

# **BOARD OF REGENTS**

*for*

## **KENTUCKY STATE UNIVERSITY**

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### **Special Meeting of the Board of Regents**

Monday, April 16, 2018

1:00 p.m.

Kentucky State University  
Julian M. Carroll Academic Services Building  
Board of Regents Room – 2nd Floor

# KENTUCKY STATE UNIVERSITY

## Board of Regents

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Regent Elaine Farris (2020)  
***Chair***

Regent Dalton Jantzen (2022)  
***Vice Chair***

Regent Ron Banks (2023)

Regent Mindy Barfield (2021)

Regent Karen Bearden (2019)

Regent Onaje Cunningham (2018)

Regent Derrick Gilmore (2019)

Regent Paul Harnice (2022)

Regent Elgie McFayden, Jr. (2019)

Regent Syamala H.K. Reddy (2021)

Regent Roger Reynolds (2018)

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M. Christopher Brown II, Ph.D.  
*Secretary to the Board of Regents*

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

**Monday, April 16, 2018  
1:00 p.m.**

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

## **AGENDA**

1. **Call to Order** Regent Elaine Farris, Chair
2. **Roll Call** Dr. M. Christopher Brown II, Secretary
3. **Adoption of the Agenda** Regent Elaine Farris
4. **Opening Remarks** President M. Christopher Brown II
5. **Approval of Minutes** Regent Elaine Farris
  - A. *Minutes of the March 1, 2018,  
Executive Committee Meeting of the Board of Regents*
  - B. *Minutes of the March 1, 2018,  
Regular Meeting of the Board of Regents*
6. **Committee Areas**
  - A. Academic Affairs Regent Dalton Jantzen
    1. *Action Items*
      - a. *Approval of Mission Statement*
      - b. *Approval to Continue Associate Degree in Nursing Program*
      - c. *Approval of Honorary Degree Candidate*
  - B. Finance and Administration Regent Mindy Barfield
    1. *Informational Item*
      - a. *Dining/Catering Services*
    2. *Action Items*
      - a. *Approval of Tuition Rates for Summer 2018*
      - b. *Approval of Hunter Hall and The Halls Renovation Project*
      - c. *Approval of Tuition Rates for Montgomery GI Bill Federal Tuition Assistance*
  - C. Governance Regent Paul Harnice
    1. *Action Items*
      - a. *Approval of Board Self-Evaluation Process*
      - b. *Approval of Presidential Evaluation Process*

D. Legal

Attorney Lisa Lang, General Counsel

1. *Action Items*

- a. Approval of Contract for FY 2018 Auditor*
- b. Approval of CampusLabs Contract*
- c. Approval of Contracts Related to Ellucian/Banner*

7. **Closed Session**

Regent Elaine Farris

A. Pending Litigation (KRS 61.810 (1)(c))

B. Individual Personnel Matters (KRS 61.810 (1)(f))

8. **Approval of Legal Settlement(s)**

Regent Elaine Farris

9. **Personnel Action(s)**

Regent Elaine Farris

10. **Closing Remarks**

Regent Elaine Farris

11. **Adjournment**

Regent Elaine Farris

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**Kentucky State University Board of Regents**

**2018 Quarterly Meeting Dates**

**June 7-8, 2018 • September 6-7, 2018 • December 6-7, 2018**

**Held in Julian M. Carroll Academic Services Building, 2<sup>nd</sup> Floor,  
Board of Regents Room (unless otherwise posted)**

**KETUCKY STATE UNIVERSITY**  
**Executive Committee Meeting**  
**12:00 p.m., March 1, 2018**  
**Carl M. Hill Student Center Ballroom**  
**Kentucky State University**  
**Frankfort, Kentucky 40601**  
**Regent Elaine Farris, Presiding**

**MINUTES**

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**I. Call to Order**

Chairperson Elaine Farris, Ed.D. called the meeting to order at 12:01 p.m. and welcomed everyone.

**II. Roll Call**

President M. Christopher Brown II, Ph.D. conducted roll call:

Regent Ron Banks	Present
Regent Mindy Barfield, Esq.	Present
Regent Karen Bearden, Ph.D.	Present
Regent Elaine Farris, Ed.D.	Present
Regent Paul Harnice, Esq.	Present
Regent Dalton Jantzen	Present
Regent Roger Reynolds	Present

Seven Regents were in attendance; a quorum was established.

**III. Adoption of the Agenda**

**MOTION** by Regent Jantzen:

Move the Executive Committee to approve the March 1, 2018, Executive Committee Agenda.

Seconded by Regent Barfield and passed without dissent.

**IV. Legal Update on Kentucky Law and Administrative Policies**

General Counsel Lisa Lang gave an update on the Policies and Procedures Manual.

**V. Legal Update on The Gold Book Review Process**

Deputy General Counsel Shuo Han gave an update on the Gold Book Review Process.

**VI. Discussion of the President's Contract, Section 9.4**

Ms. Lang provided information regarding a proposed addendum to the President's contract. This addendum relates to the President's evaluation timeline and will go before the full Board of Regents.

**VII. Discussion of the President's Evaluation Process**

President Brown gave an update on the process of the President's evaluation.

**VIII. Adjournment**

**MOTION** by Regent Jantzen:

Move the Executive Committee for adjournment at 12:22 p.m.

Seconded by Regent Barfield and passed without dissent.

**KETUCKY STATE UNIVERSITY**  
**Regular Meeting of the Board of Regents**  
**1:00 p.m., March 1, 2018**  
**Carl M. Hill Student Center Ballroom**  
**Kentucky State University**  
**Frankfort, Kentucky 40601**  
**Regent Elaine Farris, Presiding**

**MINUTES**

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**I. Call to Order**

Chairperson Elaine Farris, Ed.D. called the meeting to order at 1:01 p.m. and welcomed everyone.

**II. Roll Call**

President M. Christopher Brown II, Ph.D. conducted roll call:

Regent Ron Banks	Present
Regent Mindy Barfield, Esq.	Present
Regent Karen Bearden, Ph.D.	Present
Regent Onaje Cunningham	Present
Regent Elaine Farris, Ed.D.	Present
Regent Derrick Gilmore	Present
Regent Paul Harnice, Esq.	Present
Regent Dalton Jantzen	Present
Regent Elgie McFayden, Ph.D.	Present
Regent Syamala H. K. Reddy, M.D.	Absent
Regent Roger Reynolds	Present

Ten Regents were in attendance; a quorum was established.

**III. Adoption of the Agenda**

**MOTION** by Regent McFayden:

Move the Board to approve the March 1, 2018, Board of Regents Agenda with the addition of the Executive Committee Report.

Seconded by Regent Reynolds and passed without dissent.

**IV. Opening Remarks**

Chairperson Farris gave her opening remarks.

## **V. Approval of Minutes**

**MOTION** by Regent McFayden:

Move to approve the minutes of the December 7, 2017, Board of Regents meeting.

Seconded by Regent Jantzen and passed without dissent.

## **VI. President's Quarterly Report**

President Brown updated the Board of Regents with his quarterly report.

## **VII. Presentations**

Belle S. Wheelan, Ph.D., President, Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) gave an overview of the SACSCOC process.

Patricia A. Higgins, Ed.D., Chair, Green Ribbon Commission on Academic Prioritization and Budget Alignment provided an update on the Commission's work since December of 2017.

