apply for admission to the master's program during the final year of their bachelor's study; however, submission of an application does not constitute graduate enrollment. Students must begin the master's program in the semester immediately following the conferral of the bachelor's degree unless an exception is approved by the Graduate Program Director and the Office of Academic Affairs.

To qualify for admission consideration, students must:

- Have completed at least 90 undergraduate credit hours at the time of application.
- Hold a minimum cumulative GPA of 3.0 (or higher if required by the program).
- Receive approval from the undergraduate advisor, graduate program director, and Office of Academic Affairs prior to enrolling in any dual-counted coursework.

Course Level and Credit Limits

Only courses designated as dual-level (500-level and above) may be double-counted. Students may count up to 12 credit hours toward both the undergraduate and graduate degree requirements and must earn a minimum grade of **B or higher** in each dual-counted course for the credit to apply to the master's degree.

Each dual-level course must include distinct graduate-level learning outcomes and assessments, even if cross-listed with an undergraduate section. Undergraduate courses (400-level and below) may not count toward graduate credit.

Enrollment and Classification

Students admitted under a 4+1 pathway remain classified as undergraduates until their bachelor's degree is awarded. They are not considered graduate students until the undergraduate degree is conferred, and formal admission to the graduate program is complete.

While still undergraduates, eligible students may register for approved 500-level courses designated for undergraduate and graduate credit within the approved 4+1 curriculum. Federal financial aid and student billing will continue under undergraduate rules (e.g., Pell Grant, Subsidized Loans) until the bachelor's degree posts.

Approval and Oversight

Each accelerated pathway must be reviewed and approved through the Degree Program's Curriculum Committee, College/School Curriculum Committee, Graduate Council, University Curriculum Committee, and receive final approval by the Office of Academic Affairs.

CPE and/or SACSCOC notification or approval may be required if the program meets the definition of a new program or substantive change (e.g., 25% or more of graduate courses delivered through accelerated or dual-credit mechanisms).

Transcript and Banner Coding

Dual-credit courses must be coded in Banner with both undergraduate and graduate attributes for tracking and compliance (e.g., "UG/GR 4+1 Pathway").

Once the undergraduate degree posts, these credits will automatically roll to the graduate transcript under the approved 4+1 program code (e.g., BX/MX – Degree Program 4+1).

This coding supports accurate reporting to CPE, IPEDS, and Financial Aid systems.

Limitations

- Double-counted courses cannot be substituted or reclassified after the bachelor's degree is awarded.
- Students who withdraw from the 4+1 pathway will retain undergraduate credits earned but must meet all standard graduate program requirements to pursue a master's degree later.
- Admission to a 4+1 pathway does not guarantee admission to the graduate program; formal admission is finalized only after completion of the bachelor's degree and fulfillment of all graduate admissions requirements.

DEFINITIONS:

4+1 Program:

An accelerated bachelor's-to-master's pathway that allows students to apply a limited number of 500-level, dual-level courses toward both degrees.

Dual-Counted Course:

A graduate-level (typically 500-level) course approved to apply simultaneously to undergraduate and graduate degree requirements when taken by eligible students in an approved 4+1 program.

UG/GR Dual Credit Attribute:

Banner coding used to classify a course as approved for both undergraduate and graduate credit tracking.

PROCESS:

1. Student Eligibility Verification

- a. Confirm student has ≥90 earned undergraduate credit hours and meets the minimum GPA requirement.
- b. Obtain required approvals (undergraduate advisor, graduate program director, Office of Academic Affairs).

2. Enrollment in Dual-Level Courses

- a. Student register for approved 500-level dual-credit courses while maintaining undergraduate status.
- b. Courses are coded with the UG/GR Dual Credit Attribute in Banner.

3. Completion of Bachelor's Degree

- a. Students apply for graduation and completes all undergraduate requirements.
- b. Bachelor's degree is conferred; Banner rolls approved dual-counted credits to the graduate transcript.

4. Transition to Graduate Status

- a. Students must begin the master's program next semester unless an approved exception is granted.
- b. Student becomes eligible for graduate financial aid and must meet all graduate program admissions requirements.

5. Program Oversight and Compliance

- a. Academic units monitor course quality, dual-level syllabi, and learning outcomes.
- b. Office of Academic Affairs ensures compliance with CPE and SACSCOC requirements.

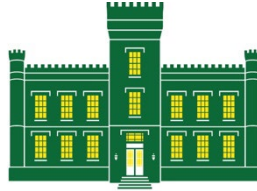
REFERENCES AND RELATED MATERIALS:

- Kentucky Council on Postsecondary Education (CPE) Academic Program Policies
- SACSCOC Principles of Accreditation and Substantive Change Policy
- KSU Graduate Catalog
- KSU Curriculum Approval Processes
- Dual-Credit Approval Form
- 4+1 Program Application

CONTACTS:

Office of Academic Affairs
Office of Graduate Studies
Registrar's Office
Office of Financial Aid

HISTORY: Created 11/10/2025



KENTUCKY STATE UNIVERSITY

Policies and Regulations

POLICY TITLE:

Kentucky State University Online Student Balance Forgiveness Policy

APPLIES TO:

Kentucky State University Online Students Enrolled in Online Courses

ADMINISTRATIVE AUTHORITY:

Office of the Provost/Vice President for Academic Affairs

Office of Online Education

Bursar's Office

Registrar's Office

APPROVED BY:

The President

Academic Affairs

The Office of Online Education

The Kentucky State University Board of Regents

EFFECTIVE DATE:

12/20/2025

NEXT REVIEW DATE:

5/1/2026

POLICY STATEMENT:

This policy establishes guidelines for the forgiveness of outstanding student account balances that are more than ten (10) years old, as an incentive to encourage former students to return and complete coursework with KYSU Online.

Kentucky State University recognizes that prior outstanding balances may create financial barriers for students wishing to re-enroll and complete their educational goals. To promote academic completion and equitable access, KSU will forgive eligible student balances in accordance with the criteria outlined below.

DEFINITIONS:

- **Outstanding Balance:** Any unpaid amount on a student's account resulting from prior enrollment, including tuition, fees, and university-billed costs.
- **Forgiveness:** The act of formally waiving the university's claim to collect specified outstanding balances, with no requirement for repayment or refund.
- **Re-enrollment:** The process by which a former student, previously unenrolled for at least five years, returns to register for coursework.
- **Qualifying Semester:** The first full semester completed after re-enrollment, meeting minimum credit hour and GPA standards.
- **Good Academic Standing:** The student's status when meeting minimum university GPA requirements (typically 2.0 or higher) and not under disciplinary sanctions.
- **Disciplinary Standing:** The student's conduct status, confirming absence of unresolved disciplinary actions.
- **Verified Balance:** An outstanding amount that is confirmed by the Online Bursar as incurred more than ten years prior to re-enrollment.
- **Institutional Debt Forgiveness:** Any other university-offered program that waives prior student balances.
- **Third-Party Debts:** Obligations owed by the student to entities outside the university, such as federal loans.
- **Online Bursar:** The university official responsible for administering online student account reviews and forgiveness approvals.

PROCESS:

Eligibility Criteria

- The student must have a prior outstanding balance incurred at least ten (10) years before the date of re-enrollment.
- The student must not have been enrolled in any courses at KSU within the past five (5) years.
- The student must successfully complete a full semester (as defined by enrollment in at least six credit hours for undergraduates or three for graduate-level students) with a minimum term GPA of 2.0.
- The student must be in good academic and disciplinary standing at the end of the semester.

Forgiveness Process

- Upon successful completion of the qualifying semester, the Online Bursar will review the student's account for eligibility.
- Verified balances from prior enrollment periods older than ten (10) years will be forgiven in full.
- Any balances incurred during or after the re-enrollment semester are not subject to forgiveness under this policy.
- Forgiven balances will not generate refunds or cash equivalents.

Limitations

- This forgiveness is a one-time benefit per student.
- Students receiving other institutional debt forgiveness or scholarship programs covering prior balances are not eligible for this policy concurrently.
- This policy does **not affect federal loan obligations or third-party debts.**

Administration and Oversight

The Online Bursar's Office, in coordination with the Online Registrar and Online Financial Aid Office, will administer this policy and maintain records of all balance forgiveness approvals for audit and compliance purposes. Exceptions or appeals must be approved by the provost.

REFERENCES AND RELATED MATERIALS:**CONTACTS:**

Office of Online Education

HISTORY:



POLICY TITLE:

Kentucky State University Online Student Financial Aid Packaging Policy

APPLIES TO:

Kentucky State University Online Students Enrolled in Online Courses

ADMINISTRATIVE AUTHORITY:

Office of Financial Aid

Office of the Provost/Vice President for Academic Affairs

Office of Online Education

APPROVED BY:

The President

Academic Affairs

The Office of Online Education

The Kentucky State University Board of Regents

EFFECTIVE DATE:

12/30/2025

NEXT REVIEW DATE:

5/1/2026

POLICY STATEMENT:

This policy establishes the financial aid packaging requirements for KYSU Online/Global Students enrolled in online programs at Kentucky State University. It ensures compliance with federal regulations and provides clarity on aid eligibility across multiple academic terms. This policy applies to all KYSU Online/Global Students admitted to online programs offered by Kentucky State University who seek financial aid through federal, state, or institutional sources.

KYSU Online/Global Students will be packaged for three consecutive academic terms (e.g., Fall, Spring, and Summer) as part of their initial financial aid award upon acceptance. This approach reflects the continuous enrollment model of online programs and ensures students have access to aid for all terms in which they are expected to enroll.

- Students who wish to attend only Fall and Spring terms must submit a *Loan Change Form* to request repackaging for two terms.
- Failure to submit the *Loan Change Form* will result in aid being awarded for all three terms by default.
- Students who later decide to add or drop a term must follow the university's established procedures for enrollment changes and financial aid adjustments.

DEFINITIONS:

KYSU Online/Global Student: A student enrolled in an online program offered by Kentucky State University, eligible for multiple entry points throughout the academic year.

Loan Change Form: A university form used to request adjustments to financial aid packaging based on enrollment changes

PROCESS:

1. **Initial Packaging:** Upon acceptance, Global Students will receive a financial aid award that includes Fall, Spring, and Summer terms, **in compliance with Federal Student Aid Regulations and guidelines for the applicable FAFSA Aid Year.** Aid amounts will be calculated based on anticipated enrollment and cost of attendance for all three terms.
2. **Requesting Two-Term Packaging:** Students who plan to attend only Fall and Spring must complete and submit the Loan Change Form to the Office of Financial Aid before the start of the initial term. The form will authorize the university to repackage aid for two terms only.
3. **Adding or Dropping Terms:** Students who change their enrollment plans after initial packaging must notify the Office of Financial Aid immediately. Adjustments will be made in accordance with federal regulations and institutional policies.
4. **Compliance and Monitoring:** The Office of Financial Aid will monitor enrollment each term to ensure aid eligibility and compliance with federal requirements.

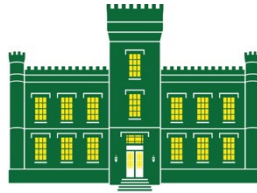
Commented [GU1]: Under Procedures section, part 1 "in compliance with Federal Student Aid Regulations and guidelines for the applicable FAFSA Aid Year."

REFERENCES AND RELATED MATERIALS:

CONTACTS:

Office of Financial Aid
Office of Online Education

HISTORY:



KENTUCKY STATE UNIVERSITY

Policies and Regulations

POLICY TITLE:

Kentucky State University Online Suspension Policy & Procedure

APPLIES TO:

Kentucky State University Online Students Enrolled in Online Courses

ADMINISTRATIVE AUTHORITY:

Office of the Provost/Vice President for Academic Affairs

Office of Online Education

Registrar's Office

APPROVED BY:

The President

Academic Affairs

The Office of Online Education

The Kentucky State University Board of Regents

EFFECTIVE DATE:

12/20/2025

NEXT REVIEW DATE:

5/1/2026

POLICY STATEMENT:

The KYSU Online Academic Suspension Policy for undergraduates stipulates that students on academic probation who fail to achieve a semester GPA of 2.0 or higher will be placed on academic suspension and must remain out of the university for the following semester. Readmission after suspension requires completion of a formal application and demonstration of progress, including grade requirements for foundational and general education courses within limited attempts. Upon reinstatement, students must meet GPA targets and conditions set by the university, with ongoing support provided. Students suspended twice, or those failing reinstatement conditions, face academic dismissal for a minimum of one year. The policy outlines notification, appeals, and readmission procedures to ensure academic standards and student accountability are maintained.

DEFINITIONS:

- **Academic Probation:** The status assigned to a student who was on academic warning and failed to raise their cumulative GPA to the required 2.00 minimum. A student on probation who earns a semester GPA of at least 2.00 will remain on academic probation until their cumulative GPA reaches 2.00.
- **Academic Suspension:** The required withdrawal from KSU for a specified period due to a student's failure to meet the academic standards required while on academic probation.
- **Academic Warning:** The initial status assigned to a student the first time their cumulative GPA drops below 2.00.
- **Good Standing:** The status of a student who has a cumulative GPA of 2.00 or higher.
- **Academic Dismissal:** The removal of a student from the university for at least one year following repeated failures to meet academic standards after suspension.
- **Cumulative GPA:** The overall grade point average calculated from all coursework attempted at KSU.
- **Semester GPA:** The grade point average earned in a single academic semester.
- **Readmission:** The process by which a suspended or dismissed student may apply and receive approval to re-enroll in the university.
- **Academic Bankruptcy:** A formal process allowing students to exclude certain grades from their GPA calculation after a period of absence, as referenced in university policy.
- **General Education/Liberal Studies Courses:** Foundational courses required for all undergraduate students, such as ENG 101 and ENG 102.
- **Student Support Concierge:** The staff or office responsible for coordinating required meetings and academic support check-ins for students under academic review.

PROCESS:

Notification Process

Students will be notified of suspension via their KSU university email account.

Readmission Process and Criteria

Suspended students must remain out of the University for the following semester (Fall, Spring, or Summer). To return after suspension, students must complete the *KYSU Online Application for Readmission after Suspension* form.

Course Attempts and Performance Requirements

- Students must earn a grade of C or better in any courses numbered below the 100 level. These grade requirements must be met within three attempts (the initial enrollment plus two repeats). If these criteria are not met, the student will be suspended from the University.
- Under-prepared students must show proficiency in their academic deficiency areas by the time they have completed 45 semester credit hours. Students who fail to meet this requirement will be suspended.
- General Education and Liberal Studies Requirements: Students must achieve a grade of C or better in ENG 101 and ENG 102. A grade of D or better is required in all other Liberal Studies courses. All grades for these courses must be obtained within three attempts, or the student will be suspended.

GPA Targets

Upon reinstatement, students must earn a minimum semester GPA of 2.0, with the goal of reaching a cumulative GPA of 2.0 or higher to regain "good academic standing."

Required Meeting(s) and Check-Ins with Student Support Concierge

The student's Student Support Concierge may require regular meetings and check-ins upon returning after suspension. Meeting requirements and check-ins will be noted in the *KYSU Online Application for Readmission after Suspension*.

Reinstatement

Students readmitted after suspension or dismissal must fulfill all conditions of their reinstatement. Failure to do so will result in dismissal from the University.

Dismissal from the University

A student who has been suspended twice is on academic probation, and whose current grade-point average falls below 2.0 is dismissed from the University and must remain out of the University for one year.

A student who has been granted [academic bankruptcy](#) after a period of suspension and who subsequently becomes liable for suspension will be dismissed from the University.

A student who has been readmitted after suspension or dismissal and who fails to meet the conditions of his/her reinstatement shall be dismissed from the University.

Appealing a Suspension or Dismissal

See *KYSU Online Academic Appeals Procedures 1.3.17*

REFERENCES AND RELATED MATERIALS:

KYSU Online Academic Appeals Procedures 1.3.17

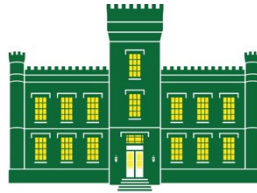
KSU Policies and Regulations: Academic Standing (Undergraduates)

KSU Policies and Regulations: Readmission to the University

CONTACTS:

Office of Online Education

HISTORY:



KENTUCKY STATE UNIVERSITY

Policies and Regulations

POLICY TITLE: Faculty Overload and Adjunct Pay

APPLIES TO: Compensation is provided for instructional duties associated with credit-bearing courses—whether delivered in person, virtual, hybrid or online—when those duties are performed outside of an individual’s regular contractual or scheduled work hours. This applies to all instructional personnel at Kentucky State University, including adjuncts, full-time faculty, and staff with teaching assignments. All compensation is subject to institutional guidelines, approval processes, and established timelines.

ADMINISTRATIVE AUTHORITY: Office of the Provost and Vice President for Academic Affairs

APPROVED BY: KSU Board of Regents

EFFECTIVE DATE: January 5, 2026

NEXT REVIEW DATE: January 5, 2027

POLICY STATEMENT: Adjunct or full-time faculty overload compensation for instructional assignments is determined by course credit hours, enrollment, faculty rank, faculty contractual obligation, instructional mode and timing. Compensation is provided only for instructional duties performed outside of the regular contractual obligations for full-time faculty and outside of standard working hours for staff. For full-time faculty, this applies to teaching assignments that exceed their contractual teaching load. For staff, compensation is limited to instructional assignments conducted beyond their regular work schedule. All compensation is subject to institutional guidelines, approval processes, and established timelines.

DEFINITIONS:

- **Instructional Assignment:** A teaching responsibility assigned to a staff/faculty member, either within or beyond their contractual load.
- **Overload:** Instructional duties assigned beyond a full-time faculty member’s expected teaching load.
- **Sliding Scale Compensation:** A proportional pay model based on student enrollment below the minimum threshold.
- **Standard Workday:** The hours defined in a faculty member’s employment contract during which regular duties are performed.

PROCESS:

Requests for overload or adjunct teaching assignments should be determined at least one month prior to the start of the semester for which the assignment is requested. This advance planning ensures sufficient time for review, approval, and integration into the academic schedule in accordance with institutional guidelines. Payment requests

for instructional assignments will be coordinated by the Deans and the Office of the Provost in concert with Human Resources, following institutional policies and procedures.

Instructional Compensation Summary

1. Adjunct and KYSU Online Compensation Rates

- a. Based on number of students enrolled

2. Non KYSU Online courses

- a. Based on number of students enrolled
- b. Based on Appointment Type and Rank
- c. Course Scheduling
- d. Number Credit Hours

Note: Compensation varies by rank and institutional pay scale.

3. Hybrid and In Person Course Enrollment-Based Compensation Adjustment

- a. Full compensation requires a minimum enrollment of students.
- b. Courses with fewer than the prescribed minimum students are compensated proportionally.
- c. Courses with 1-2 students taught by full-time faculty may be excluded from teaching loads.
- d. Additional pay is based on the lowest enrollment courses.

4. Credit Hour Limits

- a. Adjuncts: Maximum of 9 credit hours per semester
- b. Full-time faculty: Maximum of 6 credit hours of overload per semester

5. Approval Requirement

- a. All adjunct/overload assignments must be approved at least 30 days prior to the start of the term.

6. Eligibility

- a. Full-time Faculty - Compensation is only provided for instructional duties performed above the contractual teaching duties.
- b. Full-time Staff - Compensation is only provided for instructional duties performed outside of the standard workday.

REFERENCES AND RELATED MATERIALS:

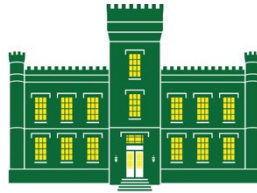
- KSU Faculty Handbook
- Institutional Pay Scale Guidelines
- Academic Affairs Overload Approval Form

CONTACTS:

- Office of the Provost
- Email: academic.affairs@kysu.edu
- Phone: (502) 597-6238

HISTORY:

- Drafted: November 11, 2025
 - Approved: Pending
 - Next Review Scheduled: January 2027
-



KENTUCKY STATE UNIVERSITY

Policies and Regulations

POLICY TITLE:

Kentucky State University Leave of Absence

APPLIES TO:

Kentucky State University Online Students Enrolled in Online Courses

ADMINISTRATIVE AUTHORITY:

Office of the Provost/Vice President for Academic Affairs

Office of Online Education

Admission's Office

Registrar's Office

Financial Aid

Bursar

APPROVED BY:

The President

Academic Affairs

The Office of Online Education

The Kentucky State University Board of Regents

EFFECTIVE DATE:

12/20/2025

NEXT REVIEW DATE:

5/1/2026

POLICY STATEMENT:

The Leave of Absence (LOA) policy allows eligible students to temporarily pause their academic studies without withdrawing from the KYSU Online. This policy ensures students have reasonable flexibility to address personal, medical, or other significant life circumstances while maintaining their academic standing and enrollment status.

DEFINITIONS:

Leave of Absence (LOA): A formally approved temporary break from coursework for up to one academic year, during which the student is not actively enrolled in classes but remains an active student in institutional records.

Approved LOA: A leave granted after submission of appropriate documentation and institutional review, ensuring the interruption does not affect a student's satisfactory academic progress or financial aid eligibility when applicable.

Unofficial Leave: An absence from coursework not formally requested or approved under this policy, which may lead to administrative withdrawal.

Return from LOA: The formal process of reinstating active enrollment at the conclusion of an approved leave period.

PROCESS:

Eligibility

- Students must have completed at least one term in an eligible program to request a leave.
- Students must be in good academic and financial standing with the KYSU Online at the time of the request.

Request for Leave

- Students must submit a *Leave of Absence Request* form through the Office of Online Education at least two weeks before the start of the desired leave term, except in emergencies.
- Documentation will be required to support the request (for example, medical, military, or personal circumstances).
 - **Medical reasons:** Recovery from illness, surgery, hospitalization, mental health treatment, or ongoing medical conditions.
 - **Family emergencies:** Care for ill or dependent family members, bereavement, or significant family crisis.
 - **Military service or deployment:** Active duty, training assignments, or National Guard call-ups.
 - **Personal hardship:** Financial difficulties, housing instability, or other significant life challenges.
 - **Parental leave:** Pregnancy and childbirth, adoption, or care for a newborn or newly adopted child.
 - **Work-related obligations:** Unplanned job changes, career advancement related to studies, or employer-mandated travel.
 - **Legal obligations:** Court appearances, jury duty, or legal proceedings requiring extended absence.
 - **Other compelling reasons:** Study abroad or travel that enhances academic or professional development, or other extenuating circumstances deemed appropriate by KYSU Online.

Approval and Notification

- The Director of Online Education or designee reviews the request and communicates a decision within ten business days.
- Approved leaves will specify the start and expected return date.

Impact on Academic Standing and Financial Aid

- Students taking an approved LOA maintain their status as active students but are not considered enrolled for the term of the leave.
- Financial aid recipients should consult with the Online Office of Financial Aid prior to requesting a leave, as aid and repayment obligations may be affected.

Return from Leave

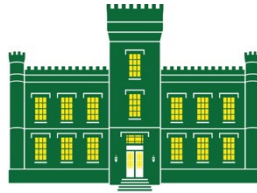
- Students must notify the Office of Online Education no later than two weeks prior to the return term's start date.
- Failure to return or request an extension by that date will result in administrative withdrawal.

REFERENCES AND RELATED MATERIALS:

CONTACTS:

Office of Online Education

HISTORY:



KENTUCKY STATE UNIVERSITY

Policies and Regulations

POLICY TITLE: Program Faculty Requirement

APPLIES TO: All credential producing academic programs.

ADMINISTRATIVE AUTHORITY: Academic Affairs

APPROVED BY:

EFFECTIVE DATE: December 5, 2025

NEXT REVIEW DATE: December 2027

POLICY STATEMENT: All major programs will have a minimum of at least one Full-time Faculty member with verification of level of articulated credits (100-400 level credit – Master Degree in the Discipline or related area; or 500-800 level credit – Doctoral Degree). Additional professional experience will be considered with Dean level justification (examples include but are not limited to: advanced certifications, professional licensures, publications in subject matter, and fields where the terminal degree is less than the Doctoral level degree).

For disciplines, like Nursing, which have professional technical standards and licensures, documented industry experience, recognized credentials, or professional licensure can serve as the qualifying evidence of expertise.

DEFINITIONS:

Full-time Faculty – a faculty member with a 9- or 12-month contract.

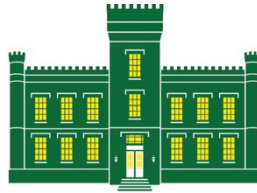
Programs – a collection of articulated coursework that results in the award of a post-secondary credential.

PROCESS:

REFERENCES AND RELATED MATERIALS: SACSCOC Faculty Qualification guidance
[Faculty Handbook](#)
[Human Resources Handbook](#)

CONTACTS: Academic Affairs and Human Resources

HISTORY:



KENTUCKY STATE UNIVERSITY

Policies and Regulations

POLICY TITLE:

Kentucky State University Online Broken Enrollment Policy

APPLIES TO:

Kentucky State University Online Students Enrolled in Online Courses

ADMINISTRATIVE AUTHORITY:

Office of the Provost/Vice President for Academic Affairs
Office of Online Education
Admission's Office
Registrar's Office

APPROVED BY:

The President
Academic Affairs
The Office of Online Education
The Kentucky State University Board of Regents

EFFECTIVE DATE:

12/20/2025

NEXT REVIEW DATE:

5/1/2026

POLICY STATEMENT:

Broken enrollment occurs when a student, having previously been enrolled in a KYSU Online Program, discontinues their studies for one year (approximately six consecutive 8-week carousel sessions) and subsequently seeks to re-enroll. This includes, but is not limited to, administrative withdrawal, voluntary withdrawal, academic suspension, or failure to register for a subsequent session. Upon re-enrollment, students will resume their academic standing (e.g., good standing, probation) from the point of their last enrollment.

Due to the cyclical nature of our 8-week model, interrupting enrollment may mean that specific courses required for a student's program may not be immediately available upon re-enrollment, potentially extending overall program completion time. Broken enrollment can significantly impact eligibility for financial aid.

Students are responsible for understanding and adhering to financial aid policies related to satisfactory academic progress and continuous enrollment.

DEFINITIONS:

- **Broken Enrollment:** A period when a student discontinues their studies for one year (about six consecutive 8-week sessions) and later seeks to re-enroll in a KYSU Online Program, regardless of whether the interruption was voluntary, administrative, or due to academic standing.
- **8-Week Model/Carousel Session:** The academic structure used by KYSU Online, where courses are delivered in repeating cycles of eight weeks each.
- **Administrative Withdrawal:** Removal of a student from the university by official action due to inactivity, unresolved issues, or failure to enroll for required sessions.
- **Voluntary Withdrawal:** A student's intentional decision to cease enrollment through a formal process.
- **Academic Standing:** The student's status (e.g., good standing, probation, suspension) based on their academic performance during their last term of enrollment.
- **Inactive Status:** A status assigned when a student does not maintain continuous enrollment for one year and has not secured an approved Leave of Absence.
- **Leave of Absence (LOA):** A formally approved break from studies due to circumstances like medical issues, family emergencies, or military deployment, halting the program completion time limit for the approved duration.
- **Re-enrollment:** The process and requirements for returning to coursework after a period of broken enrollment.
- **Program Dismissal:** Permanent removal from the program due to extended inactivity or failure to meet re-enrollment conditions.
- **Satisfactory Academic Progress (SAP):** The standard used to determine financial aid eligibility, involving continuous enrollment and minimum academic performance.
- **Continuous Enrollment:** Ongoing registration in coursework without significant interruption from session to session.
- **Student Support Concierge:** The assigned advisor responsible for curriculum planning and supporting students in the re-enrollment process.

PROCESS:

Re-enrollment Process:

Students who wish to re-enroll after a period of broken enrollment must notify the online admissions team of their intent to return at least four (4) weeks prior to the start of the 8-week session in which they wish to resume. Notification should be made by completing the *KYSU Online Intent to Reenroll* form.

Requirements for Re-enrollment:

1. **Application for Re-admission:** For breaks exceeding one year, students may be required to complete a formal re-admission application. This ensures that contact information is updated and confirms intent.
2. **Academic Standing Review:** The Online Financial Aid Processors, Online registrar, and Online Bursar will review the student's academic standing at the time of their last enrollment. Students who were on academic probation or suspension may be required to meet specific conditions before re-enrollment is approved.

3. **Outstanding Balances:** All outstanding financial obligations to the University must be settled prior to re-enrollment.
4. **Curriculum Advising:** Students will be required to meet with a Student Support Concierge to develop a revised study plan.

Financial Implications:

1. **Tuition and Fees:** Students will be responsible for tuition and fees at the rate applicable at the time of their re-enrollment, not necessarily the rate at the time of their original enrollment.
2. **Financial Aid Re-evaluation:** Students who have broken enrollment must re-apply for financial aid (if applicable) and will be subject to the eligibility criteria in effect at the time of their re-enrollment. It is strongly advised to contact the Online Financial Aid Processors well in advance of re-enrollment.

Special Circumstances: Leave of Absence

1. Students anticipating a temporary interruption in their studies due to extenuating circumstances (e.g., medical, family emergency, military deployment) are strongly encouraged to request a formal Leave of Absence (LOA) *prior* to discontinuing their enrollment.
2. A formal LOA, if approved, may mitigate some of the re-enrollment requirements and financial aid impacts associated with broken enrollment, and may "stop the clock" on the program completion time limit for the approved LOA period.

Inactive Status and Program Dismissal:

Students who do not enroll for **one year** (approximately six consecutive 8-week sessions) without an approved Leave of Absence will be moved to inactive status and will be administratively withdrawn from the program. To resume studies after being administratively withdrawn, students must go through the full re-admission process, including a new application and evaluation of their academic record. Failure to re-enroll or obtain an approved LOA for an extended period may result in permanent program dismissal.

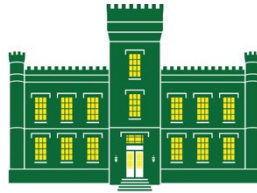
REFERENCES AND RELATED MATERIALS:

KYSU Online Leave of Absence Policy

CONTACTS:

Office of Online Education

HISTORY:



KENTUCKY STATE UNIVERSITY

Policies and Regulations

POLICY TITLE:

Kentucky State University Online Course Drop and Withdrawal Policy

APPLIES TO:

Kentucky State University Online Students Enrolled in Online Courses

ADMINISTRATIVE AUTHORITY:

Office of the Provost/Vice President for Academic Affairs
Office of Online Education
Registrar's Office

APPROVED BY:

The President
Academic Affairs
The Office of Online Education
The Kentucky State University Board of Regents

EFFECTIVE DATE:

12/30/2025

NEXT REVIEW DATE:

5/1/2026

POLICY STATEMENT:

It is essential for KYSU Online students to have a well-defined drop policy that aligns with the eight-week course calendar. Such a policy would enhance students' understanding of the process of receiving a full tuition refund. Additionally, it is important for students to clearly comprehend the distinctions between dropping a course and formally withdrawing from it. This clarity will support informed decision-making and improve the overall learning experience.

DEFINITIONS:

Drop Period: This is the Period in which a student can drop a course without an earned grade and not be responsible for tuition charges.

Withdrawal: This is the term used when a student decides to withdraw from a single course or all courses in a semester. It can also be used to define when someone withdraws from the university. Students will receive an earned grade of “W,” and the course will appear on their transcript.

Administrative Withdrawal: This term defines a student who initially attends a course, but ceases to attend for 21 sequential days or more. Online courses track attendance based on assignment submission. Students will receive an earned “W” grade, and the course will appear on their transcript.

Refund Calculation: This defines the process by which a student qualifies for a tuition charge refund due to dropping, withdrawing, or being administratively withdrawn.

Online Student: An online student is enrolled in a KYSU Online program and lives remotely without reference to the main campus. Online students may register for courses offered in the online modality. Online students access various support services and campus resources made available online.

PROCESS:

Drop Period: Students are allowed to drop a course during the first week of the sub-term without any academic or tuition financial penalty if no assignments have been submitted for that course.

Withdrawal After an Assignment Submission: If a student submits an assignment during the course, they are no longer eligible to drop the course without formally withdrawing. If the student initiates a withdrawal after submitting an assignment, a prorated tuition refund calculation will be applied based on the percentage of time enrolled in the course.

Administrative Withdrawals: After course attendance is established in the first week, students must remain in regular academic engagement with the course to avoid an unsanctioned period of inactivity lasting 21 sequential days. At any point in the course, if a student fails to demonstrate academic engagement for 21 sequential days, the student should be administratively withdrawn from the course. When a student is administratively withdrawn from a course due to an unsanctioned period of inactivity lasting 21 sequential days, it is to establish the date that the student ceased attendance. The date of last attendance will determine the prorated tuition refund calculation amount. A “W” grade will be posted to the student’s transcript for students who fall into this category.

Refund Calculation: The prorated refund will be calculated based on the official withdrawal date in relation to the total course duration. The university's BURSAR's office can provide specific details regarding the prorated refund schedule.

8-Week Subterm (Course withdrawal for an eight-week sub-term course)

Days 1-5: 100% tuition refund.

Days 6-9: Partial refund = 50%.

Days 10-end of term: No tuition refund.

13 - 16 Week Semester (Course withdrawal for full semester course)

Days 1-5: 100% tuition refund.

Days 6-70: Partial refund = 50%.

Days 71-end of term: No tuition refund.

Procedure for Dropping or Withdrawing: Students must officially drop or withdraw from the course by contacting the registrar's office or emailing their Student Support Concierge Advisor. Before deciding, it is advised to review the implications of dropping or withdrawing from a course, including its impact on academic standing and financial aid.

Policy Adherence:

Failure to follow official withdrawal procedures will result in a grade of "F" for the course. Students who require a retroactive withdrawal due to documented, extenuating circumstances may appeal following KYSU Online guidelines.

University Withdrawal:

To completely withdraw from all courses in the session, students must submit the official withdrawal form via the Online Registrar. Withdrawals completed before the fifth week of the 8-week session will result in "W" grades for all courses for that term. Failure to complete this process will result in financial and academic penalties.

REFERENCES AND RELATED MATERIALS:

CONTACTS:

Office of Online Education

HISTORY:

KYSU Online Faculty Handbook

Kentucky State University

November 12, 2025

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1 KYSU ONLINE ACADEMIC PROGRAMS

1.1 The Purpose of the Online Faculty Handbook

The KYSU Online Faculty Handbook aims to provide administrators and online faculty members with information essential to the operation of effective online programs. In this way, it is an extension of the Kentucky State University Faculty Handbook¹ (“Faculty Handbook” hereafter) and Policies.² The KYSU Online Faculty Handbook focuses more directly on the academic and faculty matters relevant to online education. Thus, there is both continuity and discontinuity with the Faculty Handbook.

Whereas the Faculty Handbook is the primary document for the faculty of Kentucky State University with reference to the traditional, residentially based academic programs, the KYSU Online Faculty Handbook is the primary document for the online faculty and online academic programs. Additionally, it stands upon the policies and procedures established by the institution. Sometimes those policies can be applied in the online programs as they stand; oftentimes, KYSU Online has developed policies to accommodate the inherent differences between online and traditional programs. The KYSU Online Faculty Handbook refers to relevant policies throughout the document.

1.2 Mission

1.2.1 Kentucky State University Mission Statement

Kentucky State University’s mission is to 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 institution³. is a public, comprehensive, historically black land grant university committed to advancing the Commonwealth of Kentucky, enhancing society, and impacting individual lives by providing quality teaching with a foundation in liberal studies, scholarly research, and public service to enable a productive life within the diverse global economy.⁴

1.2.2 Online Learning at KYSU

KYSU Online contributes to the mission of Kentucky State University by making its academic programs more accessible to students in non-residential programs. The Office of Online Education represents the mission of KYSU Online.

The Office of Online Education at KYSU provides eLearning opportunities to support flexibility and convenience for working adults, traditional and non-traditional students, military personnel, recent graduates, state government employees, international students, and citizens across the state. KYSU Online provides opportunities to acquire new knowledge and skills necessary to meet the demands of a global marketplace.⁵

Commented [JM1]: Admin are still deliberating about the name. KYSU Online seems to be favored, with SEO focused on Global as well.