## **VIII. Committee Areas**

### **A. Executive Committee**

Chairperson Farris updated the Board on the Executive Committee Meeting that was held on March 1, 2018 at 12:00 p.m. There were no action items at this meeting.

### **B. Academic Affairs**

#### **1. *Action Items***

- a. Dr. Debbie Thomas, Provost and Vice President for Academic Affairs, presented a Resolution for the conferral of the Spring 2018 Degrees.

**MOTION** by Regent McFayden:

Move the Board to confer the Spring 2018 Degrees.

Seconded by Regent Barfield and passed without dissent.

- b. Dr. Thomas requested approval to award a Posthumous Degree to Julian Bond.

**MOTION** by Regent Banks:



Move the Board to award a Posthumous Degree to Julian Bond.

Seconded by Regent Reynolds and passed without dissent.

- c. President Brown requested to defer the motion to award an Honorary Degree for Doctor of Humane Letters due to lack of sufficient documentation.
- d. Dr. Thomas requested approval of Dr. Kristen E. Broady as a candidate for Tenure and Promotion.

**MOTION** by Regent McFayden:

Move the Board to approve Dr. Kristen E. Broady as candidate for Tenure and Promotion.

Seconded by Regent Bearden and passed without dissent.

## *2. Informational Items*

The Southern Association of Colleges and Schools Commission on Colleges update was passed as the information was covered in Dr. Belle Wheelan's presentation.

## C. Enrollment Management and Brand Identity

### *1. Informational Items*

Justin Mathis, Assistant Vice President for Enrollment Management and Director of Admissions, presented the Spring 2018 Enrollment Management Update. Clara Ross Stamps, Vice President for Enrollment Management and Brand Identity, presented the Quarterly Media and Brand Identity Report and the University Branding Survey Update.

## D. Institutional Advancement and Alumni Relations

### *1. Informational Item*

Sonia Sanders, Assistant Vice President for Public Engagement and Community Outreach, presented the Public Engagement Initiatives Report.

## E. Finance and Administration

### *1. Informational Items*

Kevin Appleton, Senior Vice President for Finance and Administration, presented the Quarterly Financial Status Update, 2018-2020 Budget Forecast, Review of Campus Facilities and Priorities, and Audit updates.

F. Student Engagement and Campus Life

1. *Informational Items*

Dr. Thomas Calhoun, Vice President for Student Engagement and Campus Life, gave an update on Residence Life and the Spring 2018 Campus Life Programs.

G. Governance

1. *Informational Item*

President Brown and General Counsel Lisa Lang gave an update of the Gold Book revisions.

H. Legal

1. *Action Items*

Ms. Lang presented contracts for Board approval.

**MOTION** by Regent Barfield:

Move the Board to approve the Addendum to President Brown's Employment Agreement, the ADT Residential Services Contract, the National IPA Participation Agreement, and the ADP Master Services Agreement.

Seconded by Regent McFayden and passed without dissent.

**VIII. Campus Stakeholder Presentations**

- A. Dantrea Hampton, President of the Faculty Senate, presented the Faculty Senate updates.
- B. Joseph Goodman, President of the Staff Senate, presented the Staff Senate updates.
- C. Regent Onaje Cunningham, President of the Student Government Association, presented the Student Government updates.

**IX. No closed session was held.**

**X. No closing remarks**

**XI. Adjournment**

**MOTION** by Regent McFayden:

Moved the Board for adjournment at 4:45 p.m.

Seconded by Regent Reynolds and passed without dissent.

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# KENTUCKY STATE UNIVERSITY

## Board of Regents

DATE: April 16, 2018  
SUBJECT: Mission Statement  
FROM: Office of the General Counsel  
ACTION ITEM: Yes

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**BACKGROUND:** Kentucky State University is currently undergoing the Southern Association of Colleges and Schools Commission on Colleges' (SACSCOC) reaffirmation process.

**SUMMARY OF PROGRAMS/ACTIVITIES:** Pursuant to SACSCOC's newly adopted Principles of Accreditation: Foundations for Quality Enhancement, Section 2, Standard 2.1, requires that "[t]he institution has a clearly defined, comprehensive, and published mission specific to the institution and appropriate for higher education. The mission addresses teaching and learning and, where applicable, research and public service."

Presently, there are multiple versions of the University's Mission Statement posted in various places and approved at different times without clear implementation. This raises potential concerns as it relates to KSU's impending SACSCOC accreditation review. As such, an edited Mission Statement as approved by both the Executive Committee of the Faculty Senate as well as the Staff Senate is submitted to the Board of Regents for review and approval for clarity and consistency.

**ALIGNMENT WITH STRATEGIC GOALS:** Goal 4—Enhance the Impact of External Relations and Development.

Goal 5—Obtain Maximum Institutional Effectiveness through the Implementation of a Continuous Quality Improvement Process framed within the seven Baldrige Performance Excellence in Education criteria.

**COMMITTEE/PROGRAM ACTION:** N/A



# KENTUCKY STATE UNIVERSITY

## Board of Regents

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: Edited Mission Statement  
Crosswalk in Comparison of Mission Statement Edits

RECOMMENDATION: Approve the edited Mission Statement.

## **Original Mission Statement**

Kentucky State University, building on its legacy of achievement as a historically black, liberal arts, and 1890 Land Grant University, affords access to and prepares a diverse population of traditional and non-traditional students to compete in a multifaceted, ever changing global society by providing student-centered learning while integrating teaching, research and service through high-quality undergraduate and select graduate programs. Kentucky State University is committed to keeping relevant in its legacy of service by proactively engaging the community in partnerships on civic projects driven by the objective of positively impacting the quality of life of the citizens of the commonwealth.

## **Clarified Mission Statement for Board Approval**

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

## CROSSWALK FOR CLARIFIED MISSION STATEMENT

Original Mission Statement from Campus Records	Clarified Mission Statement for Board Approval
<p>Kentucky State University, building on its legacy of achievement as a historically black, liberal arts, and 1890 Land Grant University, <b>affords access to and prepares a diverse population of traditional and non-traditional students</b> to compete in a multifaceted, ever changing global society by providing student-centered learning while integrating teaching, research and service through high-quality undergraduate and select graduate programs. Kentucky State University is committed to keeping relevant in its legacy of service by proactively engaging the community in partnerships on civic projects driven by the objective of positively impacting the quality of life of the citizens of the commonwealth.</p>	<p>Kentucky State University is a <b>public, comprehensive</b>, historically black land-grant university committed to advancing the Commonwealth of Kentucky, enhancing society, and impacting individuals by providing quality teaching with a foundation in liberal studies, scholarly research, and public service to enable productive lives within the diverse global economy.</p>
<p>Kentucky State University, building on its legacy of achievement as a <b>historically black</b>, liberal arts, and 1890 <b>Land Grant University</b>, affords access to and prepares a diverse population of traditional and non-traditional students to compete in a multifaceted, ever changing global society by providing student-centered learning while integrating teaching, research and service through high-quality undergraduate and select graduate programs. Kentucky State University is committed to keeping relevant in its legacy of service by proactively engaging the community in partnerships on civic projects driven by the objective of positively impacting the quality of life of the citizens of the commonwealth.</p>	<p>Kentucky State University is a public, comprehensive, <b>historically black land-grant university</b> committed to advancing the Commonwealth of Kentucky, enhancing society, and impacting individuals by providing quality teaching with a foundation in liberal studies, scholarly research, and public service to enable productive lives within the diverse global economy.</p>