Commented [JM2R1]: KYSU Online

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¹ <https://www.kysu.edu/policies/files/faculty-handbook-current.pdf>

² <https://www.kysu.edu/policies/policy-search-by-volume.php>

³ <https://www.kysu.edu/about-ksu/mission-vision-core-values.php>

⁴ <https://www.kysu.edu/about-ksu/mission-vision-core-values.php>

⁵ <https://www.kysu.edu/policies/files/online-learning.pdf>

~~1.2.2~~1.2.1.1 KYSU Online Mission Statement

The mission of the Office of Online Education is to support excellence in teaching and learning, providing student-centered learning experiences, interactive media-enriched content, and innovation through emerging technologies.⁶

~~1.2.2~~1.2.1.2 KYSU Online Vision Statement

KYSU Online will become a leader in online education, providing eLearning degree programs, industry certifications, and continuing education opportunities based on the university's strategic priorities and core values.⁷

1.3 Administrative Structure

This section describes the administrative structure of KYSU Online and introduces the core roles involved in operating online academic programs.

1.3.1 Provost/Vice President for Academic and Student Affairs

The Provost/Vice President for Academic and Student Affairs is the chief academic officer responsible for the academic programs.⁸ The Provost reports to the President of Kentucky State University.

Commented [JM3]: Do we need to include anything about the Vice Provost here?

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1.3.2 Associate Vice President for Online Education

The Associate Vice President of Online Education ensures alignment of all aspects of the online programs, contracted services, and Academic Affairs. The Associate Vice President of Online Education is the primary administrative liaison between Magellan Learning Solutions and KYSU Online, working closely with administrators to integrate contracted services with the regular academic operations. The Associate Vice President of Online Education works with the Director of Online Education and the Online Advisory Committee to support the development, launch, and maintenance of online programs and services within the scope of the contracted services. The Associate Vice President of Online Education reports to the Chief Academic Officer at Magellan while coordinating with the Provost/Vice President for Academic and Student Affairs at KYSU Online and the Director of Online Education.

Commented [JM5]: Move up near Director of Online Education.

1.3.3 Director of Online Education

The Director of Online Education oversees the Office of Online Education and reports directly to the Provost/Vice President for Academic Affairs while coordinating with the Associate Vice President for Online Education. The Director oversees the work of program coordinators and directs the coordination of online programs and curriculum with the residential programs, establishing internal controls which ensure parity across various course modalities. Similarly, the Director collaborates with Institutional Effectiveness on accreditation requirements relevant to KYSU Online and directs a plan of assessment in online programs, which is supported by Program Coordinators and online faculty. In conjunction with the Provost and the Associate Vice President of Online Education, the Director also develops partnerships with department leaders across the University to ensure operational alignment between the financial, administrative,

Commented [JM6]: Director of Online Education

⁶ <https://www.kysu.edu/academics/dist-ed/index.php>

⁷ <https://www.kysu.edu/academics/dist-ed/index.php>

⁸ Kentucky State University Faculty Handbook, Section 1.5.2

technological, student service offices, and the operations of KYSU Online. The Director is an *ex officio* member of the Online Advisory Committee.

1.3.4 Office of Online Education

The Office of Online Education ensures quality and instructional effectiveness in KYSU Online's courses and degree programs. It does this in a few ways.

1.3.4.1 Faculty Training

The Office of Online Education provides faculty with training and professional development for the unique aspects of online courses. Faculty can receive training on the Learning Management System (LMS), course design, quality standards, and compliance standards relevant to online education. The Office of Online Education maintains a repository of training resources for online faculty.⁹

Training typically covers two areas of online education: course design and instructional practices.¹⁰ Historically, the The Office of Online Education has required requires faculty to complete assigned training as a prerequisite for engaging in online course design or instruction. The online assigned training is available in the Online Faculty Hub. However, the Office of Online Education has temporarily paused this requirement. On-demand training is also available.¹¹

1.3.4.2 Course Design

In partnership with faculty Subject Matter Experts (SMEs), the Office of Online Education will support faculty course design following a development plan established by the Provost, the Associate Vice President of Online Education, the Director of Online Education, and contracted service providers. The development plan coordinates course development resources internally and externally with marketing and student recruitment efforts. For this reason, adherence to the development plan is essential. Faculty should consult the Office of Online Education for details about serving as a course SME for their areas of expertise. See also Section 1.3.4 – *Subject Matter Experts*.

1.3.4.3 Liaison to Magellan Learning Solutions

The Office of Online Education is the primary interface with contracted services relevant to KYSU Online. This involves coordinating curriculum development with the faculty and providing operational support to advance KYSU Online initiatives.

1.3.5 Online Advisory Committee

The Online Advisory Committee is a University Standing Committee responsible for advising on standards of quality and best practices in online programs at Kentucky State University. This committee will serve as the separate governance structure for KYSU Online while coordinating with the Faculty Senate. Appointed by the Provost/Vice President for Academic Affairs, the committee collaborates with the Office of Online Education and, when relevant, the Faculty

Commented [JM7]: Is this true?

Commented [JM8]: Change from Distance to Online

Commented [JM9]: This relates to the 5th year report in the SACS 7s. Ensure it fits.

Commented [JM10]: Adjunct training AQ Lite.

Commented [JM11R10]: Front-loaded and self-paced with milestones. It ends with course review.

Commented [JM12]: Need to determine whether this requirement will be relaxed as programs launch.

Commented [JM13]: Let's revisit this section for revisions. How are SMEs appointed?

Commented [JM14]: This section will need careful scrutiny since it involves what the committee is, how committee members are appointed, and how they relate between the residential and online campuses.

⁹ <https://www.kysu.edu/academics/dist-ed/online-resource-portal/online-faculty-resources.php>

¹⁰ See <https://www.kysu.edu/academics/dist-ed/online-teaching-credentials.php>

¹¹ Cf. Section 3.3.4 of the Kentucky State University Faculty Handbook

Senate to maintain parity between different modalities of courses and programs while adhering to accreditation standards within the framework of KYSU Online.

The Online Advisory Committee's primary role includes reviewing, recommending, and approving policies, online courses, and online programs for KYSU Online in coordination with the residential courses and programs of Kentucky State University's traditional academic programs. The committee ensures that KYSU Online's courses and programs align with the traditional programs approved by the Faculty Senate.

The Online Advisory Committee will engage with two general areas of KYSU Online's academic operations: 1) policy and 2) curriculum. For further information about the Online Advisory Committee, consult the document, *KYSU Online Advisory Committee Procedures*, and the document, *KYSU Curriculum Proposal Procedures*.

1.3.1 Program Coordinator

Program Coordinators support the curricular and academic affairs of their respective programs. As assigned, they serve as liaisons to the Online Advisory Committee, the Director of Online Education, and the Department Chairs of residential programs to ensure that degree programs are sufficiently coordinated and assessed across modalities. Program Coordinators report directly to the Director of Online Education.¹²

1.3.2 Faculty Mentor

The growth of KYSU Online will require hiring adjunct faculty who teach exclusively online courses. Unlike adjunct faculty who teach residential courses and report directly to the Department Chair, online adjunct faculty will not report to administrators within the residentially based departments. Instead, online faculty will report to a Faculty Mentor for instructional and general administrative matters. For content- and curriculum-related concerns, online faculty will report to other administrators, such as Subject-Matter Experts (SME).

Faculty Mentors are the primary source of administrative support for online faculty. Faculty Mentors work with online faculty across degree programs, Schools, and Colleges, focusing solely on the best practices vital to ensuring a student-centered approach to online instruction and compliance with distance education standards (e.g., roster verifications, adherence to online schedule, academic engagement, regular and substantive interaction, etc.). They provide administrative quality control and assess the course management practices of online faculty to promote continuous improvement. The Faculty Mentor also supports online faculty with student and administrative matters that require escalation or engagement with other offices.

Each Faculty Mentor oversees a maximum of 20 online faculty members. These faculty members may include part-time (adjunct) employees and full-time faculty members who teach online courses. The Faculty Mentor reports directly to the Associate Vice President of Online Education and coordinates with the Director of Online Education, Program Coordinators, and Subject Matter Experts to facilitating online faculty engagement as relevant.

1.3.3 Online Faculty

The term "online faculty" refers to the group of qualified academic personnel (individual members of the online faculty) who are assigned to online course sections as the instructors of

Commented [JM15]: Deanna, please confirm this is an accurate description of how program coordinators function.

Commented [MD16]: We will also include "extended contract faculty" who are KSU fulltime faculty teaching additional online courses.

Commented [JM17R16]: FT = can't use online to fulfill load, online special approval.
FT online faculty = can use online load to fulfill contracted load.
Extended contract = not tenured but on a contract.

Commented [JM18R16]: We need to see how this lands in the residential faculty handbook prior to further changes to the categories here.

¹² Kentucky State University Faculty Handbook, Section 1.5.7

record. They perform instructional duties and provide other academic engagement with students in those online course sections. The online faculty includes any full-time faculty (i.e., full-time residential faculty) and adjunct faculty that receive course load and other assignments from the Office of Online Education in an academic year.

Whenever a member of the Kentucky State University faculty requests and receives an online course load, they are considered ~~a member of the~~ an online faculty member in matters related to their online course load. The same would be true for an adjunct faculty member who teaches a residential course; if the adjunct requests and receives an online course load, they are considered a member of the online faculty in matters related to their online course load. This is a status in addition to any faculty status held concerning the residential campus and faculty. The purpose of the online faculty designation is to properly orient individual faculty members to the online administrative structure and requirements based on the nature of their duties.

The table below shows how various statuses and hypothetical contractual assignments relate to the “online faculty” designation.

Primary Type of Employee	Employment Status	Contracted Traditional / Hybrid Courses (per sem.)	Online Courses assigned by Office of Online Ed	Considered a member of the online faculty?
Fulltime faculty	Fulltime employee	Fulltime course load	At least 1 course during a semester	Yes – concerning online courses independently of contracted load
Fulltime faculty	Fulltime employee	Fulltime course load	None	No – apart from teaching an online course and being plugged into the online admin structure
Adjunct faculty	Part-time employee	No contract, but teaches 1 residential course	At least 1 course during a semester	Yes – concerning online courses only; reports to Dept. Chair for residential course
Adjunct faculty	Part-time employee	Teaches 1 residential course	Does not request or receive approval to teach online courses	No – apart from teaching an online course and being plugged into the online admin structure
Adjunct faculty	Part-time employee	None	Hired to teach online courses	Yes – concerning online courses

See 2.1 – Faculty Status and KYSU Online.

1.3.4 Subject Matter Experts

The Office of Online Education appoints or approves Subject Matter Experts (SMEs). They are credentialed faculty who are the primary source of academic expertise for the content in an online course.

The relationship of SMEs to an online course takes two forms. During the development of an online course, the initial SME develops the course content. This involves contributing to the

Commented [JM19]: SME discussion may need to include distinction between development and teaching. A SME can be enlisted to develop the course content with an ID without being the instructor in the course.

selection of learning resources, the production of instructional content, and the development of course assignments and assessments. Sometimes, this also includes completing the instructional design of the course in the LMS. Whenever KYSU Online contracts outside course development services to reduce the development load on faculty, SMEs will not be required to design the course in the Learning Management Systems. However, the SMEs will work closely with contracted Instructional Designers during the course development process on matters requiring academic expertise and faculty involvement.

The second form of a SME's relationship to an online course follows the conclusion of the development process. Once course development is completed, the initial SME or newly designated SME manages the content in the primary course shell thereafter,¹³ collaborating with faculty, Faculty Mentors, and the Office of Online Education on course edits, revisions, and redevelopments. SMEs report to the Office of Online Education concerning the online course(s).

In addition to contributing to the development and maintenance of online courses, SMEs often teach in the online sections of those courses once the course launches, working separately as the online faculty in assigned sections. Instructional course load is separate from SME involvement in course development, so the Office of Online Education does not require that initial SMEs accept course load as online faculty after course development is complete.

See Section 3.1 – *Subject Matter Expert (SME) Model for Online Courses*. See also the document, *KYSU Online SME Model for Online Courses*, and the document, *KYSU Online Course Content Management Procedures*.

1.3.5 Instructional Designers

The Office of Online Education often utilizes Instructional Designers (IDs) alongside SMEs in the process of developing online courses. This can include IDs within the Office of Online Education or embedded IDs whose roles have been tied to specific departments and programs. Additionally, KYSU Online contracts IDs to support the ambitious course development plan needed to launch online programs according to schedule in conjunction with student recruiting initiatives.

Instructional Designers work with SMEs to design and develop effective online courses. SMEs provide each course's academic expertise and instructional content, while the IDs build the primary course shell in the Learning Management System and optimize the content for the student experience. This helps showcase the SMEs' academic expertise without requiring them to become experts in instructional design and LMS functionality.

1.4 Online Course Modality

KYSU Online offers courses in the asynchronous online modality. As asynchronous, the courses do not require students to remotely participate in learning activities at specified times. This accommodates the needs of online students and their general preference for flexibility. Asynchronous requirements further support the ability of students in various time zones to engage academically with the course material. Exceptions to the asynchronous requirements of courses must be formally requested from the Office of Online Education at the outset of the course development process. The Office of Online Education will review the request and consult

Commented [JM20]: Continue working on this paragraph to distinguish the initial SME from the SME that continues ongoing management of the course shell. Also, clarify the collaborative work of the SME with faculty in programs of various modalities.

Commented [JM21]: Retention and general administrative input. Non-discipline specific input.

Commented [JM22]: Note that KYSU has an instructional designed in the ag. Some Chairs also serve as course designers. Include reference in section.

¹³ "Primary course shell" refers to the primary instance of an online course in an LMS from which copies are made each time the course is offered.

with the Online Advisory Committee as needed. Consideration will be given to the request's impact on the educational experience of students, the delivery of learning outcomes, and the logistics of the proposed synchronous requirements. This process serves as an internal control to prevent differences in advertised and actual requirements.

KYSU Online courses are offered 100% through the Learning Management System (LMS) and do not require students to travel to specific locations. All course materials are housed within the course pages of the LMS. Textbooks are integrated directly into the LMS as well. Students submit their assignments for grading through the LMS. Faculty instructors also grade assignments and provide substantive feedback to students in the LMS. Although the LMS has messaging features, faculty and students may communicate through email and Microsoft Teams using their official KYSU accounts.

Online courses are designated in university systems and literature with the code letter "A," "B," or "C," "J," or "P" prefixed to the course section number. Previously, Kentucky State University referred to a "virtual" course modality, which is broader than the online modality described above as it included courses in residential programs with synchronous requirements as well as asynchronous "distance education" courses. Beginning in the 2024-25 academic year, virtual courses (designated with the "V" code letter) will only include courses offered for the residential programs ~~that which~~ permit students to attend scheduled lectures synchronously through the LMS rather than requiring their physical attendance in lectures on the campus of Kentucky State University. Courses that require a combination of physical attendance and non-physical academic engagement are referred to as "hybrid" courses and designated with the "H" code letter.

The table below includes the distinguishing features of each course modality:

Modalities	Section Prefix	Other name	% face-to-face	LMS use
Traditional Course		on-campus; residential	100	supplemental for the purpose of distributing announcements, notes, assignments, posting assignments and grades.
Hybrid Course	H	blended	varies	60% - 80% of the course content will be distributed through the LMS
Virtual Course	V	virtual	0	all course content and assessment is distributed through the LMS; synchronous requirements; residential programs.
Online Course	A, B, C , J or CP	online; distance	0	all course content and assessment is distributed through the LMS; asynchronous; online programs.

Commented [MD23]: also to maintain grades, due dates for assignments, and in some cases, completion of assignments (quizzes, papers, etc.)

See also the document, *KYSU Online Course Modality Policy*, and the document, *KYSU Online Course Registration Policy*.

1.5 Academic Calendar and Online Programs

The calendar system is "the method by which an institution structures most of its courses for the academic year."¹⁴ Kentucky State University operates according to a standard term calendar

¹⁴ IPEDS 2023-24 Data Collection System Glossary. "Calendar System." Accessed 11/27/2023. <https://surveys.nces.ed.gov/ipeds/public/glossary>

system consisting of two semesters and a summer session. An academic semester is a period of time that shall consist of no fewer than fifteen (15) calendar weeks and no more than eighteen (18) calendar weeks of instructional time. The inclusion of breaks or holidays within any particular semester shall be at the discretion of the institution so long as the institution is in compliance with the criteria for awarding semester credit hours.¹⁵

Kentucky State University's fall semester runs from the middle of August until the end of December.¹⁶ The spring semester runs from the beginning of January until the middle of May. The summer session runs from the middle of May until early August.¹⁷ Each semester is a standard term consisting of *at least 15 weeks* of academic engagement. These are defined in the Catalog as "academic terms."¹⁸ The current calendars are posted on the web pages of Academic Affairs and/or the Registrar's Office.

1.5.1 Online Terms and Subterms

With the launch of KYSU Online programs and courses in the 2024-25 academic year, the academic calendar will incorporate online subterms into the standard term academic calendar. Each subterm is roughly half the length of a semester; it consists of no more than nine (9) and no less than 7.5 weeks of instructional time. KYSU Online's subterms are eight (8) weeks long.

On the one hand, these online subterms can be considered nonstandard terms. Generally, nonstandard terms are terms that are not semesters, trimesters, or quarters. For example, a 5-week term or a 23-week term would be considered a nonstandard term because no standard term can be fewer than nine (9) weeks or greater than 21 weeks in length. However, "[i]n a program using a standard term academic calendar you may combine two or more consecutive shorter nonstandard terms (often called modules) and treat them as a single standard term such as a semester or quarter."¹⁹ Therefore, for financial aid purposes, since the nonstandard terms run consecutively within the delimitations of Kentucky State University's standard term semesters, they will be treated as a single standard term.

The courses offered in 8-week subterms are measured in credit hours (34 CFR 600.2 "Credit hour"). In general, an asynchronous online course occurring within an 8-week subterm is a compressed version of a semester-length version of the same asynchronous course. However, this might not be the case if the modality of the courses is different (e.g., a subterm course in the online modality might not be just a compressed version of a semester course in the virtual or traditional modality). Nevertheless, there must be parity between courses and programs offered in multiple modalities. The content, assignments, assessments, learning outcomes, and curricular value of the course credit hours are the determining factors in the relationship between courses delivered in various modalities and timeframes.²⁰

¹⁵ Academic Calendar Policy (1.1.1)

¹⁶ See the Academic Calendar Policy (1.1.1) for more specific details.

¹⁷ <https://www.kysu.edu/academics/registrar/academic-calendar/index.php>

¹⁸ See Chapter 2, "Section 1. Definitions" in the 2022-23 Undergraduate Catalog. <https://kysu-public.courseleaf.com/undergraduate/admissions/>

¹⁹ <https://fsapartners.ed.gov/knowledge-center/fsa-handbook/2024-2025/vol3/ch1-academic-years-academic-calendars-payment-periods-and-disbursements>

²⁰ [https://www.ecfr.gov/current/title-34/part-600#p-600.2\(Credit%20hour\)](https://www.ecfr.gov/current/title-34/part-600#p-600.2(Credit%20hour))

KYSU Online courses offered in subterms are eight (8) weeks long and contain study modules. As such, a module corresponds to a calendar week within the subterm. If the course were offered in an academic semester term over 16 weeks, for example, each of the eight modules would span more than a calendar week.

A module is a discrete collection of learning activities that focuses on elements of the course topics and learning outcomes. Each module provides students with opportunities for academic engagement with the course and instructor. Modules organize the course learning activities into a logical progression that facilitates a scaffolded approach to student learning in an asynchronous course.

A student-centered school is mindful of the different needs of residential and online students. Sub-terms occurring within the delimitations of the standard terms of an academic year, such as semesters, are beneficial for online programs in several ways.

- For student recruiting and enrollment, subterms reduce the time between start dates for new students, which can be attractive to prospective students.
- Focusing on fewer courses at once can be helpful for students who are in a career or shouldering more substantial domestic responsibilities than a typical 18- to 22-year-old residential undergraduate student. Subterms enable students to consolidate their efforts on fewer courses at once while allowing them to complete the same number of courses within an academic term/semester.
- Full-time students can frontload or backload their course schedule across the subterms while remaining full-time. For example, a full-time residential student would carry 12 credit hours or four courses per semester. The equivalent credits for a full-time online student could be achieved in several configurations:
 - Two courses in subterm B and two courses in subterm C
 - Three courses in subterm B and one course in subterm C
 - One course in subterm B and three courses in subterm C²¹

See also the document, *KYSU Online Academic Calendar, Terms, and Subterms Policy*.

1.5.2 Configuration of Subterms and the Academic Year

The academic calendar, consisting of two semesters and a summer session, is depicted below, along with academic terms and subterms for the online programs. The fall is in the top third of the image; the spring is in the middle. The summer is in the bottom third. Since the summer session is shorter than a typical semester, subterms B and C overlap.

Commented [JM24]: We need to confirm the terminology to use for sub-terms. B and D are used here as placeholders.

²¹ Students should be limited to a maximum of 3 courses per sub-term apart from rare exceptions.

Fall	Part of Calendar	Fall (mid-August to late-December)																				
	Online AY weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
	Term	Fall Semester / Fall A																				
	Term weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17				
	Subterm	Fall B									Fall C											
	Subterm weeks	1	2	3	4	5	6	7	8		1	2	3	4	5	6	7	8				
Spring	Part of Calendar	Spring (early-January to early-May)																				
	Online AY weeks	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38			
	Term	Spring Semester / Spring A																				
	Term weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17				
	Subterm	Spring B									Spring C											
	Subterm weeks	1	2	3	4	5	6	7	8		1	2	3	4	5	6	7	8				
Summer	Part of Calendar	Summer (early-May to mid-August)																				
	Online AY weeks	39	40	41	42	43	44	45	46	47	48	49	50	51	52							
	Term						Summer Session															
	Term weeks						1	2	3	4	5	6	7	8								
	Subterm	Summer B																				
	Subterm weeks	1	2	3	4	5	6	7	8													
	Subterm	Summer C																				
	Subterm weeks									1	2	3	4	5	6	7	8					

1.5.2.1 Term A

Term A is a semester-length online term. As shown in the image above, term A runs in parallel with the traditional semester for residential programs. In the fall, this is referred to as Fall A; in the spring it is called Spring A. There is no term A in the summer. The separate online term helps differentiate semester-length online course offerings from residential, hybrid, and virtual course offerings for the residentially-based programs. The separate online term also helps with enrollment processes and data management by distinguishing online course sections from those offered in other modalities at the same time. Internships and dissertations for online students might be listed in term A depending on program needs.

Commented [JM25]: What is the decision about A-term 16-week online term?

1.5.2.2 Subterm B

Subterm B is the first 8-week interval of a traditional academic semester or term. In the fall, this is referred to as Fall B. In the spring, it is referred to as Spring B. In the summer, this is referred to as Summer B.

Commented [JM26]: Mike, is it true that a main purpose of the online A term is to make it easier for the RO to distinguish course listings for the online program? and to help students avoid confusion when signing up for classes?

Commented [JM27]: Sub-term delineation of A (16), B (8), C (8), D (8). "Mini-mester" is a term used for residential programs/courses.

1.5.2.3 Subterm C

Subterm C is the second 8-week interval of a traditional academic semester or term. In the fall, this is referred to as Fall C. In the spring, this is referred to as Spring C. In the summer, this is referred to as Summer C. Since the summer session is shorter than a semester, Summer B and Summer C overlap.

2 ONLINE FACULTY

2.1 Faculty Status and KYSU Online

The online programs are supported by two faculty types: full-time faculty (i.e., full-time residential faculty) and adjunct faculty. When each type of faculty member completes instructional or administrative duties in an academic year, they are considered “online faculty” regarding those duties. Online faculty are similarly referred to as instructors. This is a status in addition to any other status held at Kentucky State University, such as full-time faculty, staff, or adjunct faculty (in residential courses). The remainder of this section clarifies the various ways in which full-time faculty are involved in the online programs. It also clarifies the relationship between their contracts and work performed for KYSU Online.

2.1.1 Full-time Faculty

Full-time faculty members are the primary faculty for the traditional (residential) academic programs. Their involvement in the campus life of Kentucky State University is an essential component of the students’ campus experience and the institution’s mission. One purpose of faculty contracts is to ensure an adequate faculty is in place to support the operations and offerings required by the residential student body. Therefore, their full-time teaching load should be fulfilled through courses delivered in the residential, hybrid, and virtual modalities (see Section 1.4 – *Online Course Modality* for an explanation of the difference between “virtual” and “online” modalities). Full-time faculty can also receive release from portions of their teaching load for administrative assignments, committee service, or special research projects.

Despite this primary orientation of the full-time faculty to the residential campus, they are integral to the success of KYSU Online. Full-time faculty serve as Subject Matter Experts to support KYSU Online course development. Some full-time faculty also might want to serve as online instructors for KYSU Online. This can occur in two ways:

- Full-time faculty may request online course load from the Office of Online Education. Once approved, a full-time faculty member could serve as an instructor for KYSU Online. Online course load would be treated separately from the terms of their full-time contract. Compensation would be in accordance with standard [online](#) adjunct rates in this scenario.
- ~~Some full-time faculty will be offered an extended contract, which delineates a scope of work to be completed specifically for KYSU Online. This extends beyond the scope of their regular contract. The extended contract will be formulated by the Office of Online Education and the Provost.~~

When a full-time faculty member carries online courses, they will be considered an online faculty member in addition to their status on the residential campus. As online faculty, they will report to the appropriate administrators concerning online courses.

See Section 1.3.3 – *Online Faculty*.

2.1.1.1 Online Faculty Workload Policy

To ensure that an adequate number of full-time faculty are available for the residential academic programs, administrative assignments, and committee service, full-time faculty may not count online course load towards their full-time teaching requirements. Whenever a full-time faculty

Commented [MD28]: three faculty types (Extended Contract)

Commented [JM29R28]: Are the extended contract faculty full-time faculty without tenure?

Commented [JM30R28]: Based on meeting today, I will include the extended contract faculty under the heading of full-time faculty. I think this will help keep them in the right bucket for the SACS “adequate full-time faculty” standard. E.g., they are full-time faculty of KSU, but they are engaged in an additional/extended scope of work for the online programs.

Commented [JM31]: This is covered below.

Commented [JM32]: Need to add section explaining extended contract faculty.

Commented [JM33R32]: I added this into the existing sections since they are treated as FT faculty — a subtype.

Commented [JM34]: This represents a departure from how they have handled online courses and contract fulfillment in the past. Confirm approvals with Dr. Dailey and others prior to rolling this out.

Commented [JM35R34]: Maybe this can be established as the Online Course Load Policy

member carries an online course load, it will be separate from the terms of their full-time faculty contract. Similarly, online course load will not trigger a reduction in teaching load the following semester. When full-time faculty function as online faculty and carry an online course load, they are paid at the standard rates specified in Section 2.3 – *Faculty Compensation*.

Note: Full-time faculty may not use online course load towards their full-time teaching load obligations; online course load is handled separately. Exceptions to this must be approved by the Provost in advance.

This policy allows full-time faculty involvement in KYSU Online while preventing it from eroding the full-time faculty availability for residential courses and program/student support. Exceptions to this policy must be approved beforehand by the Provost/Vice President of Academic and Student Affairs.

For a full statement of this policy, see the document, *KYSU Online Faculty Workload Policy*.

2.1.1.2 Online Course Load Assignments

The Office of Online Education will assign sections to online faculty based on their requested online load, their capacity for online load, and the needs of the KYSU Online. Although online course load is separate from the contracted load of full-time faculty, the Office of Online Education engages with administrators of the residential programs, such as Department Chairs, to ensure effective coordination of faculty workload across modalities. This is to ensure that full-time faculty remain adequately available for their primary obligations. The Office of Online Education also evaluates faculty workload capacity in the process of assigning online course load.

See Section 2.2.2.1 – *Calculating Workload Capacity for Full-time Faculty*. See also the document, *KYSU Online Faculty Workload Procedures*.

2.1.2 Adjunct Faculty

Adjunct faculty may be recruited for specific work in the online programs. Unlike full-time faculty, the adjunct faculty do not hold contracted teaching load in the residential programs. When an adjunct faculty member carries an online course load, they will be considered an online faculty member (in addition to any status on the residential campus, such as a residential adjunct instructor). As online faculty, they report to the relevant administrators, such as Faculty Mentors and SMEs, concerning online courses. Adjunct faculty are paid per the rates listed in Section 2.3 – *Faculty Compensation*. See also Section 1.3.3 – *Online Faculty*.

The Office of Online Education will offer adjunct faculty opportunities for workload as online faculty using the [document, *KYSU Online Adjunct Faculty: Workload Offer Form*](#) [Adjunct Workload Agreement form](#), before the start of each term or subterm.

2.1.2.1 Adjunct Faculty Qualifications

Adjunct faculty must meet University criteria and the Faculty Credentials Guidelines of the Southern Association of Colleges and Schools, Commission on Colleges (SACSCOC),²² for each course taught. It shall be the responsibility of the relevant program coordinator to ensure that adjunct faculty members are qualified to teach courses in their respective programs. This should

Commented [JM36]: The policy document needs to be created.

Commented [MD37]: We're not going to have department chairs and the online courses won't count toward load. Do we need a policy for online fulltime faculty?

Commented [JM38R37]: My thought was that full-time faculty who are contracted to teach residentially can still carry course load online, in which case it would be handled as overload. Since there are overload caps, I thought that the residential Department Chair would need to have some visibility into how much overload faculty were carrying on the online campus. Am I thinking about this correctly?

Commented [MD39]: FT teaching load - residential

Commented [JM40]: Mind that the KYSU Online faculty hiring processes need sufficient autonomy to meet the MIP plan. There will be some cross-pollination, but the online program is an autonomous subsidiary.

²² <https://sacscoc.org/app/uploads/2019/07/faculty-credentials.pdf>

involve a review of the hiring packet and transcripts. The Office of Online Education maintains records of transcript reviews and course qualifications for online faculty.

2.1.2.2 Adjunct Faculty as Part-time Employees

Adjunct faculty are considered part-time employees of the University. The Office of Online Education assigns online course load to adjunct faculty as needed. As much as possible, course load assignments consider the requests and preferences of each adjunct faculty member. In some circumstances, an adjunct faculty member might be asked to complete additional duties beyond the scope of their part-time teaching load, such as administrative support of the online programs, service as an SME, or curricular assessment. Other assigned duties are tracked by the Office of Online Education. Adjuncts are compensated for additional duties per the established rates. See Section 2.3 –*Faculty Compensation*.

Commented [JM41]: This will require the load policy to have a crosswalk from equivalent teaching units for standard non-teaching assignments.

2.1.2.3 Tracking Adjunct Faculty “Hours of Service”

Adjunct faculty are not hourly employees of the University. They are paid a flat rate per course and other duties. However, to comply with regulations relevant to the part-time status of adjunct faculty members and benefits administration, the university will use adjunct faculty workload information to track *adjunct hours of service*.

The term *adjunct hours of service* refers to the average calculated time per week a part-time adjunct faculty employee works. Since adjunct faculty are part-time employees, *adjunct hours of service* must be tracked to confirm that their workloads, in fact, remain below a calculated average of 30 hours per week, which is the threshold for full-time employment under the Affordable Care Act.

The method of calculating adjunct hours of service must fit the definition of a “reasonable method.”²³ One reasonable method is described in the Federal Register:

[T]he Treasury Department and the IRS have determined that, until further guidance is issued, one (but not the only) method that is reasonable for this purpose would credit an adjunct faculty member of an institution of higher education with (a) 2 ¼ hours of service (representing a combination of teaching or classroom time and time performing related tasks such as class preparation and grading of examinations or papers) per week for each hour of teaching or classroom time (in other words, in addition to crediting an hour of service for each hour teaching in the classroom, this method would credit an additional 1 ¼ hours for activities such as class preparation and grading) and, separately, (b) an hour of service per week for each additional hour outside of the classroom the faculty member spends performing duties they are required to perform (such as required office hours or required attendance at faculty meetings).²⁴

Three timeframes are involved in tracking adjunct hours of service: the *stability period*, the *administrative period*, and the *measurement period*.

- The current academic year corresponds to the *stability period*. In the *stability period*, the employee’s benefit status, which had been previously established for their position,

²³ <https://www.federalregister.gov/d/2014-03082/p-72>

²⁴ <https://www.federalregister.gov/d/2014-03082/p-77>

remains stable, regardless of fluctuations in their hours worked. The *stability period* is generally 10 or 11 months.

- Following the *stability period* is an *administrative period* of 1 or 2 months. During the *administrative period*, the past workload of each adjunct faculty member is measured to determine a benefit status for the subsequent *stability period*, which follows the *administrative period*.
- The *measurement period* is the most recently completed *stability period* used during the *administrative period* to calculate the average weekly *adjunct hours of service*.

Once per year in the *administrative period*, the average weekly hours of service in the *measurement period* are calculated for each adjunct using a “reasonable method.” The university will use the “look-back measurement method.” Per the Federal Register,

The proposed regulations provide a method, referred to as the look-back measurement method, under which employers may determine the status of an employee as a full-time employee during a future period (referred to as the *stability period*) based upon the hours of service of the employee in a prior period (referred to as the *measurement period*).²⁵

In the *administrative period*, the Office of Human Resources will evaluate *adjunct hours of service* during the *measurement period* to determine the appropriate actions to take for benefits administration in the *stability period*. Any part-time faculty employee (i.e., adjunct faculty member) averaging 30 or more hours of service during the *measurement period* will be contacted by Human Resources to review health insurance coverage options for the subsequent *stability period*.

2.2 Faculty Workload and KYSU Online

Faculty workload is covered in Section 2.11 of the Faculty Handbook, but that Handbook does not distinguish any specific duties associated with KYSU Online from general faculty work completed in support of the traditional programs. Additionally, given the KYSU Online Faculty Workload Policy,²⁶ which prohibits full-time faculty from using online course load to satisfy their full-time teaching load obligations (apart from pre-approval from the Provost), further guidance is needed to relate online faculty workloads to the existing framework used for residually-based programs. Online courses are offered in subterms; the compressed course delivery timelines impact faculty workload, which requires guidance beyond the Faculty Handbook. Moreover, additional guidance is needed to track the *adjunct hours of service* for benefits administration.²⁷

Full-time faculty workload at Kentucky State University traditionally has been measured in credit hours for course instruction or administrative release and in workdays for various aspects of faculty service and overload. Both credit hours and workdays relate to approximations of faculty time spent working in a semester or contract period. These approximations of time (whether hours or workdays) are predicated on the relationship between course credit hours and time spent in academic engagement with students during a semester, which is a minimum of 15 weeks of academic engagement in a semester. The table below presents this system of values and

Commented [JM42]: We will need to confirm how they intend to approach the length of the stability period and the administrative period.

Commented [JM43]: See above.

Commented [JM44]: I added this based on a conversation with Dr. Dailey 12/5. He will need flexibility to allow some full-time faculty to use online course load to satisfy their full-time teaching requirements.

Commented [JM45]: See previous comment about whether this terminology will need to be changed based on internal processes for faculty agreements. Regardless, there will need to be spreadsheet for tracking faculty workload and adjunct faculty hours of service.

²⁵ <https://www.federalregister.gov/d/2014-03082/p-99>

²⁶ See 2.1.1.1 – Online Faculty Workload Policy

²⁷ See 2.1.2.3 – Tracking Adjunct Faculty “Hours of Service”

assumptions used in credit hour and time-based faculty workload calculations at Kentucky State University.

Quantity	Unit	Formula / Explanation
1	Semester	= 15 semester weeks of academic engagement. ²⁸
1	Credit hour	= 1 hour of instruction AND 1 hour of grading/preparation PER semester week FOR 15 semester weeks. This equals 30 faculty work hours per credit.
1	Faculty workday	= 10 faculty work hours.
1	Credit hour	= 3 normal faculty workdays for the purposes of tracking overload.
1	Credit hour	= \$900 overload/adjunct compensation, up to \$2700 per course apart from summer incentive compensation for residential courses.
1	Credit hour	For full-time faculty, office hours are triggered for residential courses at a rate of 2/3 faculty office hours PER credit hour PER semester week in addition to the hours of instruction and grading/preparation.