<p>Kentucky State University, building on its legacy of achievement as a historically black, liberal arts, and 1890 Land Grant University, affords access to and prepares a diverse population of traditional and non-traditional students to compete in a multifaceted, ever changing global society by providing student-centered learning while integrating teaching, research and service through high-quality undergraduate and select graduate programs. Kentucky State University is committed to keeping relevant in its legacy of service by proactively engaging the community in partnerships on civic projects driven by the objective of positively impacting the quality of life of the citizens of the <b>commonwealth</b>.</p>	<p>Kentucky State University is a public, comprehensive, historically black land-grant university committed to advancing the <b>Commonwealth of Kentucky</b>, enhancing society, and impacting individuals by providing quality teaching with a foundation in liberal studies, scholarly research, and public service to enable productive lives within the diverse global economy.</p>
<p>Kentucky State University, building on its legacy of achievement as a historically black, <b>liberal arts</b>, and 1890 Land Grant University, affords access to and prepares a diverse population of traditional and non-traditional students to compete in a multifaceted, ever changing global society by providing student-centered learning while integrating teaching, research and service through high-quality undergraduate and select graduate programs. Kentucky State University is committed to keeping relevant in its legacy of service by proactively engaging the community in partnerships on civic projects driven by the objective of positively impacting the quality of life of the citizens of the commonwealth.</p>	<p>Kentucky State University is a public, comprehensive, historically black land-grant university committed to advancing the Commonwealth of Kentucky, enhancing society, and impacting individuals by providing quality teaching with a foundation in <b>liberal studies</b>, scholarly research, and public service to enable productive lives within the diverse global economy.</p>



<p>Kentucky State University, building on its legacy of achievement as a historically black, liberal arts, and 1890 Land Grant University, affords access to and prepares a diverse population of traditional and non-traditional students to compete in a multifaceted, ever changing global society by providing student-centered learning while integrating <b>teaching, research</b> and <b>service</b> through high-quality undergraduate and select graduate programs. Kentucky State University is committed to keeping relevant in its legacy of service by proactively engaging the community in partnerships on civic projects driven by the objective of positively impacting the quality of life of the citizens of the commonwealth.</p>	<p>Kentucky State University is a public, comprehensive, historically black land-grant university committed to advancing the Commonwealth of Kentucky, enhancing society, and impacting individuals by providing quality <b>teaching</b> with a foundation in liberal studies, <b>scholarly research</b>, and <b>public service</b> to enable productive lives within the diverse global economy.</p>
<p>Kentucky State University, building on its legacy of achievement as a historically black, liberal arts, and 1890 Land Grant University, affords access to and prepares a diverse population of traditional and non-traditional students to compete in a multifaceted, <b>ever changing global society</b> by providing student-centered learning while integrating teaching, research and service through high-quality undergraduate and select graduate programs. Kentucky State University is committed to keeping relevant in its legacy of service by proactively engaging the community in partnerships on civic projects driven by the objective of positively impacting the quality of life of the citizens of the commonwealth.</p>	<p>Kentucky State University is a public, comprehensive, historically black land-grant university committed to advancing the Commonwealth of Kentucky, enhancing society, and impacting individuals by providing quality teaching with a foundation in liberal studies, scholarly research, and public service to enable productive lives within the <b>diverse global economy</b>.</p>



# KENTUCKY STATE UNIVERSITY

## Board of Regents

**DATE:** April 16, 2018

**SUBJECT:** Approval to Continue the Associate Degree of Nursing Program

**FROM:** Office of Academic Affairs

**ACTION ITEM:** Yes

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**BACKGROUND:** Kentucky State University's Board of Regents approved the establishment of a traditional enrollment option as a component of the Bachelor of Science in Nursing (BSN) Program on November 7, 2014. When the Board of Regents approved this program option, it did so with the understanding that the BSN program would replace the Associate of Applied Science in Nursing (AAS) Program in Nursing and the School of Nursing would begin a "teach-out" phase.

**SUMMARY OF PROGRAMS/ACTIVITIES:** Due to the continuing demand for this degree program, the School of Nursing is bringing this request before the Kentucky State Board of Regents to continue and grow this degree program.

**ALIGNMENT WITH STRATEGIC GOALS:** Goal 1—Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

Goal 2—Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree Persistence, Career Readiness and Graduation Rates.

**COMMITTEE/PROGRAM ACTION:** N/A

**PROGRAM IMPLICATIONS:** N/A



# KENTUCKY STATE UNIVERSITY

## Board of Regents

**FISCAL IMPLICATIONS:** There would be a negative fiscal impact to Kentucky State University if the Associate of Applied Science in Nursing program were to be eliminated because it would eliminate another program pipeline to the Bachelor of Science in Nursing Program.

**ATTACHMENTS:** N/A

**RECOMMENDATION:** Approve the request to continue offering the Associate of Applied Science in Nursing Program.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

DATE: April 16, 2017  
SUBJECT: Honorary Degree Candidate  
FROM: Office of Academic Affairs  
ACTION ITEM: Yes

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**BACKGROUND:** Dr. Randal Pinkett is the co-founder, chairman and CEO of BCT Partners, a multimillion dollar management, technology and policy consulting firm. BCT Partners works with corporations, government agencies and nonprofit organizations. A graduate of Rutgers University, Oxford University, and MIT, Dr. Pinkett made history as the first African-American to receive a Rhodes Scholarship at Rutgers University.

**SUMMARY OF PROGRAMS/ACTIVITIES:** Awarding of honorary degree at Spring 2018 Commencement Exercises

**ALIGNMENT WITH STRATEGIC GOALS:** Goal 1—Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development

**COMMITTEE/PROGRAM ACTION:** None

**PROGRAM IMPLICATIONS:** None

**FISCAL IMPLICATIONS:** None

**ATTACHMENTS:** Dr. Randal Pinkett's biographical sketch

**RECOMMENDATION:** Approval to award an Honorary Doctorate of Humane Letters to Dr. Randal Pinkett.

### Dr. Randal Pinkett's Biographical Sketch

Dr. Randal Pinkett has established himself as an entrepreneur, speaker, author, scholar and community servant. He is the co-founder, chairman and CEO of BCT Partners, a multimillion dollar management, technology and policy consulting firm based in Newark, NJ. BCT Partners works with corporations, government agencies and nonprofit organizations in the areas of *housing and community development, economic development, human services, government, healthcare and education*. A partial list of BCT's clients includes: Johnson & Johnson, Ford Foundation, Pfizer, the U.S. Department of Housing and Urban Development, Hewlett-Packard, Annie E. Casey Foundation and Microsoft.

Prior to founding BCT Partners, Dr. Pinkett obtained corporate experience as a Member of Technical Staff at General Electric, AT&T Bell Laboratories and Lucent Technologies. A "serial entrepreneur", he also previously launched four socially responsible business ventures. First, Dr. Pinkett co-founded MBS Enterprises, selling compact discs and cassette tapes out of his dormitory in college and using the proceeds to fund high school outreach activities. MBS later evolved into his second venture, MBS Educational Services & Training, a firm committed to providing the highest caliber training and development for emerging and seasoned professionals. MBS's past clients include General Motors, the United Negro College Fund, Exxon, National Action Council for Minorities in Engineering (NACME), Merck & Company, Thurgood Marshall Scholarship Fund, Johnson & Johnson, PNC Bank, Citigroup and Corning Incorporated. Third, Dr. Pinkett co-founded the Inner City Consulting Group, a multi-disciplinary consulting firm that specialized in the unique needs of inner city communities. Fourth, in affiliation with One Economy, Dr. Pinkett co-founded Access One Corporation, with a mission to ensure that affordable housing was equipped for the 21st century by implementing innovative, sustainable, broadband network and telecommunications solutions. BCT Partners represents his fifth and latest business venture, whereas across all five of his companies and to this day, Dr. Pinkett has maintained a relationship as business partners with his close friends and college classmates, Mr. Lawrence Hibbert, BCT's Chief President; Mr. Dallas Grundy, former BCT Chief Operating Officer; and Dr. Jeffrey Robinson, Chair of BCT's Advisory Board and Professor at New York University (NYU).