Relating faculty workload to time spent working is unavoidable to an extent because of the credit hour system. One weakness of this relationship, however, is the potential to ~~convey~~ inadvertently convey an association between faculty work hours and compensation. This is undesirable since neither full-time nor part-time adjunct faculty are classified as non-exempt, hourly employees. So, it is helpful to disjoin workload from time spent working by implementing an atemporal metric to quantify faculty workload. Additionally, the assumptions and system of calculations in the table above do not readily lend themselves to various conversions, such as determining the workload represented by non-credit-bearing work or projects paid at a flat rate.

Therefore, building upon the historical approaches to faculty workload at Kentucky State University, this section details KYSU Online's standard unit of tracking faculty workload: *faculty workload units* (abbreviated as *WLU*). *Faculty workload units (WLU)* facilitate compensation; they are not directly tied to course instruction (as are credit hours), and they disjoin compensation from time-based approximations of faculty work (such as workdays and work hours). *Faculty workload units (WLU)* meet the needs of KYSU Online by accommodating different faculty types (full-time and part-time), different types of work (e.g., instructional, non-instructional, special assignments), different units of quantifying the work (e.g., credit hours, workdays, flat rate stipends), different timeframes in which the work is completed (e.g., semester, subterm), and different purposes for tracking the work (e.g., monitoring overload caps, overload pay, adjunct benefits thresholds). The remainder of this section explains KYSU Online's use of *faculty workload units*.

2.2.1 Faculty Workload Unit Values and System

KYSU Online will measure faculty workload in *faculty workload units (WLU)*. *Faculty workload units* are a single way to quantify various types of faculty workload. The table below shows how

Commented [JM46]: Faculty workload relates to three categories of effort: Teaching, Scholarly Activity, and Service. Full-time faculty workload is tracked to ensure the fulfillment of contract requirements, the availability of data for faculty evaluation and promotion cycles, and the equitable distribution of workloads. Adjunct faculty workload is tracked to ensure the availability of data for adjunct compensation and evaluation cycles, and to monitor part-time faculty benefits administration.

²⁸ The system of calculations uses 15 weeks of academic engagement even if there are more weeks of academic engagement in a semester. A course can also be delivered across fewer weeks than the 15 weeks of academic engagement thereby intensifying the course load.

traditional elements of faculty workload in the credit hour systems of calculations are quantified in *faculty workload units*.

Quantity	Other Metric	Abbr.	Equivalent Quantity <i>WLU</i>	Formula
1	credit hour (<i>cr</i>)	<i>cr</i>	2 <i>WLU</i>	$WLU = cr * 2$
1	release from credit hours (<i>cr_r</i>) ²⁹	<i>cr_r</i>	2 <i>WLU</i>	$WLU = cr_r * 2$
15	faculty work hours (<i>fwh</i>)	<i>fwh</i>	1 <i>WLU</i>	$^{30}WLU = fwh / 15$
1.5	faculty workdays (<i>fwd</i>)	<i>fwd</i>	1 <i>WLU</i>	$^{31}WLU = (fwd * 10) / 15$
0.333	office hours triggered by residential teaching per <i>WLU</i> per semester week (<i>ofh/swk</i>)	<i>ofh/swk</i>	1 <i>WLU</i>	$WLU = ofh/swk / (1/3)$
\$450	pay per <i>WLU</i> (\$) ³²	$\$/WLU$	1 <i>WLU</i>	$^{33}WLU = \$ / \450

These crosswalks to *WLUs* accommodate faculty workload tracking regardless of the known values (whether credit hours, release from teaching credit hours, special projects paid at a flat rate, faculty work hours and workdays).

2.2.2 Tracking Full-time Faculty Workload

With this framework of values, faculty workload policies can be articulated more simply with *faculty workload units (WLU)*. The table below presents full-time faculty workload requirements and overload caps in *faculty workload units (WLU)*.

Full-time faculty required teaching/release workload per semester	
Undergraduate faculty	24 <i>faculty workload units (WLU)</i> residential teaching/release ³⁴
Graduate faculty	18 <i>faculty workload units (WLU)</i> residential teaching/release ³⁵

²⁹ The abbreviation for credit hours (*cr*) has a subscript letter “r” denoting that these are credit hours of contracted teaching from which a faculty member is released; the equivalent workload is directed towards other duties, such as administrative assignments, committee leadership, or special projects.

³⁰ The denominator value of 15 relates to the standard number of weeks of academic engagement per credit hour.

³¹ The multiplier value of 10 relates to the standard number of faculty work hours in a faculty workday.

³² Rate per *WLU* up to 6 *WLU* per course; rate per non-course *WLU*.

³³ This formula calculates the *WLU* represented by an amount of compensation that is not otherwise triggered by a *WLU* value. It facilitates tracking of faculty workload (or overload) represented by a stipend or flat amount of compensation for workload.

³⁴ The Faculty Handbook articulates this as 12 credit hours of teaching per semester, which can be reduced by teaching release for administrative duties, research, and other workload assignments.

³⁵ The Faculty Handbook articulates this as 9 credit hours of teaching per semester, which can be reduced by teaching release for administrative duties, research, and other workload assignments.

Full-time faculty overload caps per semester – excluding KYSU Online workload	
9-month faculty	13 <i>faculty workload units (WLU)</i> teaching and/or other workload ³⁶
12-month faculty	16 <i>faculty workload units (WLU)</i> teaching and/or other workload ³⁷
Overload Compensation	
Full-time overload rate	\$450 per <i>faculty workload unit (WLU)</i> , up to \$2700 per course.

Commented [JM47]: Again, confirm whether handled as overload.

Commented [JM48]: We need clarification from KSU whether the 48 workdays for 12-month faculty is 24 per semester or whether some is allocated to the summer.

Commented [JM49R48]: And this depends on whether the existing overload model carries forward for FT faculty.

2.2.2.1 Calculating Workload Capacity for Full-time Faculty

In each subterm, the capacity of a full-time faculty member for workload as an online faculty member will depend generally on their total faculty workload.³⁸ The total workload in support of the residential programs will factor into decisions made by the Department Chair and the Director of Online Education when assigning course load for KYSU Online. For this reason, there could be times when a full-time faculty member does not have the capacity for duties as an online faculty member in a subterm or semester.

See the document, *KYSU Online Faculty Workload Policy*, and the document, *KYSU Online Faculty Workload Procedures*, for additional details.

Commented [JM50]: Waiting to see whether it is overload.

2.2.2.2 Calculating Compensation

Regardless of faculty employment status, all KYSU Online course load is paid at a standard rate of \$450 per *WLU*, up to \$2700 per course section, apart from low-enrollment and over-enrollment pay adjustments. See the pay scales in the document, *KYSU Online Faculty Workload Procedures*, for additional details.

Commented [JM51]: This section might need to be rewritten depending on decision about online load and FT overload.

2.2.3 Tracking Adjunct Faculty Workload for KYSU Online

Unlike full-time faculty, adjunct faculty are not contracted annually for a specific amount of teaching, service, and scholarly activity. However, the Faculty Handbook specifies that adjunct faculty workloads are normally less than the required teaching loads of full-time faculty, and workload must be tracked to administer compensation. Additionally, as noted in Section 2.1.2.3

³⁶ The Faculty Handbook articulates this as 39 workdays of overload per year (or 19.5 workdays of overload per semester). The overload is comprised of teaching (capped at 6 credit hours per semester) and other overload (which is quantified in workdays). The credit hours are converted to workdays equivalents based on a 1/3 ratio (3 credit hours is the equivalent of 9 faculty workdays).

³⁷ The Faculty Handbook articulates this as 48 workdays of overload per year. It is unclear whether this should be understood as 24 workdays of overload per semester (fall and spring) or as 19.5 workdays of overload per semester (fall and spring) and 10 more workdays of overload in the summer session. The overload is comprised of teaching (capped at 6 credit hours per semester) and other overload (which is quantified in workdays). The credit hours are converted to workdays equivalents based on a 1/3 ratio (3 credit hours is the equivalent of 9 faculty workdays).

³⁸ This calculation must account for whether a faculty member is an undergraduate or graduate faculty status, the length of their faculty contract (9 or 12 months), their residential course load, their administrative release, other required faculty assignments, residential teaching overload, and non-credit bearing overload for the residential campus.

above, adjunct faculty workload must be tracked to calculate the average adjunct hours of service during the look-back period of benefit administration for part-time faculty.

KYSU Online will track adjunct faculty workload with *faculty workload units (WLU)*. Relevant to adjuncts, the table below includes the values and system presented in Section 2.2.1 with calculations for tracking adjunct hours of service.

Quantity	Other Metric	Abbr.	Equivalent Quantity <i>WLU</i>	Formula
1	credit hour (<i>cr</i>)	<i>cr</i>	2 <i>WLU</i>	$WLU = cr * 2$
15	faculty work hours (<i>fwh</i>)	<i>fwh</i>	1 <i>WLU</i>	$^{39}WLU = fwh / 15$
1.5	faculty workday (<i>fwd</i>)	<i>fwd</i>	1 <i>WLU</i>	$^{40}WLU = (fwd * 10) / 15$
\$450	adjunct or overload pay per <i>WLU</i> (\$) ⁴¹	$\$/WLU$	1 <i>WLU</i>	$^{42}WLU = \$ / \450
1.125	adjunct hours of service per course related <i>WLU</i> ⁴³	<i>ahs</i>	1 <i>WLU</i>	$WLU = ahs / 1.125$
1	adjunct hours of service per non-course related <i>WLU</i> ⁴⁴	<i>ahs</i>	1 <i>WLU</i>	$WLU = ahs / 1$

These values and the system of tracking workload in *faculty workload units (WLU)* accommodate more than just course workload. Like full-time faculty, adjuncts also can carry other assignments quantified in *faculty work hours (fwh)*, *faculty workdays (fwd)*, or stipends for completed work. Adjunct workload policies can be articulated simply with *faculty workload units (WLU)*, as in the table below.

Adjunct faculty workload threshold per semester	
Workload threshold	Generally, less <i>faculty workload units (WLU)</i> teaching than full-time faculty requirement.
Adjunct hours of service threshold and calculations	

³⁹ The denominator value of 15 relates to the standard number of weeks of academic engagement per credit hour.

⁴⁰ The multiplier value of 10 relates to the standard number of faculty work hours in a faculty workday.

⁴¹ Rate per *WLU* up to 6 *WLU* per course; rate per non-course *WLU*.

⁴² This formula calculates the *WLU* represented by an amount of compensation that is not otherwise triggered by a *WLU* value. It facilitates tracking of faculty workload (or overload) represented by a stipend or flat amount of compensation for workload.

⁴³ The “reasonable method” for calculating adjunct hours of service involves different calculations depending on the type of faculty workload. For credit-bearing workload, the ratio is 2.25 adjunct hours of service for every credit hour of a course. For non-credit-bearing workload, the ratio is 1 adjunct hours of service for every hour of adjunct faculty work.

⁴⁴ See previous footnote about the adjunct hours of service for two types of workload.

Part-time employee benefits workload threshold	Average less than 30 <i>adjunct hours of service</i> per active semester weeks over the <i>look-back period</i> , as calculated during the <i>administrative period</i> .
Course workload	1 <i>WLU</i> is 1.125 adjunct hours of service (<i>ahs</i>) per semester week
Other workload	1 <i>WLU</i> is 1 adjunct hours of service (<i>ahs</i>) per semester week
Compensation	
Adjunct rate	\$450 per <i>faculty workload unit (WLU)</i> [up to \$2700 per course].

2.2.3.1 Calculating Workload Capacity for Adjunct Faculty

Like full-time faculty, adjunct faculty can carry workload for residential and online programs. KYSU Online uses the values and system for tracking *faculty workload units (WLU)* to determine workload capacity for adjuncts and to project average *adjunct hours of service*.

See the *KYSU Online Faculty Workload Policy* and the *KYSU Online Faculty Workload Procedures* for additional details.

2.2.3.2 Accounting for Subterms in Adjunct Faculty Workload Tracking

Since KYSU Online offers courses in subterms, workload calculations must factor in the compression of a semester-length course into a subterm. This has an amplifying effect on calculations of adjunct hours of service. In other words, if an adjunct delivers the *WLU* in half the number of semester weeks, there is a corollary doubling of the adjunct hours of service in each delivery week. This is important because the average adjunct hours of service per week, which is calculated during the look-back period, only considers active weeks. So, the same workload can lead to different *ahs* calculations depending on how it is distributed across terms and subterms.

See the *KYSU Online Faculty Workload Policy* and the *KYSU Online Faculty Workload Procedures* for additional details.

2.3 Faculty Compensation

Online faculty are compensated at a standard rate of \$450 per workload unit (*WLU*) up to 6 *WLU* per course, apart from low-enrollment and over-enrollment pay adjustments. See the pay scales in the document, *KYSU Online Faculty Workload Procedures*, for additional details. Not every *WLU* triggers compensation (e.g., meetings and office hours). The average online course is 3 credit hours, which is 6 *WLU*. This rate is prorated if a course enrolls fewer than ~~40-12~~ students. Pay will be calculated based on the total enrollment of the course after the add/drop date. Human Resources will issue payment to online faculty after final grades have been posted. Non-instructional duties that trigger additional compensation will be paid at the end of each term. Payment is made separately from any payroll the employee might receive for duties as, e.g., a full-time faculty member or a full-time staff.

2.4 Faculty Evaluation

The KYSU Board of Regents approved a Faculty Evaluation Process, which involves an annual faculty review in three areas according to a standard rubric: teaching effectiveness, high-impact practices in scholarship, and university and community service. In addition to this regular

Commented [JM52]: Is this the actual threshold for prorating pay at KSU? Is there a different threshold for undergraduate and graduate courses?

Commented [JM53]: KSU HR will need to review this to determine that's how they want to process the pay. There are some benefits administration details to consider in this. For example, is the overload pay eligible for benefits in the same way that salary compensation is? Will this compensation trigger matching retirement contributions in the same way that salary contributions do? KSU's existing manner of handling overload compensation for full-time faculty will probably work for online compensation separate from any regular salary.

evaluation process, the Office of Online Education will implement a supplemental evaluation process for online faculty.

2.4.1 Evaluation Process

Once per academic year, each online faculty member will engage in an assessment of online instructional practices. This evaluation aims to facilitate continued growth as an online faculty member in the instructional practices emphasized by KYSU Online.

The process involves several steps.

1. Notification: The Faculty Mentor initiates the evaluation process by notifying the online faculty of the details, timeline, and instruments used.
2. Self-evaluation: The online faculty member completes a self-evaluation survey and sends it to the Faculty Mentor along with end-of-course surveys and other selected artifacts from the relevant timeframe. Faculty may be asked to reflect on course-related data from dashboards.
3. Review and evaluation: The Faculty Mentor reviews these materials and instructional items such as course announcements, discussion boards, and assignment feedback. The Faculty Mentor also reviews the compliance reports from the relevant timeframe.
4. The Faculty Mentor completes the assessment rubric, which includes numeric ratings and substantive feedback.
5. The Faculty Mentor sends the assessment rubric to the online faculty member, and they communicate about the results.
6. Once the online faculty member has approved the assessment results, they are forwarded to the Director of Online Education for review. No further action is required unless initiated by the Director of Online Education.
7. The online faculty member retains a copy of the assessment to include in their regular performance evaluation process and faculty promotion portfolio (when relevant).

Commented [JM54]: Do we want to do a self-evaluation?

Commented [JM55R54]: Consider removing the self-evaluation phase.

Commented [JM56R54]: If the self-evaluation phase includes a review of success rates, etc, then it is helpful/meaningful.

Commented [JM57]: The Program Coordinator evaluation would be after the Faculty mentor and before the Director of Online Ed.

2.4.2 Evidence for the Effectiveness of Online Faculty

2.4.2.1 End-of-Course Surveys

Each course solicits feedback from students about the class and the faculty. Once final grades have been posted, the survey results are available for the faculty member to review. The Office of Online Education and administrators, such as the Faculty Mentor, use the surveys when evaluating faculty performance of online duties.

2.4.2.2 Compliance Reports

Online faculty must adhere to online teaching standards to provide regular and substantive interaction with students while maintaining an active online presence in courses. Compliance reports track the completion of specific regular duties by the appropriate deadlines. Relevant items covered in compliance reports include weekly announcements, faculty activity in the LMS, upholding the student “attendance” policy, posting final grades on time, etc.

2.4.2.3 Academic Engagement

Evidence of an instructor’s academic engagement with students can take many forms. This might include engagement in discussion boards, assignment feedback, and other instructional presence in the course. Information about the standards of instruction is found in Section 4 below.

2.5 Faculty Rank and Promotion

Online faculty do not hold any rank apart from their full-time status. When a full-time faculty member applies for promotion, their work as an online faculty member in support of KYSU Online is one component of their portfolio. The primary duties of full-time faculty are oriented toward the residential campus and degree programs. For this reason, the workload completed as an online faculty member for KYSU Online is not a significant factor in faculty rank and promotion decisions for full-time faculty.

Online faculty members who hold rank at another institution can appeal to use their rank and title at KYSU Online. Appeals should be directed to the Office of Online Education. No additional compensation or benefits are afforded to faculty who hold rank at another institution. The appeal, if granted, allows academic rank elsewhere to be reflected in the email signature of the adjunct faculty member at KYSU Online.

2.6 Subject Matter Experts

See *3.1 – Subject Matter Expert (SME) Model for Online Courses* for a description of SMEs.

3 ONLINE COURSES

This section presents the Subject Matter Expert model for online courses at KYSU Online. It explains how the SME's duties relate to different phases of an online course lifecycle. SMEs are integral to the development and redevelopment of online courses; they maintain the primary course shell of online courses; they are responsible for coordinating textbook updates; and they engage with online instructors to drive continuous improvement of online courses.