A sought after public speaker for corporate, youth and community groups, Dr. Pinkett has been featured on nationally televised programs such as *The Today Show*, *Live with Regis and Kelly*, and *CNN*, as well as featured in *Parade* magazine, *The New York Times*, *The Washington Post* and *The Boston Globe*. He was the Season 4 Winner of NBC's hit reality television *The Apprentice* with Donald Trump. He served as an executive with Trump Entertainment Resorts in Atlantic City, NJ, where he was responsible for overseeing both renovation and information technology projects. He has re-appeared on *The Apprentice* as a boardroom advisor and is a regular segment host for CEO EXCHANGE on PBS. He is a Leadership New Jersey (LNJ) Fellow, a Next Generation Leadership (NGL) Fellow of the Rockefeller Foundation, and is a recipient of the National Science Foundation's (NSF) Graduate Fellowship, Lucent Technologies Cooperative Research Fellowship Program (CRFP), University of Oxford Graduate Scholarship, National Society of Black Engineers (NSBE) National Member of the Year, Top 20 Scholars by *USA TODAY* newspaper, NCAA

Academic All-American, NCAA Walter Byers Graduate Scholarship, New Jersey Martin Luther King Commemorative Commission Triumph Award, and the MIT Rev. Dr. Martin Luther King, Jr. Leadership Award, from among a host of other recognitions and accolades. He is a proud brand ambassador for Verizon Communications, Outback Steakhouse, and the Miller Urban Entrepreneurs Series.

Dr. Pinkett holds five academic degrees including the following: Bachelor of Science (B.S.) in Electrical Engineering from Rutgers University in New Brunswick, NJ, that he completed with a 3.9 GPA while serving as President of MEET, the Rutgers Chapter of the National Society of Black Engineers (NSBE) and Captain of the Rutgers University Varsity Men's Track and Field team competing as a high jumper and long jumper; Master of Science (M.Sc.) in Computer Science from Oxford University, England as a Rhodes Scholar; Master of Science (S.M.) in Electrical Engineering from the MIT School of Engineering and Master of Business Administration (M.B.A.) from the MIT Sloan School of Management as a participant in the MIT Leaders for Global Operations (LGO) Program; and Doctor of Philosophy (Ph.D.) from the MIT Media Laboratory. Most notably, Dr. Pinkett made history as the first African-American ever to receive a Rhodes Scholarship at Rutgers University.

A published writer and academic scholar, Dr. Pinkett's first book, *Campus CEO: The Student Entrepreneur's Guide to Launching a Multimillion-Dollar Business*, was released in February 2007. That same year he also released the audio book, *The No-Money Down CEO: How to Start Your Dream Business with Little or No Cash*. In addition to more than 20 papers and articles Dr. Pinkett has authored chapters in five books including: *Managing IT/Community Partnerships in the 21st Century*; *Journey to the Ph.D.: How to Navigate the Process as African-Americans*; *Community Practice in the Network Society: Local Action/Global Interaction*; *The Network Society: A Cross-cultural Perspective*; and *Universal Usability: Designing Computer Interfaces for Diverse User Populations*. His master's thesis at the University of Oxford was entitled, "Hardware/Software Co-Design and Digital Speech Processing". His master's thesis at MIT was entitled, "Product Development Process Modeling and Analysis of Digital Wireless Telephones." His doctoral dissertation at MIT was entitled, "Creating Community Connections: Sociocultural Constructionism and an Asset-Based Approach to Community Technology and Community Building in a Low-Income Community." Lastly, he is currently co-authoring a book with his Rutgers roommate and business partner, Dr. Jeffrey Robinson, tentatively entitled, *Black Faces in White Places*, which chronicles their experiences as African Americans who have successfully navigated predominantly white institutions.

Dr. Pinkett maintains an active involvement in community service. He is a proud member of Alpha Phi Alpha Fraternity Incorporated, the Information Technology Senior Management Forum (ITSMF), and the National Society of Black Engineers (NSBE). He is a national spokesperson for Autism Speaks, the National Black MBA Association (Gold Key Access events), New Jersey Reads ("Change a Life Through Literacy" campaign) and Junior Achievement of New York (Groundhog Job Shadow Day program). BCT Partners does considerable work with community-based organizations; his doctoral dissertation at MIT examined the role of high technology in improving the quality of life

for low-income residents. He is also a member of the Board of Directors for the New Jersey Public Policy Research Institute (NJPPRI), the Nonprofit Technology Enterprise Network (N-TEN) and the Institute for Innovation in Government Technology (IIGT) and a member of the Board of Advisors for the Community Technology Centers' Network (CTCNet).

Born in Philadelphia, PA, as the son of the Late Leslie Pinkett and Elizabeth Pinkett, and raised in East Windsor, NJ, along with his brother, Dan, a manager at Prudential Insurance Company, he currently resides in New Jersey, where he is happily married to Zahara Wadud-Pinkett, a Senior Alumni Relations Officer at Rutgers, The State University of New Jersey. They are both proud parents of their daughter and two sons. Dr. Pinkett is an active member of First Baptist Church of Lincoln Gardens in New Jersey, and firmly believes that "for those to whom much is given, much is expected."



# KENTUCKY STATE UNIVERSITY

## Board of Regents

DATE: April 16, 2017  
SUBJECT: Tuition Rates for Summer 2018  
FROM: Office of Finance and Administration  
ACTION ITEM: Yes

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**BACKGROUND:** Kentucky State University's summer program has not been aggressively marketed or strategically driven over the last several years. By reducing tuition to a flat rate of \$125 per credit hour, for both resident and non-resident students, the University can reduce financial barriers for students that need to earn additional credit hours to progress toward graduation.

**SUMMARY OF PROGRAMS/ACTIVITIES:** New summer tuition rates will be marketed to graduating seniors and to students that have not attained 30 credit hours in their first academic year, 60 hours in their first two academic years, or 90 hours in their first three academic years.

**ALIGNMENT WITH STRATEGIC GOALS:** Goal 1—Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development. Revising summer tuition rates is part of an overall strategy to increase the University's summer enrollment.

Goal 2—Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree Persistence, Career Readiness and Graduation Rates. Revised rates reduce financial barriers for students that need additional courses to stay on a four year graduation path.

**COMMITTEE/PROGRAM ACTION:** N/A

**PROGRAM IMPLICATIONS:** N/A





# KENTUCKY STATE UNIVERSITY

## Board of Regents

**FISCAL IMPLICATIONS:** To maintain a sustainable cost structure, summer sections of courses at the recommended tuition rates will have a minimum of 10 students. Exceptions will be made in the case of graduating seniors and other special circumstances.

**ATTACHMENTS:** N/A

**RECOMMENDATION:** Action be taken to approve a tuition rate for the summer of 2018 of \$125 per credit hour for both resident and non-resident students.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

DATE: April 16, 2017

SUBJECT: Hunter Hall and The Halls Renovation Project

FROM: Office of Finance and Administration

ACTION ITEM: Yes

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**BACKGROUND:** The Hunter Hall renovation project is designed to transition Hunter Hall from a residence hall to an office building to be occupied by the Kentucky State University Land Grant Program. Federal funds of \$1,900,000 are available from the USDA to renovate and transition the space to fit the needs of the program.

The Halls is a 319 bed residence hall that has been closed since 2013. Original estimates for a renovation of this building were approximately \$6 million and determined to not be financially feasible. However, that renovation cost assumed gutting the building and reconfiguring it extensively. A recent evaluation involving University staff and Kentucky Finance and Administration Cabinet staff indicates that the building can be brought back on line for less than \$900,000.

**SUMMARY OF PROGRAMS/ACTIVITIES:** The Hunter Hall project is currently in a design phase which will determine the final scope of the project and how the building can be repurposed within the total budget. Design and renovation are expected to take approximately 2 years. Finance and Administration Cabinet staff handle design team selection, bidding and procurement, and contract administration for this project as the scope exceeds \$40,000.

The Halls renovation project is currently in an evaluation phase with the Finance and Administration Cabinet. The project consists of:

- Mold remediation
- Mechanical review and repair – primarily focused on air handling units in each room
- Cleaning and repair of soffits, bathrooms, etc.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

Remediation, cleaning and repairs to the building are expected to take between 2 to 4 months with the intent of having the building ready to occupy by July 1. Finance and Administration Cabinet staff handle design team selection, bidding and procurement, and contract administration for this project as the scope exceeds \$40,000.

### ALIGNMENT WITH STRATEGIC GOALS:

#### Hunter Hall Renovation:

Goal 3—Increase the University's Financial Strength and Operational Efficiency. The Land Grant Program is a foundational program for Kentucky State University and this project, along with the Atwood Building renovation project (currently underway) will provide sufficient operating space for the program for the foreseeable future.

#### Renovation of The Halls:

Goal 1—Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development. Renovating The Halls will provide an additional 319 beds for student for the upcoming academic year. This will alleviate overcrowding and any need to provide temporary housing for students. It will also increase capacity for the University's summer program, providing excess summer capacity which will allow other residence halls to be taken off line for cleaning, and renovation and repair.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

**FISCAL IMPLICATIONS:** The Hunter Hall renovation is funded completely with Federal Funds. There is no university match requirement. The total project budget is \$1,900,000.

The Halls renovation is funded with university funds. It will be funded from the university's fund balance but will be repaid from auxiliary revenues. At full occupancy at current housing rates, The Halls will generate approximately \$1,000,000 per year in housing revenues.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

**ATTACHMENTS:** N/A

**RECOMMENDATION:** Approve the following capital construction projects:

- Hunter Hall Renovation - \$1,900,000 budget from federal funds.
- The Halls Renovation - \$900,000 budget from university fund balance (to be repaid from auxiliary revenues).



# KENTUCKY STATE UNIVERSITY

## Board of Regents

DATE: April 16, 2018

SUBJECT: Tuition Rates for Montgomery GI Bill Federal Tuition Assistance

FROM: Office of Finance and Administration

ACTION ITEM: Yes

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**BACKGROUND:** The University seeks to honor active duty military service members in all branches and including Active Guard and Reserve (AGR) and Guard and Reserve members called to Active Duty, by extending to them an alternate tuition rate equal to the maximum benefit provided to them under the Department of Defense's Military Tuition Assistance Program. For 2018, the program will pay \$250 per credit hour at participating institutions.

Students would remain responsible for other fees.

**SUMMARY OF PROGRAMS/ACTIVITIES:** A memorandum of understanding will be executed with the Department of Defense for Kentucky State University to participate in the Department of Defense Tuition Assistance Program.

**ALIGNMENT WITH STRATEGIC GOALS:** Goal 1—Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development. Adopting this tuition adjustment will improve recruitment efforts and allow the University's student to take full advantage of the Department of Defense Tuition Assistance Program.

**COMMITTEE/PROGRAM ACTION:** N/A

**PROGRAM IMPLICATIONS:** N/A



# KENTUCKY STATE UNIVERSITY

## Board of Regents

**FISCAL IMPLICATIONS:** Overall fiscal impact of the program will be positive as it provides a funding source for additional students.

**ATTACHMENTS:** N/A

**RECOMMENDATION:** Approve an alternate tuition rate for active duty military service members in all branches and including Active Guard and Reserve (AGR) and Guard and Reserve members called to Active Duty equal to the maximum benefit provided to them under the Department of Defense's Military Tuition Assistance Program.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

DATE: April 16, 2018  
SUBJECT: Board Self-Evaluation Process  
FROM: Office of the General Counsel  
ACTION ITEM: Yes

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**BACKGROUND:** Kentucky State University is currently undergoing the Southern Association of Colleges and Schools Commission on Colleges' (SACSCOC) reaffirmation process.

**SUMMARY OF PROGRAMS/ACTIVITIES:** SACSCOC's newly adopted Principles of Accreditation: Foundations for Quality Enhancement, Section 4, Standard 4.2.g., requires a University's "Governing Board defines and regularly evaluates its responsibilities and expectations."

In addition, The Gold Book: Bylaws of the Kentucky State University Board of Regents, Article III, Section 3.8, requires the Board to, "annually, at its retreat, develop goals and objectives for the upcoming year and evaluate its performance from the previous year."

As such, the Board self-evaluation process is attached for review and approval.

**ALIGNMENT WITH STRATEGIC GOALS:** Goal 3—Increase the University's Financial Strength and Operational Efficiency.

Goal 5—Obtain Maximum Institutional Effectiveness through the Implementation of a Continuous Quality Improvement Process framed within the seven Baldrige Performance Excellence in Education criteria.

**COMMITTEE/PROGRAM ACTION:** N/A

**PROGRAM IMPLICATIONS:** N/A



# KENTUCKY STATE UNIVERSITY

## Board of Regents

**FISCAL IMPLICATIONS:** N/A

**ATTACHMENTS:** KSU Board of Regent's Self-Evaluation Process

**RECOMMENDATION:** Approve the Board of Regents' Self-Evaluation Process.





**MEMORANDUM**

TO: Board of Regents

CC: President M. Christopher Brown II, Ph.D.

FROM: Lisa K. Lang, General Counsel  
Kentucky State University

DATE: April 8, 2018

SUBJECT: Board Self-Evaluation: Fiduciary Duty and Conflict of Interest

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The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) is the regional body for the accreditation of degree-granting higher education institutions in the Southern states. The Commission's mission is to enhance the quality of education throughout the region and to improve institutional effectiveness by enforcing standards established by the higher education community.

Kentucky State University (KSU) is one of many SACSCOC accredited institutions. SACSCOC also monitors, evaluates, and accredits educational institutions in the states of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia, Latin America, and other international sites. As a SACSCOC accredited institution, KSU has demonstrated that "that the institution has (1) a mission appropriate to higher education, (2) resources, programs, and services sufficient to accomplish and sustain its mission, (3) clearly specified educational objectives that are consistent with its mission and appropriate to the degrees it offers, and that it is (4) successful in assessing its achievement of these objectives and demonstrating improvements." See <http://www.sacscoc.org/FAQsanswers.asp>

KSU is now seeking reaffirmation of its SACSCOC accreditation. During this reaffirmation process, The SACSCOC Board of Trustees will evaluate KSU and will make its accreditation decision based on *The Principles of Accreditation: Foundations for Quality Enhancement* (Sixth Edition) adopted by the College Delegate Assembly in December 2017 ("*Principles of Accreditation*").