3.1 Subject Matter Expert (SME) Model for Online Courses

3.1.1 Rationale

Since online courses are delivered entirely through the Learning Management System, and since students engage the content asynchronously, the content within the LMS essentially stands in place of the instructional content represented by lectures in a traditional/residential course. Therefore, apart from regular face-to-face interaction with faculty in a classroom setting, students must encounter a well-designed, easy-to-navigate online course that facilitates their learning. Developing an effective online course is time-consuming and requires more advanced proficiency with the LMS. When multiple sections of the same online course are needed, the student experience can vary greatly depending on the ability of the instructional designer and the amount of time allocated to developing the course in the LMS.

KYSU Online aims to deliver a consistent educational experience to students in different online sections of the same course. Their experience should also remain consistent from term to term, as the general layout and elements of various online courses should be familiar. Moreover, there should be consistency (or parity) between online and residential versions of the same class. A consistent student experience will also reduce the burden on faculty to assist students in locating instructional content within the LMS.

Toward this end, KYSU Online will implement a Subject Matter Expert (SME) model in its online programs. The SME model is an approach to differentiating the roles of online faculty in developing and maintaining the content of online courses; it ensures consistency across multiple sections of an online course. This model positions KYSU Online to implement standards of consistent instructional design while minimizing the burden on faculty to become instructional designers. This model also supports assessment and accreditation reporting.

The SME model is a more formal approach to the traditional, informal collaboration among faculty members in a department who teach sections of the same course in a residential setting.

- For example, in a residential setting, two professors might agree to use the same textbooks in their respective sections of the same course to help students and the bookstore with simpler logistics and matching costs.
- The faculty might also agree to use similar assignments and examinations to simplify program-level assessment efforts in a residential setting.
- At other points, a faculty member might cover a residential course usually taught by a colleague on sabbatical; the covering faculty member might inherit and incorporate the syllabus, the textbooks, the assignments, and the lecture notes of their colleague rather than redesigning the course from scratch.

The point is that faculty in traditional residential programs often collaborate on courses to meet the needs of the students and the department.

The same spirit of collegiality and collaboration undergirds the online programs. However, the online modality of courses, the subterm schedule, and the unique needs of online students require a more formalized approach to faculty collaboration than what might occur less formally in a residential department.

The SME model formalizes faculty collaboration by designating one credentialed faculty member as the SME for one online course. The SME collaborates with the Office of Online Education, program coordinators, online faculty, and instructional designers to select content, arrange modules, develop assignments, write the syllabus, and ensure alignment with learning outcomes.

The SME of a course has access to a development shell of a course in the Learning Management System. This development course shell is where content updates are made, and input from other faculty is incorporated. Once changes are completed in the development course shell, the Office of Online Education reflects the changes in a primary course shell. The primary course shell is the official version of the online course that is copied to create the appropriate number of sections needed each subterm. Therefore, each section of the course is identical upon copy and reflects the work of the SME in the primary course shell. After the course copy occurs, credentialed online faculty are assigned to each section as the online instructors. They may supplement the course materials with optional instructional materials and activities, but they may not alter the course content. Nor can online faculty change the assignments in their section. Online instructors cannot add or remove course requirements.

See also the document, *KYSU Online SME Model for Online Courses*, and the document, *KYSU Online Course Content Management Procedures*.

Commented [JM58]: Revise and develop to ensure that online faculty do not change the course.

3.1.2 SME Duties

KYSU's Office of Online Education oversees the appointment of credentialed faculty as SMEs for specific courses. This process involves collaboration with the academic department, faculty, and other relevant parties engaged in course development. Some full-time faculty will be appointed as SMEs, and their service in this role is included within the scope of their full-time faculty contracts with Kentucky State University. In some cases, adjunct faculty will serve as SMEs. Full-time and adjunct faculty can serve as SMEs for multiple classes simultaneously, contingent upon other workload. Depending on the nature and extent of the workload represented by a SME assignment, the Director of Online Education can submit a proposal to the Provost to formulate a SME agreement detailing the rationale for additional compensation for a SME's scope of services.

3.1.2.1 Course Liaison

The SME for each course is the primary representative of the Office of Online Education at the course level. As directed, the SME will work with program coordinators, the Director of Online Education, and the Online Advisory Committee to maintain sufficient parity between the online course and other modalities. For example, assessments of learning outcomes may require coordination between faculty teaching residential and online modalities. The academic department and the Director of Online Education should ensure that the SME has appropriate involvement in department meetings and assessment planning to ensure efficient coordination of objectives in online sections. Additionally, if the residential faculty votes to modify a learning outcome shared by multiple courses, they should ensure effective coordination with the Director

of Online Education and the Online Advisory Committee, who will involve the program coordinator and SME of the affected online courses as needed. The department administrators must exercise particular care to ensure information-sharing with colleagues who are SMEs and may not be present on campus to participate in administrative meetings.

3.1.2.2 Course Development and Redevelopment

Beyond course development completed by third-party instructional designers in collaboration with SMEs, the SME is the primary individual responsible for developing, maintaining, and redeveloping an online primary course shell. All course developments and redevelopments are done by KYSU-approved Subject Matter Experts (SMEs), which could be a full-time faculty or adjunct faculty. Each course will be assigned a SME, and only the SME can change course content after seeking approval from the program coordinator and Director of Online Education.

Requests for course developments and redevelopments will be submitted through an online form, which can be accessed in consultation with the Office of Online Education. Once the SME completes the form, it will route to the program coordinator and Director of Online Education, who will open a development shell, which will become the primary course shell once development is complete. Once access has been granted to the development shell, the SME is responsible for ensuring that course content is aligned with the course learning outcomes. They must consult with their program coordinator to ensure the proper outcomes are listed for the course.

The SME must meet all development and redevelopment deadlines leading up to the online subterms in which the online course will be launched. These development deadlines are set by the Office of Online Education with reference to the course copy schedule for each online subterm. In general, the SME must complete development, redevelopments, and changes ten (10) weeks prior to the launch of the course in a subterm. Major updates would include changes to the course instructional content, course syllabus, or substantive changes to the course assignments.

When the SME has completed the course development, redevelopment, or changes, the program coordinator and Director of Online Education will review the development shell. They will evaluate the course for consistent design, alignment with learning outcomes, and support of regular and substantive interaction (RSI). This review should be completed at least eight (8) weeks before the targeted launch date, which allows time for the SME to adjust the course to the feedback of the reviewers, as needed. All changes must be finalized at least six (6) weeks prior to the launch date of the course to avoid interfering with the course copy process. Once all changes to the development shell are finalized, the Office of Online Education will convert the development shell into the primary course shell. The primary course shell becomes the version of the course from which individual sections are created each time it is offered.

3.1.2.3 Course Maintenance and Improvements

Once an online course has been developed, the initial SME will continue to oversee the ongoing maintenance of the course content in the primary course shell. In some circumstances, this initial SME might not be able to continue with SME duties, in which case the Office of Online Education will appoint a new SME to oversee the course content after the course has been designed.

In a post-development scenario, the SME will be responsible for adjustments and corrections to the course materials within the primary course shell. These are considered minor changes as

Commented [JM59]: Most of this content has come from the policy document that Mike drafted. I have not included the link to the development form.

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- All Primary Course updates (major updates and redevelopments) need to be completed 10 weeks before the beginning of the subterm.
- All Primary Course updates (minor updates) need to be completed 6 weeks before the beginning of the subterm.
- Course Copy will need to begin 4 weeks before the start of the subterm.
- Faculty will be given access two weeks prior to the start of the subterm. This gives faculty time to report any issues that need to be fixed in the course before the students gain access.
- Students will gain access five days prior to the start of the subterm.

Commented [JM61]: This form and workflow needs to be developed.

opposed to redevelopments. For example, after a course is offered, instructors might suggest adjustments to questions on assessments or clarifying instructions for an assignment. The SME will receive this feedback and implement needed changes in the primary course shell. Additionally, the SME is responsible for ensuring that the course design and learning activities conform to the standards of online instruction to cultivate regular and substantive interaction throughout the course. When the results of assessments suggest that a change in a course or learning activity is needed, administrators should coordinate course changes with the program coordinator and SME. See *4.1 – Regular and Substantive Interaction (RSI) in Online Education*.

The SME is also responsible for collaborating with online faculty and Faculty Mentors to review critical indicators of course health. The data will come from several sources in *ad hoc* or regular reports. Relevant items to review will include,

- Metrics of student success at the course level.
- Metrics of student success at the assignment level.
- Outliers in student performance at the question level of assessments.
- Metrics of student engagement with course content within each module.
- Student responses on end-of-course surveys.
- Feedback and suggestions from faculty instructors.
- Feedback from Faculty Mentors.

The SME will implement improvements in the primary course shell to ensure the online course is as effective as possible. All changes to development course shells must be completed six (6) weeks before the beginning of the subterm in which it will be deployed. This will allow for the changes made in the development shell to be copied to the primary course shell, which will then be used in course copy to create sections of the course. Course copy begins four (4) weeks before the subterm start date.

3.1.2.4 Course Updates for Textbook Changes

SMEs must select electronic textbooks to be integrated directly into the LMS. Exceptions for printed resources must be approved by the Office of Online Education through the process described in the policy for Course Developments and Redevelopments.

If a course requires an update due to a textbook edition change of the current textbook, then the SME will request a course development shell by contacting the Office of Online Education. Once the Office of Online Education provides access to the development shell, the SME will update the course test banks, chapters, appropriate reading prompts, etc. The updates must be completed at least six (6) weeks before the next term, but the bookstore needs to be informed about a textbook change five (5) months in advance.

Note: When textbook-related changes are made to an online course, the bookstore must be informed five (5) months in advance, and changes made to the online course must be completed in the development shell at least six (6) weeks before the next term.

After a course has been updated in the development shell, the program coordinator and Director of Online Education will review the updates. The program coordinator will ensure that learning outcomes are met and that the course meets RSI standards. The program coordinator must have all reviews completed five (5) weeks before the next term. If the program coordinator finds

Commented [JM62]: Ensure this section matches the policy document for course developments and redevelopments.

corrections that need to be made, the SME will have one (1) week to make appropriate updates (i.e., four (4) weeks before the subterm start date).

See the document, *KYSU Online Course Content Management Procedures*, for full details on the course development, redevelopment, and changes procedures and timelines.

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3.1.2.5 Manage the Course Syllabus

The SME for each online course is the “keeper” of the syllabus for the online course with particular focus on the instructional components of the course. As such, the SME must ensure that the information in the syllabus is accurate, current, and sufficiently coordinated with residential counterparts. The SME will work with the program coordinators and the Office of Online Education to ensure that the course syllabus conforms to the standards of KYSU Online. See 3.2 – *Online Course Syllabus* for more details.

3.2 Online Course Syllabus

Each online course must include a syllabus posted in the LMS at the beginning of each online course before students gain access. The SME will maintain the syllabus in the primary course shell, and the syllabus will be consistent across each online section of a particular course. For this reason, the syllabus should include essential information about the course rather than section-specific details about the online faculty in each section.

3.2.1 Syllabus Procedures

The procedures related to the syllabus in an online course parallel the procedures related to course content changes more broadly.

3.2.1.1 Creation

The SME for each course should work with Instructional Designers to create a syllabus using the template established for KYSU Online. The syllabus template supports a student-centered delivery of online courses through consistency – appearance, order, and terminology. The syllabus must comply with relevant departmental policies and procedures. See 3.1.2.5 – *Manage the Course Syllabus*.

3.2.1.2 Revision

Revisions to the syllabus in online courses must be coordinated with the course SME. Suppose an instructor notes an error or outdated information. In that case, they should notify their faculty mentor to propose a revision to the course syllabus and coordinate any further actions with the appropriate SME. The SMEs will notify the Office of Online Education of their intent to change a syllabus. In most cases, a course development shell will be created. Then after the changes in development shell are approved, they are transferred to the primary course shell to be reflected in course copy thereafter.

3.2.1.3 Review

Review of course syllabi is ongoing. Online faculty should inspect the syllabus in their online courses in Week 0 after the course sections have been copied from the primary course shell but before students can access the system. This is primarily for quality control. Instructors should notify their Faculty Mentor if they spot anything needing to be adjusted in the course syllabus.

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SMEs are primarily responsible for ensuring that the information in the syllabus matches the information in the online course pages within the LMS. Additionally, SMEs must confirm that the course documents relevant to each assignment match the assignment details listed in the syllabus. SMEs must also stay abreast of any changes made to the textbooks and learning materials that would require changes to the information in the syllabus. For example, when a new textbook edition involves changes to headings and page numbers, the SME should ensure that the syllabus reflects information that matches the version of the textbook students use.

The SME works with the Office of Online Education whenever a syllabus review is needed. Reasons for special syllabus review could include assessment and accreditation efforts, coordinating online courses with residential counterparts, and auditing syllabi to comply with the specified template and policy statements.

3.2.2 Syllabus Contents

The syllabus should include the following information, which should be presented in the language recommended by the Office of Online Education and other offices where relevant. The information should be incorporated into the KYSU Online syllabus template so that standard information appears consistently from course to course.⁴⁵

3.2.2.1 General and Identifying Information

The syllabus should include the basic information for the course. This includes the course title, number, and credit hours. This should be consistent with the information maintained by the Registrar and what is displayed in the Catalog. The syllabus should also identify the modality of the course as “online.”

3.2.2.2 Course Description

The syllabus should include the official course description from the academic catalog. It should also list the official prerequisites per the catalog and/or the Registrar.

3.2.2.3 Course Learning Outcomes

The syllabus should include course learning outcomes or objectives. These learning outcomes should match the learning outcomes of the same course in other modalities, such as traditional or hybrid sections.

SMEs should consult with the Office of Online Education about including program learning outcomes in the syllabus. Doing so can help students appreciate the ways in which the course and its components (i.e., the parts of the degree program) contribute to their acquisition of program objectives and their development of graduate-ready knowledge, skills, and abilities (i.e., the totality of what the degree represents).

The course learning outcomes and program learning outcomes should be distinguished with numbers or letters in such a way that these can be aligned with assignments in the syllabus and in the course schedule. For example, each course learning outcome could be designated with a capital “C” followed by the number of its place in the list of course learning outcomes (e.g., C1, C2, C3, etc.). Each program learning outcome could be designated in this same way, using a “P”

Commented [JM65]: Review this section to ensure that it matches the syllabus template.

⁴⁵ See Section 2.11.2.2 of the Faculty Handbook for corresponding guidelines for course syllabi in traditional and hybrid course modalities.

instead (e.g., P1, P2, P3, etc.). SMEs and Program Coordinators are responsible for establishing and updating these alignments in the course as they see fit.

3.2.2.4 Required Textbooks and Learning Materials

The syllabus should list the full bibliographic information of each required textbook and learning resource, including the ISBN. The details should match what is on file with the bookstore for the course. It might be appropriate to include brief comments about whether the resource is provided within the LMS, such as in the case of electronic resources integrated directly into the course pages.

3.2.2.5 Instructional Methods

The syllabus should describe the instructional methods briefly. This might include a description of the learning activities in each module, such as video lectures, reading, discussion forums, or video conferences.

3.2.2.6 Assignments

The syllabus should include a description of each assignment, its point value, and a reference to the course learning outcomes to which the assignment relates. When the assignments related to instructions posted elsewhere in the online course (whether as a file or a course page), the syllabus to refer students to these resources for further guidance on the assignment. Both the description of the assignment and the course schedule should identify the Module due date of the assignment (e.g., due at the end of Module 7).

3.2.2.7 Evaluation Procedures

The syllabus should include an explanation of the grading scale, including the total points achievable in the course. All courses at KYSU Online are based on a possible one thousand (1000) points. The grading scale should clearly distinguish the point ranges relevant to each possible final grade.

3.2.2.8 Course Schedule

The syllabus should include the course schedule, which presents the assigned learning activities and assignments in each module.

3.2.2.9 Course Expectations and Policies

The syllabus should include the “syllabus statements” from the KYSU Online policies whenever relevant or required. Some of the policies, such as those relating to Disability Accommodations and Failure for Non-Attendance (i.e., Administrative Withdrawal), must be upheld as they are written. Other policies set the baseline student expectations in the course, but they allow faculty more flexibility to make exceptions. For example, the policy on late work describes the penalties students can expect when they miss deadlines. An online faculty member cannot be more severe than the policy in penalizing a late assignment, but they can relax the penalties if it is appropriate to do so based on their professional judgment.

3.2.2.9.1 Attendance Policy and Administrative Withdrawal

The syllabus should include a statement of the KYSU Online Course Attendance Policy with a clear description of the requirements for students to remain active in the course by demonstrating academic engagement. See the document, *Online Course Attendance Policy*.

3.2.2.9.2 Technology Requirements

The syllabus should include a statement of the general technology requirements. If the course requires specific software or technology, that should be foregrounded in the “Required Textbooks and Learning Resources” section. ~~It is important~~ Students that students must have reliable access to a personal computer and a high-speed internet connection. Most students will have this equipment, but some students might have the impression that their assignments can be completed entirely on a smart phone. Although smartphones and tablets provide access to high quality apps, such as the LMS and Microsoft 365, SMEs should determine whether this equipment alone is sufficient for the course.

3.2.2.9.3 Late Work Policy

The syllabus should include a statement of the KYSU Online Policy on Late Work and Extensions. This policy includes the standard percentage deducted per timeframe late. See the document, *KYSU Online Late Work Policy*.

3.2.2.9.4 Academic Code of Conduct

The syllabus should include a statement of the KYSU Online Academic Code of Conduct. This statement might need to be reiterated with reference to the various types of assignments in the course. See the document, *KYSU Online Academic Code of Conduct*, and the document, *KYSU Online Policy on the Use of Artificial Intelligence (AI)*. See also Section 4.3.5.4 – *The Problem of Plagiarism*.

3.2.2.9.5 Title IX Policy Statement

The syllabus should include a statement about the Title IX policy.

3.2.2.9.6 Student Support Services

The syllabus should refer students to the student support services available to them for various needs, including academic tutoring.