See <http://www.sacscoc.org/pdf/2018PrinciplesOfAccreditation.pdf>.

Not only should all Regents serving on the Kentucky State University Board of Regents be familiar with the SACSCOC principles for governance, they should also understand what these principles mean and how these principles are applied. To assist with this understanding, SACSCOC has prepared a resource manual called *Resource Manual for The Principles of Accreditation: Foundations for Quality Enhancement* (Third Edition) ("*Resource Manual*"). See <http://www.sacscoc.org/pdf/2018%20POA%20Resource%20Manual.pdf>.

As KSU and the Kentucky State Board of Regents prepare for reaffirmation, the Kentucky State University Board of Regents should review *The Principles of Accreditation* as well as the *Resource Manual* in preparation for the Board's 2018 self-evaluation.

### **SACSCOC GOVERNANCE PRINCIPLES<sup>1</sup>**

The newly revised *Principles of Accreditation* now mandates that governing boards define and regularly evaluate its responsibilities and expectations. The Comprehensive Standard set forth in Section 4 of the *Principles of Accreditation* is of particular importance to a governing board because it relates to governance:

The institution's governing board holds in trust the fundamental autonomy and ultimate well-being of the institution. As the corporate body, the board ensures both the presence of viable leadership and strong financial resources to fulfill the institutional mission. Integral to strong governance is the absence of undue influence from external sources.

1. The institution has a governing board of at least five members that:

(a) is the legal body with specific authority over the institution.

(b) **exercises fiduciary oversight of the institution.**

(c) ensures that both the presiding officer of the board and a majority of other **voting members of the board are free of any contractual, employment, personal, or familial financial interest in the institution.**

(d) is not controlled by a minority of board members or by organizations or institutions separate from it.

(e) is not presided over by the chief executive officer of the institution. (Governing board characteristics) [CR]

2. The governing board

(a) ensures the regular review of the institution's mission. (Mission review)

(b) ensures a clear and appropriate distinction between the policymaking function of the board and the responsibility of the administration and faculty to administer and implement policy. (Board/administrative distinction)

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<sup>1</sup> *The Principles of Accreditation: Foundations for Quality Enhancement* (Sixth Edition), p. 13 (emphasis added). See <http://www.sacscoc.org/pdf/2018PrinciplesOfAccreditation.pdf>.

(c) selects and regularly evaluates the institution's chief executive officer. (CEO evaluation/selection)

**(d) defines and addresses potential conflict of interest for its members. (Conflict of interest)**

(e) has appropriate and fair processes for the dismissal of a board member. (Board dismissal)

(f) protects the institution from undue influence by external persons or bodies. (External influence)

(g) defines and regularly evaluates its responsibilities and expectations. (Board self-evaluation)

3. If an institution's governing board does not retain sole legal authority and operating control in a multiple-level governance system, then the institution clearly defines that authority and control for the following areas within its governance structure:

(a) institution's mission,

(b) fiscal stability of the institution, and

(c) institutional policy. (Multi-level governance)

While the *Principles of Accreditation* and the *Resource Handbook* will be helpful in guiding the Board in its self-evaluation process, the Board may also find the following additional resources helpful when defining and evaluating "fiduciary duty" and "conflict of interest":

*The Gold Book: Bylaws of the Kentucky State University*, ("The Gold Book").

<http://kysu.edu/wp-content/uploads/2015/02/Board-By-Laws-Final-Approved-by-BOR-January-23-2015.pdf>

*Kentucky State University Ethical Principles and Code of Conduct*, ("Ethical Principles").

[http://kysu.edu/wp-content/uploads/2013/10/Ethics\\_Code\\_for\\_KSU.pdf](http://kysu.edu/wp-content/uploads/2013/10/Ethics_Code_for_KSU.pdf)

*AGB's Board of Director's Statement on Fiduciary Duties of Governing Board Members.*

[https://www.agb.org/sites/default/files/u27174/statement\\_2015\\_fiduciary\\_duties.pdf](https://www.agb.org/sites/default/files/u27174/statement_2015_fiduciary_duties.pdf)

*AGB's Board of Director's Statement on Conflict of Interest.*

[https://www.agb.org/sites/default/files/agbstements/statement\\_2013\\_conflict\\_of\\_interest.pdf](https://www.agb.org/sites/default/files/agbstements/statement_2013_conflict_of_interest.pdf)

## **GUIDANCE RELATING TO GOVERNANCE PRINCIPLES –**

### **Fiduciary Duty**

**SECTION 4(1)(b): The institution has a governing board of at least five members that exercises fiduciary oversight of the institution.**

SACSCOC does not define “fiduciary” in *The Principles of Accreditation* nor does it provide a definition in its *Resource Manual*. In order to understand what “fiduciary” means, boards for institutions of higher education frequently look to The Association of Governing Boards of Universities and Colleges (AGB) for guidance.

In 2015, the AGB’s Board of Directors issued a statement on the fiduciary duties of governing board members. In that statement, the AGB included the following guidance<sup>2</sup>:

- “Under state statutory and common law, officers and board members of corporations (including nonprofit corporations and public bodies that operate colleges and universities) are fiduciaries and must act in accordance with the fiduciary duties of care, loyalty, and obedience.”
- “A fiduciary is someone who has special responsibilities in connection with the administration, investment, monitoring, and distribution of property—in this case, the charitable or public assets of the institution. These assets include not just the buildings and grounds and endowment, but also intangibles, such as the reputation of the institution and its role in the community.”
- “Fiduciary duties will apply by law even if an institution does nothing more to implement them, but governance is improved when board members and presidents share a mutual understanding of the standards that define the fiduciary role, including the balancing of interests necessary to carry out the institution’s mission and strategic priorities.”

With that statement, the AGB Board of Directors also issued a list of core principles. These core principles have been set forth below and will be helpful in guiding board members in the execution of their duties.

### **CORE PRINCIPLES FOR EFFECTIVE BOARD CONDUCT AS FIDUCIARIES**

#### **1. FULFILL THE FIDUCIARY DUTY OF CARE BY:**

- Acting at all times in good-faith and with the appropriate diligence, care, and skill required under the circumstances.

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<sup>2</sup> AGB’s Board of Director’s State on Fiduciary Duties of Governing Board Members. [https://www.agb.org/sites/default/files/u27174/statement\\_2015\\_fiduciary\\_duties.pdf](https://www.agb.org/sites/default/files/u27174/statement_2015_fiduciary_duties.pdf)

- Acting in a manner reasonably believed to be in the best interests of the institution.
- Actively attending and participating in all board and committee meetings, reading and evaluating the materials presented, and asking questions about unexplained results and unfamiliar issues.
- Retiring from board service (or declining nominations) if one is no longer able to satisfy the time, effort, and attendance expectations for the institution's governing body members.
- Relying, when appropriate, on experts who serve the board by evaluating complex matters, while questioning their reports when their advice is inconsistent with expectations.