3.2.2.9.7 Disability Accommodations

The syllabus should include a statement about the availability of Disability Accommodations for students who might request them. This information should be coordinated with official policy documents and relevant student support service offices. See the document, *KYSU Online Disability Accommodations Policy*.

3.3 Online Course Copy Schedule

In coordination with the Office of the Registrar, the Office of Online Education will determine the number of online sections needed to accommodate student enrollment for each online course offering. The Office of Online Education will assign sections to online faculty based on their requested online load and their capacity for online load. Once the course sections are assigned, online faculty will be notified of their course load assignments and the anticipated online course copy schedule.

In general, course copy will begin four (4) weeks prior to the start of the subterm, and it will continue until enrollment for the subterm has closed. Due to this course copy timeline, Subject Matter Experts should be aware of the relevant deadlines for primary course shell updates. The Office of Online Education will give each online faculty member access to the assigned online

Commented [JM66]: Consult with Kathy about the course copy process and work with KSU on implementing.

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- All Primary Course updates (major updates and redevelopments) need to be completed 10 weeks before the beginning of the subterm.
- All Primary Course updates (minor updates) need to be completed 6 weeks before the beginning of the subterm.
- Course Copy will need to begin 4 weeks before the start of the subterm.
- Faculty will be given access two weeks prior to the start of the subterm. This gives faculty time to report any issues that need to be fixed in the course before the students gain access.
- Students will gain access five days prior to the start of the subterm.

course sections in the LMS two (2) weeks prior to the start of the subterm. This gives faculty time to report any issues that need to be fixed in the course before students gain access. Students will gain access five (5) days before the start of the subterm.

See 3.1 – *Subject Matter Expert (SME) Model for Online Courses*. See also the document, *KYSU Online Course Content Management Procedures*.

3.4 Curriculum Proposals

Curriculum proposals for KYSU Online must be coordinated with the Online Advisory Committee and the residential programs of Kentucky State University. This will require collaboration between the Office of Online Education, the Online Advisory Committee, and the Curriculum Committee of the Faculty Senate.

Faculty should consult with the Director of Online Education for guidance on submitting a curriculum proposal for KYSU Online, such as a new course or a new program; the same is true when faculty would like to change an existing online course or program.

These actions will likely involve preparing relevant forms from the list below:

- *Curriculum Proposal Checklist*
- *Curriculum Proposal Form 1: New Course Proposal*
- *Curriculum Proposal Form 2: Course Change Proposal*
- *Curriculum Proposal Form 3: New Program Proposal*
- *Curriculum Proposal Form 4: Program Change/New Modality Proposal.*

Faculty should consult the document, *KYSU Curriculum Proposal Procedures*, and the document, *Workflow for Curriculum Procedures*, for additional details.

4 STANDARDS OF ONLINE INSTRUCTION AND STUDENT SUPPORT

This section presents the standards for how online faculty will engage in regular and substantive interaction with students in online courses. These standards provide a framework for ensuring a consistent student experience in KYSU Online courses that combines well-designed online courses with an active faculty presence.

4.1 Regular and Substantive Interaction (RSI) in Online Education

The KYSU Online faculty who receive course load assignments are the course instructors. As such, the instructor is “an individual responsible for delivering course content and who meets the qualifications for instruction established by an institution’s accrediting agency” (34 CFR 600.2 “Distance education”).⁴⁶ Additionally, the online faculty are responsible for monitoring student engagement and satisfactory academic progress in online courses. Online faculty are the primary instructional presence within each online course.

4.1.1 Regulatory Background and Definitions

The instructor in an online course must engage students with regular and substantive interaction. According to the Department of Education,

[S]ubstantive interaction is engaging students in teaching, learning, and assessment, consistent with the content under discussion, and also includes at least two of the following— (i) Providing direct instruction; (ii) Assessing or providing feedback on a student’s coursework; (iii) Providing information or responding to questions about the content of a course or competency; (iv) Facilitating a group discussion regarding the content of a course or competency; or (v) Other instructional activities approved by the institution’s or program’s accrediting agency (34 CFR 600.2 “Distance education”).⁴⁷

Furthermore, an institution ensures regular interaction between instructors and students by –

- (i) Providing the opportunity for substantive interactions with the student on a predictable and scheduled basis commensurate with the length of time and the amount of content in the course or competency; and (ii) Monitoring the student’s academic engagement and success and ensuring that an instructor is responsible for promptly and proactively engaging in substantive interaction with the student when needed on the basis of such monitoring, or upon request by the student (34 CFR 600.2 “Distance education”).⁴⁸

Several characteristics of regular and substantive interaction emerge from this information: teaching, learning, assessment, assignment feedback, responding to student inquiries, facilitating discussions, etc. Additionally, its timing is predictable, scheduled, proactive when needed, and responsive when contacted.

These federal regulations for Distance Education provide the framework for effective online interaction between KYSU Online faculty and students.

See also *Regular and Substantive Interaction: Background, Concerns, and Guiding Principles*.⁴⁹

⁴⁶ [https://www.ecfr.gov/current/title-34/part-600#p-600.2\(Distance%20education\)](https://www.ecfr.gov/current/title-34/part-600#p-600.2(Distance%20education))

⁴⁷ [https://www.ecfr.gov/current/title-34/part-600#p-600.2\(Distance%20education\)](https://www.ecfr.gov/current/title-34/part-600#p-600.2(Distance%20education))

⁴⁸ [https://www.ecfr.gov/current/title-34/part-600#p-600.2\(Distance%20education\)](https://www.ecfr.gov/current/title-34/part-600#p-600.2(Distance%20education))

⁴⁹ <https://files.eric.ed.gov/fulltext/ED593878.pdf>

4.1.2 KYSU Online Policy for RSI

Online programs require regular and substantive interaction (RSI) between faculty and students. While physical distance can separate faculty and students, asynchronous online learning presents additional challenges to RSI for faculty and students.⁵⁰

To align with the Department of Education's RSI guidance to provide "*the opportunity for substantive interactions with the student on a predictable and scheduled basis commensurate with the length of time and the amount of content in the course or competency*," instructors will initiate regular communication with students.

To align with the Department of Education's RSI guidance, instructors may use announcements, emails, assignments, activities, and other means to provide *direct instruction* to students. Direct instruction entails any faculty-led interaction with a group or individual specifically engaging in course-related guidance.

Faculty must be attentive to the frequency and quality of their interaction with students. The frequency of faculty interaction with students must be *regular*; regular interaction provides "the opportunity for substantive interactions with the student on a predictable and scheduled basis commensurate with the length of time and the amount of content in the course."⁵¹ Online faculty must be present for interaction, instruction, and outreach.

A predictable and scheduled basis for regular and substantive interaction can be achieved by the course design, scheduled learning activities across its modules, and the instructor's actions before the course starts, while the course is active, and after the course concludes.⁵²

4.1.3 Design of the Course

The course design in the learning management system should include elements that facilitate regular engagement. For example, course designers should create an ungraded community discussion forum for general communication and online student conversations. The community forum allows students to engage with their classmates and instructors informally. This approximates the informal interaction in a residential class before and after class periods as students enter and exit their classrooms. It helps cultivate a sense of community, inclusion, and support among students.

In addition to the community discussion forum, the course design should include graded discussion forums focused on the course content at planned intervals. These discussion forums approximate the more formal discussions that typically occur in a residential class setting, where students express their points of view on the subject matter or discuss content presented in lectures or assigned readings. The role of an instructor is to prompt these discussions with thought-provoking questions, guide the direction and tone of the discussion as it develops, and help students appreciate the strengths and weaknesses of various points of view. This looks

Commented [JM68]: Get feedback from Chris and Kathy about course design and RSI as related to the policy.

⁵⁰ The nature of teacher-student interaction in distance education can make it more time-intensive than needed for traditional courses, as noted by the American Association of University Professors' *Special Committee on Distance Education and Intellectual Property Issues* "Statement on Online and Distance Education" (<https://www.aaup.org/report/statement-online-and-distance-education>).

⁵¹ [https://www.ecfr.gov/current/title-34/part-600#p-600.2\(Distance%20education\)](https://www.ecfr.gov/current/title-34/part-600#p-600.2(Distance%20education))

⁵² See the short introduction to RSI: <https://rise.articulate.com/share/vbTizQ9cVITJY1MPgY-4ZEW3sgXlRbag>

different in a residential classroom lecture than in an online course. However, a well-designed online course will provide assigned discussion forums in various course modules to ensure regular and substantive interaction with the course content.

4.1.4 Scheduled Learning Activities

Although online courses allow for asynchronous academic engagement, the course must follow a schedule. The course schedule outlines the modules' sequence and the corresponding learning activities, assignments, and deadlines. Module deadlines ensure that students complete and submit work throughout the course (typically eight weeks) rather than submitting most of their assignments (or perhaps all their assignments) at the end of the course. The course schedule also plans for a regular feedback loop of substantive interaction whereby the online instructor evaluates students' work and instructs them accordingly. Students can learn from and respond to the instructor's substantive feedback as the course progresses. The course schedule should be posted in the syllabus within the online course.

See also *3.1 – Subject Matter Expert (SME) Model for Online Courses*.

4.2 Instructor's Actions: Before the Course Starts

Before the online course is made available to students, the online instructor should complete a few set-up tasks to establish an active and welcoming presence within the course.

4.2.1 Faculty Information

Fostering a positive faculty-to-student relationship is vital in building community in online courses. A well-written and personable faculty profile can set a positive tone for the course. This puts students at ease and increases their confidence to reach out with questions and ask for help.⁵³ Instructors should set up a profile, including a brief bio, professional headshot, contact information, email, best contact hours, and any other desired information before the course launch in a timeframe specified by the Office of Online Education. Apart from this faculty information displayed within the online course, the course can feel "uninhabited" when students explore the course upon gaining access.

4.2.2 Welcome Announcement

In addition to personalizing the course with faculty information, the instructor should post a welcome announcement and display it on the landing page for the online course. The welcome announcement further conveys an active faculty presence within the course. It is an initial point of connection with students and provides them with guidance on the next steps to take upon gaining access to the course.

This communication should focus on essential course- and content-specific items rather than student policy and logistical information. For example, the welcome announcement might introduce the following:

- A few details about the instructor.
- Comments about the relevance of the subject matter.

⁵³ <https://www.facultyfocus.com/articles/online-education/online-course-delivery-and-instruction/instructor-bio-humanize-course-reduce-student-anxiety/>

- The location of course documents, such as the syllabus and course schedule.
- Actions the students must take to establish a presence in the course through academic engagement.
- Guidance on the best ways to contact the instructor for various reasons.

The welcome announcement should be posted before students gain access to the course; a good target would be five (5) days before the start of the course (which typically falls on a Thursday). However, after students gain access, the welcome announcement should be sent by email to the student as well (this might require the instructor to select an option to email the announcement once the course goes live; the announcement should not be sent as an email prior to students gaining access to the course). This proactive, multi-channel communication from the course instructor will prompt students to engage with the syllabus immediately.

4.2.3 Textbooks and Learning Resources

Textbooks are integrated into online courses as electronic resources ~~apart from rare exceptions approved by the Office of Online Education~~. There may be instances where instructors are required to set up their textbook in the course so that students can utilize courseware. There may also be instances where Sometimes, these resources require separate login credentials or verification codes from students. The instructor should include guidance about the form of the textbooks and the way students access those resources. If a printed textbook is required, instructors should include guidance on how students should obtain the printed textbooks as soon as possible so as not to delay progress in the course.

4.2.4 Introduction Post in the Community Forum

The community forum is an excellent way for the instructor to introduce oneself to students less formally, describing hobbies and other background information appropriate to the online course. This is also a great place to invite students to introduce themselves to the instructor and classmates. For example, the instructor could ask students to introduce themselves and share their degree program and current city or occupation. These self-introductions in the community forum are like those often occurring on the first day of a residential course. The goal is to create a welcoming, inclusive, friendly, and collegial environment for students to engage with one another and their instructor(s).

Responding to each student's post in an introductory discussion forum effectively allows faculty to show presence and establish rapport in the learning community. This should be done where applicable. However, faculty can choose to build community with a summative response to the students' introductions.

An introductory post is a minimal expectation, but instructors are encouraged to use other methods of facilitating community.

4.3 Instructor's Actions: While the Course is Active

4.3.1 Establishing the Active Roster

In the first week, students must exhibit academic engagement in an online course to avoid being dropped. This involves completing a course assignment or engaging the instructor about the

Commented [JM69]: We need to develop Roster Verification and Add/Drop for the Registrar.

course content.⁵⁴ The instructor must ensure that each student who has not participated in the course through academic engagement is marked as “inactive” on the course roster. At the end of the first week, the instructor must send the current roster to the Registrar for processing.

See the federal requirements to document students’ attendance for financial aid purposes (34 CFR 668.21(c)). See also the *KYSU Online Course Attendance Policy*.

4.3.2 Accommodations and Academic Conduct

At the start of the course, online faculty should be aware of their responsibility to facilitate a learning environment that upholds standards of academic conduct and coordinates reasonable accommodations for students as needed. This involves several policies cited in the syllabus and webpages of KYSU. Online faculty should engage with students about the policies as relevant.

4.3.2.1 KYSU Online Late Work Policy (1.3.2)⁵⁵

All assignments must be completed by their deadlines as specified in the course schedule. Assignment deadlines typically coincide with the end of each module. Modules usually begin on a Monday and end on the following Sunday. Therefore, assignment deadlines generally are 11:59 PM on Sunday (except Module 8, which typically ends on a Friday).

Students who do not meet the deadline may submit their work late without requesting approval from the course instructor. Late work will be penalized with a standard grade reduction on the assignment. The standard penalty is a reduction of one (1) letter grade or ten percent (10%) of the assignment’s possible points per week after the deadline.

4.3.2.2 KYSU Online Policy on the Use of Artificial Intelligence (1.3.5)⁵⁶

Use of Artificial Intelligence (AI) tools, such as generative AI, must be in accordance with course-specific guidelines for each assignment. There is not a “one size fits all” policy. Students should carefully read the instructions for each assignment to determine the instructor’s requirements. However, if an instructor requests that students refrain from using AI on a particular assignment, a violation of that request would constitute academic dishonesty and could result in academic sanctions.

4.3.2.3 KYSU Online Academic Code of Conduct (1.3.6)⁵⁷

Academic Integrity is a fundamental value of Kentucky State University’s community of students, faculty, and staff. The University wishes to promote the highest and most honorable pursuit of intellectual achievement and emphasize the importance of in acts of academic dishonesty may be subject to sanctions. Any student who knowingly assists in any form of academic dishonesty may also be subject to sanctions. Academic dishonesty can occur in several forms, some of which include cheating, plagiarism, and forgery.

Commented [JM70]: We need to make sure this is procedurally correct with how a given school manages online attendance at the start of a course and how the rosters are confirmed with the Registrar.

Commented [MF71R70]: The school must have a policy on this and this would be the best way to handle it, but I am sure each school will have a set way they handle it. I would think we would make a strong recommendation here to develop something that follows what you have here.

⁵⁴ See the complete list of activities constituting “academic engagement” (34 CFR 600.2 “Academic engagement”).

⁵⁵ See the document, *KYSU Online Late Work Policy*.

⁵⁶ See the document, *KYSU Online Policy on the Use of Artificial Intelligence (AI)*.

⁵⁷ See the document, *KYSU Online Academic Code of Conduct*.

4.3.2.4 KYSU Online Disability Accommodations Policy (1.3.12)⁵⁸

This policy requires all faculty and staff members at Kentucky State University to provide reasonable accommodations to students with disabilities to ensure equal access to educational opportunities. Faculty and staff must take proactive steps to facilitate accommodations for students with disabilities, including providing accessible course materials, collaborating with the Office of Accessibility and Disability Services, and maintaining privacy and confidentiality. By complying with this policy, faculty and staff members can help to create an inclusive and accessible learning environment for all students.

4.3.3 Weekly Module Announcement

Weekly announcements inform students about course expectations for the week ahead. These posts are most effective when they are concise, cover the basic requirements for the week, and are written or recorded professionally.

By 9:00 AM Eastern Standard Time on the first day of each module, the instructor should post a written or recorded announcement in the LMS introducing the new module to students. This weekly announcement should highlight essential aspects of the learning activities. It should also introduce the assignments for the week and invite students to contact the instructor if additional guidance is needed. It is an opportunity to engage in a personable way while conveying information on items such as reminders and the workload for the week. Specifics such as items that tend to be more challenging, intensive reading for the week, or a significant assignment being due are essential to highlight in these weekly announcements.

The weekly announcements are a point of regular and substantive interaction between the instructor and the students. The consistent posting at the start of each week establishes an expectation that students will progress collectively from one module to the next and that the course progresses from start to completion.

In addition to posting the announcement on the course landing page in the LMS, instructors should use the LMS to email the announcement to students directly. The arrival of the email in students' inboxes each week will help drive their academic engagement with the course.

4.3.4 Instructional Presentations

Most online courses are asynchronous and do not involve synchronous lectures. However, video recordings of lectures or recorded presentations are commonly used instead of (or in combination with) synchronous learning opportunities within the parameters specified by programmatic accreditors. The instructor might host a voluntary video conference for students to attend, recording and posting it for those who could not attend to view later. Instructors may find this is an effective way to facilitate academic engagement with students and efficiently discuss their questions about course assignments. Other effective practices include synchronous sessions by appointment or synchronous group projects.

In asynchronous online learning, the instructor must not require students to participate in synchronous course elements to avoid creating conflicts with how the programs are marketed to students (i.e., professors must avoid requirements that conflict with the advertised program

Commented [JM72]: No earlier than? We need to determine how the LMS gives access to each week of work. That might dictate how we write this.

Commented [JM73]: Confirm this.

⁵⁸ See the document, *KYSU Online Disability Accommodations Policy*.

requirements). Additionally, in most online classes, it is not practical to coordinate students' schedules across time zones for a synchronous meeting.

4.3.5 Evaluating Students' Work and Providing Feedback

Robust feedback is essential for all online students, whether they struggle or do an impeccable job with an assignment. This mode of interaction is one of the most direct ways faculty members can teach, guide, inspire, and redirect students' efforts. Meaningful, constructive feedback will be timely, specific, actionable, and cordial. Utilizing assignment rubrics as a guide and rationale for the students' scores also enhances students' ability to understand the strengths and weaknesses of their work. The use of rubrics is recommended where applicable.

All coursework should be graded within six (6) days of the due date to mitigate the effects of the accelerated pace of online courses and allow students to adjust for subsequent assignments. There are noted exceptions to the six-day (6) deadline for courses in which the grading load is heavier (e.g., writing-intensive courses), and the Office of Online Education will specify which courses have increased flexibility based on recommendations from program coordinators and SMEs. In these instances, communication with students regarding when they will receive feedback is recommended, and instructors are encouraged to time the feedback so that the student has sufficient time to implement instructor recommendations before submitting the next assignment.

Assignments submitted early should be graded within six (6) days of the due date, not the early submission date. Coursework submitted late should be graded within six (6) days of the submission date. The same exceptions noted above also apply to this recommendation.

4.3.5.1 Assessments (Quizzes, Tests, Exams)

When assessing student work in online courses, instructors should return grades and feedback as soon as possible due to the faster pace and compressed timeline of courses in the online subterm. The standard requirement is a six (6) day turnaround time for grades. For assessments graded automatically by the LMS, instructors should review the scores and determine if there are patterns of missed questions and whether those patterns reveal an underlying issue with the question itself or the aligned instruction. In those cases, an instructor's discretion should be used to adjust a system-generated score on an assessment. Additionally, the instructor should determine whether to adapt/eliminate a problematic question from an assessment or develop supplementary/replacement instruction in the primary course shell. The procedure for doing so is detailed elsewhere, but changes to the primary course shell should be communicated to the Faculty Mentor and the SME.

Ideally, instructors will provide brief written comments for each student. The tone of the comments should be that of an encouraging coach – identifying positive elements of the student's work while focusing on areas for improvement and ways to improve. Many instructors will find that this type of feedback can open communication with a student who would not otherwise engage based merely on a system-generated score. Feedback on assessments will convey the instructor's active presence in the course and with student success.

4.3.5.2 Collaborative Learning Assignments

Collaborative learning assignments encompass a range of assignments such as discussion forums, social annotation of an article, interactive maps and timelines, capstone projects, and interactive videos. As a minimum requirement to promote regular and substantive interaction, an

online course will commonly include discussion forums as collaborative learning assignments. In an 8-week online course, it is common for the course to include two (2) or three (3) graded discussions.

Well-designed discussion forums and collaborative learning assignments effectively support learning, foster critical thinking, and give a human touch to the online classroom. Beyond a well-designed assignment or activity, an active faculty member can foster transformative learning experiences and drive student retention.⁵⁹

Depending on the nature of the discussion forum prompt, the elements a professor evaluates will show up differently in scoring and feedback. For example, suppose an assigned discussion forum invites a range of opinions about a course topic. In that case, the instructor may be most concerned with evaluating the level of engagement, clarity of communication, and quality of argumentation students exhibit in their posts. In other discussion assignments, the instructor might be more focused on evaluating the quality of each student's comprehension, analysis, evaluation, and synthesis of the course readings.

For this reason, students and instructors will be helped by a rubric tailored to each discussion assignment. Although each instructor will use professional judgment when evaluating students' work, the rubric is helpful guidance that enables students to formulate quality posts in alignment with specific criteria. The rubric is also beneficial in relating assignments to course learning outcomes and assessing students' proficiency.

In addition to using a rubric to assess students' discussion assignments, instructors should provide written feedback to help students understand the strengths and weaknesses of their work and how to improve on future assignments. Once again, substantive feedback on discussion assignments promotes student success and reinforces a sense of the instructor's presence within the online course. Like other written assignments, feedback should be meaningful, constructive, timely, specific, actionable, and cordial.

4.3.5.3 Formal Written Assignments

Aside from written discussion assignments, online courses often include more formal writing assignments such as reviews, essays, or research papers. Each written assignment should have an accompanying rubric. The rubric forecasts to students the general framework within which the instructor will evaluate and score their work. It also prevents an instructor's "pet peeves" from being unduly determinative in a student's grade on more significant assignments such as research papers.

Since writing assignments such as research papers are often due in the last week or two of a class (especially during the 8-week subterms), they often showcase the cumulative knowledge, skills, and abilities students have developed throughout the course. The assignment's focus and the instructor's evaluation should involve the course learning outcomes directly or indirectly. Therefore, in addition to faculty evaluating each student's ability to produce work following relevant formatting conventions, instructors should use professional judgment about how much

⁵⁹ <https://elearningindustry.com/reasons-why-students-fail-study-online>

time the instructor should devote to marking up errors with formatting and grammar in students' written work.

- Some instructors prefer to use mark-up features within the LMS to insert corrections and comments into each student's assignment file.
- Other instructors prefer to download the file and use the MS Word or Adobe markup and review features to correct and comment on students' work. These external programs offer a more robust set of markup tools than the LMS, but they require several extra steps of downloading, saving, then uploading the file back into the LMS.

Whatever the markup tools and method an instructor uses, the instructor should score the written assignment using the rubric and provide substantive, summative feedback to each student. Some instructors will prefer to write a few sentences of feedback to the student; others will prefer to record a short video message using the tools in the LMS. In either case, the instructor should adopt the tone of an encouraging coach – unafraid to identify areas of improvement while remaining committed to, and focused on, helping the student improve and achieve success.

4.3.5.4 The Problem of Plagiarism

The LMS includes tools that assist instructors in deterring and detecting plagiarism. This is essential to upholding the KYSU Online's policies and safeguarding the quality and results of the school's degree programs. Even so, the use of plagiarism detection software alone is not enough. Instructors in online courses have an active, and perhaps more influential, role in promoting a culture of academic integrity among the students.

When instructors introduce writing assignments in their weekly announcements or other communication with students, they should remind students that all their work will be scanned for plagiarism. This allows students to contact the instructor to discuss strategies for engaging secondary sources and citing them in a way that avoids plagiarism. Instructors might find that performance anxiety, inexperience, or cross-cultural differences can influence students' research and engagement with sources. By reminding students to be vigilant in avoiding plagiarism, the instructor invites opportunities for academic engagement with students.

Instructors know that the results of automated plagiarism detection software in the LMS are not definitive. The software's scores and reports require an instructor's interpretation and professional judgment. For example, it is not uncommon for these platforms to return a score above 30% on the average paper; every correctly formatted and cited quotation of a source will be flagged, contributing to the overall plagiarism score returned for the file. Instructors should carefully evaluate these results. Should further action be required, based on the instructor's professional judgment about the plagiarism detection report, the instructor should consult with their supervisor to navigate the relevant Academic Conduct policies and procedures.

The bottom line is that online instructors can help deter plagiarism by reminding students of the expectations and that their work will be scanned by software.

See the document, *KYSU Online Academic Code of Conduct*, and the document, *KYSU Online Policy on the Use of Artificial Intelligence (AI)*, for more information.

4.3.6 Facilitating Discussion

Online faculty will participate in discussion assignments by actively interacting with the students and content. This should take several forms for optimal effect, including responding in the forum

Commented [JM74]: We need to revisit which platform is selected.

to specific student posts, pointing out strong arguments, tactfully correcting incorrect information, asking follow-up questions to promote conversation, and perhaps pointing students to additional resources on the given subject, such as embedding a video link, journal article, blog, etc.

Regarding regular and substantive interaction (RSI), faculty are encouraged to comment two (2) to three (3) times in each graded discussion forum and collaborative learning assignment. These comments can be concise or more expansive but should be instructional. Such comments could highlight thoughts from students' posts that are especially strong in content or reasoning. Additionally, they could spur the discussion deeper or redirect it as needed. It is recommended that the instructor not always respond to the same students, which can create perceptions of an inequitable classroom atmosphere.

At the end of each week, when there is such an activity, faculty are encouraged to post a summary within the forum to the class, providing feedback on themes they observed in the students' posts, strengths and weaknesses, redirection, and corrections where the discussion may have drifted. This is yet another teaching moment to stress the objectives of the assignment.

Faculty-to-student feedback related to grades for discussion forums/collaborative learning should be private in the LMS gradebook, not placed in the forum itself.

Additionally, instructors might decide to host a voluntary, synchronous video meeting with students using a platform like Microsoft Teams or Zoom. See *4.3.4 Instructional Presentations*.

4.3.7 Responding to Student Communication

Due to the often-accelerated nature of online education, timeliness in all online-related communications is one of the most critical factors for faculty engagement and student success. To ensure that students have timely responses to inquiries, instructors should respond to student emails, phone calls, or other modes of communication within twenty-four (24) hours ideally, but no later than forty-eight (48) hours. Written communications to students should be cordial, address the student by name, be well-written and thorough, and should answer content-related questions.

Internal communications between faculty and administration regarding urgent online matters require timely responses to triage and mitigate specific issues. When such an issue is flagged as urgent (which should be somewhat rare), please respond to applicable communication as soon as possible.

4.3.8 Appointments with Students (Virtual Office Hours)

KYSU Online does not require that online faculty hold virtual office hours, but instructors can choose to offer this to their students. Due to the nature of online learning and the unique needs of online students, faculty are expected to schedule online appointments with students who request to one. Although KYSU Online does not require a minimum number of virtual office hours each week, instructors should invite students to schedule synchronous communication such as phone calls or video conferences when needed (on platforms like Microsoft Teams or Zoom).⁶⁰ The

Commented [JM75]: We should revisit this to ensure that faculty are coached on how to set up their email and Canvas so that their messages with students are routing as preferred.

⁶⁰ "Since instruction by distance education technologies does not allow for the same degree of interaction between students and teacher that is possible in a traditional classroom setting, provision should be made

instructor should be reasonably available and accommodating to student's meeting requests within a couple of days. Additionally, online faculty should be reasonably flexible to accommodate the schedules of online students, who sometimes prefer meetings outside the regular business hours of 9:00 AM to 5:00 PM.

Commented [JM76]: revise for clarity

Sometimes students inquire about the course content via email, but a response is more effectively communicated in a conversation rather than an email response. Instructors should proactively embrace these opportunities to engage students on a scheduled call. In other cases, instructors should use the scheduled calls to support student success and retention efforts.

4.3.9 Student Success and Retention Efforts

Faculty should intentionally identify and assist struggling students. This is an essential piece of a broader student support infrastructure. To that end, faculty should deploy a consistent range of strategies to help that portion of the student population.

Commented [JM77]: Mike and Deanna are looking into whether Beacon can integrate with the LMS so that referrals can be made from the LMS roster.

Online faculty should contact students who miss assignment due dates. If a student misses an assignment due date or fails to post to the discussion board, instructors should contact them within 48 hours to indicate concern and to offer relevant support. Depending on instructor policies, the communication can encourage the submission of assignments even if there are late penalties and seek ways to work with the student to re-engage with the course.

Instructors should regularly reach out to students below a "C" average in a course throughout the term. This communication can include additional learning resources, i.e., assignment examples, field questions on challenging content, supplemental readings, videos, etc. Additionally, instructors can offer deadline extensions or re-submissions if appropriate.

Instructors will be trained to be well-versed in the specific student support services that will help triage these situations. Instructors are encouraged to discuss these situations with their Faculty Mentors.

Commented [JM78]: Check the syllabus template for rough late policies. revisit and revise.

4.3.10 Monitoring Periods of Inactivity

Students participate in the online course by demonstrating academic engagement with the content. They do this initially by completing a course requirement or assignment or communicating with the instructor about the course content. See Section 4.3.1 – *Establishing the Active Roster* for more details.

Commented [JM79]: Need to confirm the school's status as attendance taking or non-attendance taking.
[https://www.ecfr.gov/current/title-34/part-668/section-668.22#p-668.22\(l\)\(3\)](https://www.ecfr.gov/current/title-34/part-668/section-668.22#p-668.22(l)(3))

After that, students must remain in regular academic engagement with the course to avoid an unsanctioned period of inactivity lasting 21 days. At any point in the course, if a student ~~does not participate~~~~fails by demonstrating to demonstrate~~ academic engagement for 21 ~~consecutive~~ days, ~~that the~~ student should be administratively withdrawn from the course. When a student is administratively withdrawn from a course due to an unsanctioned period of inactivity lasting 21 ~~sequential~~ days, it is to establish the date that the student ceased attendance in the class. Instructors should work with their Faculty Mentor to communicate this status to the Registrar and other administrators on the 22nd day of non-attendance.

Commented [JM80]: [https://www.ecfr.gov/current/title-34/part-668/section-668.22#p-668.22\(l\)\(7\)\(i\)](https://www.ecfr.gov/current/title-34/part-668/section-668.22#p-668.22(l)(7)(i))

Commented [JM81]: This all needs to be reviewed for accuracy.

Commented [JM82R81]: I think this relates to establishing the date of the institution's awareness that the student has ceased attendance. See 34 CFR 668.22(l)(3)(ii)

Commented [JM83R81]: [https://www.ecfr.gov/current/title-34/part-668/section-668.22#p-668.22\(l\)\(3\)\(ii\)](https://www.ecfr.gov/current/title-34/part-668/section-668.22#p-668.22(l)(3)(ii))

for the students to confer personally with the teacher at designated times”
(<https://www.aaup.org/report/statement-online-and-distance-education>).

See also the *KYSU Online Course Attendance Policy*.

4.3.11 Student Support Referrals

Online faculty should be familiar with the various student services available to online students. Information about service offices can be found on the KYSU website. Online faculty can refer students to these resources as relevant for online students to ensure that each student is aware of their access to support.

4.3.11.1 Student Support Services

Student Support Services provides academic, social, and cultural support for students to increase retention, persistence, and graduation of students. Students are encouraged to visit the student support services webpage to explore the available services.

4.3.11.2 Thorobred Learning Center

KYSU Online offers resources to assist students with academic success. Services include academic coaching, online tutoring, and guidance relevant to research and writing. Students are encouraged to visit the Thorobred Learning Center webpage for information about the services offered to online students.

4.3.11.3 Academic Advising Center

The Academic Advising Center (AAC) is designed to inspire and support students in their pursuits to identify and achieve personal, educational, and career goals. Students are encouraged to visit the Academic Advising Center webpage to learn more about the services offered.

4.3.12 Encouraging Participation in the Course Survey

To improve courses and instructional practices over time, instructors must promote the end-of-course surveys and encourage students to participate. The results of these surveys enable sound, data-driven course improvements and edits based on the student experience.

Response rates to student end-of-course surveys are rarely 100% in online courses. For this reason, the instructor must promote the survey during the concluding week of the course. The instructor should also clarify to students that the surveys are anonymous, and the instructor can only access responses once final grades have been posted.

Commented [JM84]: Right now it is the same survey for all modalities. Deanna is checking with the vendor to see whether a customized version could be developed for online.

4.4 Instructor's Actions: After the Course Concludes

The last day of an online course typically occurs on a Friday. Online faculty will remain engaged with several concluding activities.

4.4.1 Finalizing Grades

Instructors must be attentive to the deadlines set by the Registrar for posting final grades. There is typically less time to complete grading and post final grades in online courses than in a residential, semester-based course. This is due to the online subterms, which often occur one after the other throughout the year.

Commented [JM85]: The deadline for final grades might need to match the deadlines for the residential campus. There are logistics with the Registrar processing final grades.

For example, the Fall C subterm might start within a week of the Fall B subterm's conclusion. Students' ability to register for C-term classes might depend on their final grades achieved during the B-term courses. Faculty mentors will coordinate with the registrar and adviser to determine if the final grades of specific students should be prioritized in the roster to prevent any issues in their subsequent academic progress.

Commented [JM86R85]: Mike, we should coordinate with Chris and Instructional Designers in view of the 3-day turnaround held by the Registrar. Loading the labor intensive assignments into week 7 rather than 8 should be encouraged with the SMEs whenever possible.

Commented [JM87]: Note that the terminology for online Sub-terms in this section might need to be adjusted based on the KSU preferences.

Despite this compressed timeline for final grades in online education, instructors should allocate sufficient time to provide quality substantive feedback on the final assignments in the course. Instructors should coordinate with their Faculty Mentor and the Registrar to determine procedures for granting extensions to students, requesting grading extensions for online faculty, or posting a grade of Incomplete. [To qualify for an Incomplete, students must have completed at least 70% of the coursework at the time of the request and be able to document justification for requesting the Incomplete grade.](#)

4.4.2 Concluding Announcement

After posting final grades, the instructor should post a concluding announcement in the LMS on the course landing page. Students will retain access to the course for a period after the end date, and this announcement signals that their work has been graded, their final grades have been posted, and that the instructor has concluded instructional activities apart from any special arrangements with students regarding extensions or Incomplete grades.

The concluding announcement is not simply an administrative close to the course; it enhances the student experience at the school. One of the most rewarding aspects of higher education is the opportunity to have some impact on a student. Students often take a moment to thank an instructor after a course or on an end-of-course survey. Likewise, instructors should use the concluding announcement to express appreciation for the students and gratitude for their efforts in the class.

In summary, the concluding announcement should express farewell to the students while notifying them that grades are finalized.

4.4.3 Reviewing Course Surveys

After final grades are posted, the student end-of-course surveys will be available to the instructor. Instructors can access the results within the LMS.

The surveys will help instructors assess the strengths and weaknesses of the course. Survey responses related to the course design, assignments, learning materials, and other aspects of the course are most relevant to the faculty member serving as the SME. Nevertheless, the instructor's perceptions of those responses will provide valuable context when online faculty collaborate about adjustments to the course for future terms.

Survey responses relating to the instructor's performance will facilitate instructional improvement and reinforce existing strengths. Faculty Mentors will consider these surveys when conducting performance evaluations of online faculty.

4.4.4 Tracking Incompletes

Whenever a final "Incomplete" grade is assigned, the instructor must work with their Faculty Mentor, the Registrar, and the student to determine the deadline for the student's outstanding assignments. The instructor must communicate with the student and monitor assignment submissions in the course LMS. The instructor must post a final grade for the student on the date arranged with the Registrar.

See the document, *KYSU Online Standards of Instruction*, for more information.

Commented [JM88]: Coordinate tracking between RO and Online Ed office. Faculty Mentors drive the follow up process with Faculty.