## 2. FULFILL THE FIDUCIARY DUTY OF LOYALTY BY:

- Faithfully pursuing the interests of the college or university and its charitable or public purposes rather than one's own interests or the interests of another person or organization.
- Actively disclosing existing or potential financial conflicts of interest and dual interests, and recusing oneself from board discussions and votes on transactions or policy matters, in accordance with the institution's conflict-of-interest policy.
- Maintaining complete confidentiality about any matters presented to the governing board at all times, unless otherwise directed by the board and subject to state transparency laws applicable to public institutions.
- Retaining the governing board's independence from external and internal stakeholders in the conduct of its oversight and policy responsibilities.

## 3. FULFILL THE FIDUCIARY DUTY OF OBEDIENCE BY:

- Ensuring that the institution is acting at all times in accordance with its mission and purposes.
- Ensuring that the college or university, in all of its activities, is acting in legal and ethical compliance with the law and applicable internal and external rules.

- Instituting effective internal controls to achieve compliance and to identify and address problems.

While governing boards act as a body, each board member owes the institution a fiduciary duty. Each has a personal responsibility to ensure that he/she is up to the task and fulfills his or her obligations. Effective board members must serve more than in name only. He/she must attend meetings, read and evaluate the materials, ask questions and get answers, honor confidentiality, avoid conflicts of interest, demonstrate loyalty, understand and uphold mission, and ensure legal and ethical compliance.

Those board members who cannot do so, must step down and allow others to take their place. The success and sustainability of the institution and the protection of board members from personal liability require nothing less.

### **Conflict of Interest**

**SECTION 4(2)(d): The governing board defines and addresses potential conflict of interest for its members. (Conflict of interest)**

**SECTION 4(2)(f): The governing board protects the institution from undue influence by external persons or bodies. (External influence)**

Kentucky State University's Board of Regents defines addresses conflict of interest in *The Gold Book*, Article XI, Section 11.2 and further defines it in its *Ethical Principles*.

*The Gold Book*, Article XI, Section 11.2 states as follows regarding Conflict of Interest:

**Section 11.2:** A conflict of interest occurs when any Board member has existing or potential interests that compete or could compete with the interests of the University or any directly affiliated organization, or which impairs or might reasonably impair such Board members' independent, unbiased judgment in the discharge of one's responsibility. Board members shall avoid entering into or maintaining any business or financial interests, transactions, acquisition or sale of property interest which are or may be in conflict with those of the University. Board members shall avoid any personal interest, direct or indirect, in any contract for the purchase of land, buildings, supplies, or services for the University. Board members shall not accept gifts or benefits from any person holding contracts for supplies or services to the University.

The *Ethical Principles* applies to the Board of Regents:

The Kentucky State University Ethical Principles and Code of Conduct are intended to document expectations of responsibility and integrity.

Exemplary ethical conduct is critically important in our relationships with colleagues, Regents, students, volunteers, contractors, and the public. This statement reflects the values of the University approved by the Board of Regents on July 21, 2004. The following core values guide our decisions and behavior.

- Integrity
- Academic excellence and freedom
- Mutual respect and human dignity
- Diversity of thought, culture, gender, and ethnicity
- Personal and institutional responsibility and accountability
- Shared governance
- A sense of community
- Sensitivity to work-life concerns
- Civic responsibility

Each member of the University must endeavor to:

1. promote the best interests of the Kentucky State University
2. foster the Vision, Mission, and Values of the University
3. preserve the public's respect and confidence in the Kentucky State University
4. exhibit personal integrity, honesty, and responsibility in all actions
5. provide an environment of mutual respect, impartiality, and collaboration
6. maintain confidentiality in all matters deemed confidential
7. assure independence of judgment free from conflicting interests
8. ensure that relationships that constitute or could be perceived as conflicts of interest are fully and properly disclosed and University guidelines are followed
9. comply with the policies and procedures of the Kentucky State University and applicable state and federal laws and regulations
10. demonstrate stewardship of University property and resources

It is important to note that all board members are required to disclose all pertinent conflicts. See *The Gold Book*, Article XI, Section 11.4.

KSU's Board of Regents has included a general statement for gauging whether a board member's conflict of interest is permissible in *The Gold Book*, Article XI, Section 11.2.

To the extent that KSU's Board of Regents seeks additional guidance on how to gauge a board member's conflict of interest, the Board may wish to refer to the Statement on Conflict of Interest issued by the Association of Governing Boards of Universities and Colleges.<sup>3</sup>

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<sup>3</sup> Association of Governing Boards of Universities and Colleges's Statement on Conflict of Interest. [https://www.agb.org/sites/default/files/agbstatements/statement\\_2013\\_conflict\\_of\\_interest.pdf](https://www.agb.org/sites/default/files/agbstatements/statement_2013_conflict_of_interest.pdf)

When a conflict of interest exists, Kentucky State University's *Ethical Principles* provides that "removal from further participation in such matters is required" when there is "full disclosure of any real or perceived conflict with personal interests," in conducting or participating in any transaction." p. 4.

While KSU's Board of Regents has not formulated a recusal procedure, it would be reasonable to interpret this statement to mean that the board member with the perceived or actual conflict of interest must remove or recuse himself or herself from conducting or participating in a transaction for which a question has been raised. Should the board member refuse to remove or recuse himself or herself, it would be reasonable to interpret this statement to mean that the full board is required to remove or recuse that board member from conducting or participating in the transaction.

Given the analysis above, Robert's Rules of Order (RONR) would not apply in this situation because KSU has a special rule relating to conflict of interest and recusal. The term "recusal" is not a term used in RONR nor is it generally a term associated with parliamentary procedure. "Recusal" is a legal term. However, RONR does provide that no member can be compelled to refrain from voting simply because a perceived "conflict of interest" with respect to the motion under consideration. If a member has a direct personal or pecuniary (monetary) interest in a motion under consideration not common to other members, the rule in RONR is that he should not vote on such a motion, but even then he or she cannot be compelled to refrain from voting. See RONR (11th ed.), p. 407, ll. 21-31.

It is important to note that RONR are default rules and govern only if there are no contrary provisions in any federal, state, or other law applicable to KSU, or in KSU's bylaws, or in any special rules KSU has adopted.





# KENTUCKY STATE UNIVERSITY

## Board of Regents

DATE: April 16, 2018  
SUBJECT: Presidential Evaluation Process  
FROM: Office of the General Counsel  
ACTION ITEM: Yes

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**BACKGROUND:** Kentucky State University is currently undergoing the Southern Association of Colleges and Schools Commission on Colleges' (SACSCOC) reaffirmation process.

**SUMMARY OF PROGRAMS/ACTIVITIES:** Pursuant to SACSCOC's newly adopted Principles of Accreditation: Foundations for Quality Enhancement, Section 4, Standard 4.2.c, requires that a University's "Governing Board selects and regularly evaluates the institution's chief executive officer."

In addition, The Gold Book: Bylaws of the Kentucky State University Board of Regents, Article II, Section 2(b), requires the Board to "review and evaluate, on an annual basis, the performance of the President of the University according to written objectives, specific and general, developed by the President in conjunction with the Board as presented at the outset of each academic year."

As such, the presidential evaluation questionnaire along with the presidential evaluation process is submitted to the Board of Regents for review and approval.

**ALIGNMENT WITH STRATEGIC GOALS:** Goal 3—Increase the University's Financial Strength and Operational Efficiency.

Goal 5—Obtain Maximum Institutional Effectiveness through the Implementation of a Continuous Quality Improvement Process framed within the seven Baldrige Performance Excellence in Education criteria.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: Presidential Evaluation Procedures

Presidential Evaluation Questionnaire

Presidential Evaluation Timeline

RECOMMENDATION: Approve the Presidential Evaluation Procedures, Presidential Evaluation Questionnaire, and Presidential Evaluation Timeline.

# **PROCEDURES FOR THE EVALUATION OF THE UNIVERSITY PRESIDENT**

## **PURPOSE**

The Kentucky State University Board of Regents shall review the performance of the President on an annual basis. The purpose of such a performance review is to evaluate the progress of the President; to provide the President with an opportunity for constructive input from student, faculty, staff, and other constituencies; to review the President's professional contributions and performance as a "leader" and as an "administrator;" and to provide the President with feedback to improve his or her performance.

## **PROCEDURE**

The Kentucky State Board of Regents shall engage the services of a consultant to coordinate the evaluation process. As part of that process, the consultant shall poll and interview students, faculty, staff, and other constituencies; the consultant shall review and analyze the poll results and the interview results; the consultant shall summarize the consultant's findings; and the consultant shall prepare a final report for the Board of Regents.

### **WRITTEN QUESTIONNAIRES – Students, faculty, and staff**

The Office of Institutional Research shall select student, faculty, and staff at random to serve as evaluators. OIR shall ensure that the evaluators reflect the demographic representation make-up of campus. Once identified, OIR shall notify the evaluators by e-mail of their selection and provide them with the written evaluation instrument. OIR shall inform evaluators that their evaluations shall be anonymous. OIR shall give evaluators two weeks at a minimum to complete and to return written questionnaires to OIR.

OIR shall make an effort to achieve the highest response level possible. OIR shall send up to two rounds of emails to evaluators within this two-week period requesting the return of the written questionnaires. OIR shall forward the written questionnaires directly to the consultant to assemble, process, and analyze.

### **WRITTEN EVALUATIONS- Board of Regents**

The Board of Regents shall complete the Board of Regent evaluation form. Upon completion of the evaluation form, individual board members shall return the form directly to the consultant who shall assemble, process, and analyze.

## **WRITTEN EVALUATION – Presidential Self-Evaluation**

The President shall complete a self-assessment in narrative form. In that narrative, President's narrative shall include data that indicates progress toward the performance metrics as stated in the President's Employment Agreement and shall include written evidence pertaining to the performance factors included in the Board of Regent's Written Evaluation Form (Strategies and Priorities; Leadership; Relationships with Constituencies; Financial Management; Fund-Raising; and Future Positioning).

## **INTERVIEWS – Students, Faculty, Staff, and Constituencies**

The consultant shall conduct on-campus interviews with students, faculty, staff, and constituencies. These interviews shall occur in groups or in small groups at the discretion of the consultant.

## **FINAL REPORT**

The consultant shall review and analyze the information gathered from the written evaluation forms, the Presidential Self-Evaluation, and the in-person interviews. The final report shall include the same headings that were included on the Board of Regent's evaluation form as well as written evidence pertaining to each of those performance factors (Strategies and Priorities; Leadership; Relationships with Constituencies; Financial Management; Fund-Raising; and Future Positioning).

## **PROCESS**

Seven days before the 1<sup>st</sup> Quarterly meeting of the calendar year, the President will submit a written report (self-evaluation) to the Executive Committee of the Kentucky State University Board of Regents. The report shall include: 1. Evidence pertaining to the performance evaluation questions. 2. Narrative of the President's priorities, goals, activities and performance metrics.

At the 1<sup>st</sup> Quarterly meeting of the calendar year, the Executive Committee will meet with the President to discuss and provide constructive feedback on the submitted report.

At the 2<sup>nd</sup> Quarterly meeting of the calendar year, the Executive Committee and the Board will review the performance of the President. The Board, in collaboration with the President, will set the priorities, goals and activities for the subsequent year.

The evaluation report will be signed by Board members when final and a signed copy will be placed in the President's personnel file.

Within thirty days following the 2<sup>nd</sup> Quarterly meeting, the Board will submit a summary of the President's evaluation, goals and objectives for the subsequent year and it will be made public.

# KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

## ANNUAL EVALUATION OF THE PRESIDENT

Board of Regent's Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

The Performance Evaluation links the University's Board of Regent's expectations of the President to actual performance. The principal objective of the evaluation is to assist in identifying the President's strengths and areas for improvement.

### PERFORMANCE EVALUATION RATINGS

5-SA Strongly Agree - Clearly and consistently exceeded many requirements

4-A Agree - Clearly exceeded some, and met all other requirements

3-NS Not Sure - Clearly met all requirements, or balance minor need for improvement in one area with exceptional performance in another

2-D Disagree - Met some requirements, but clearly needs to improve in one or more areas to fully meet requirements

I-SD Strongly Disagree - Clearly needs significant improvement in one or more areas to fully meet requirements

0-NA Not Applicable

### PERFORMANCE FACTORS

### RATING

### COMMENTS/AREAS FOR IMPROVEMENT

### STRATEGY AND PRIORITIES:

1. The President has effectively worked with key constituents to identify the reality Kentucky State University currently faces.

5. Strongly Agree

4. Agree

3. Not Sure

2. Disagree

1. Strongly Disagree

0. Not Applicable

Total: \_\_\_\_\_

**PERFORMANCE FACTORS****RATING****COMMENTS/AREAS FOR IMPROVEMENT**

**2.** The President has built a shared understanding of the reality Kentucky State University faces among constituencies.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**3.** The President has clearly articulated his strategic priorities and the rationale underlying them.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**4.** The President's priorities are the right ones for Kentucky State University today.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**Total:** \_\_\_\_\_

**PERFORMANCE FACTORS****RATING****COMMENTS/AREAS FOR IMPROVEMENT**

5. The President's policies and actions strike an appropriate balance between the short term needs and the long-term interests of the University.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**LEADERSHIP:**

6. The President is creating a learning environment that reinforces Kentucky State University's core values.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

7. The President is effectively leading the organization by executing initiatives and actions associated with his priorities.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**Total:** \_\_\_\_\_

**PERFORMANCE FACTORS****RATING****COMMENTS/AREAS FOR IMPROVEMENT**

8. The President's pace of execution is consistent with the institution's needs and capabilities.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

9. The President has moved appropriately to design an organization (including structure and management systems) that will produce solid strategic and operational execution.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

10. The President is building and developing a management team needed to drive the University's future success.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**Total:** \_\_\_\_\_



**PERFORMANCE FACTORS****RATING****COMMENTS/AREAS FOR IMPROVEMENT****RELATIONSHIPS WITH CONSTITUENCIES:**

**11.** The President has established a productive relationship with the Board that enables the Board to contribute most effectively to Kentucky State University's advancement.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**12.** The President has established credibility with constituencies important to the University.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**Total:** \_\_\_\_\_

**PERFORMANCE FACTORS****RATING****COMMENTS/AREAS FOR IMPROVEMENT****FINANCIAL MANAGEMENT:**

**13.** The President has demonstrated careful stewardship of Kentucky State University's financial resources by identifying and setting in motion needed improvements in financial planning and management systems.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**14.** The President has instilled financial goals and approaches needed to fund his strategic priorities.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**15.** The President has taken appropriate initial steps toward developing a university-wide system for risk management.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**Total:** \_\_\_\_\_

**PERFORMANCE FACTORS****RATING****COMMENTS/AREAS FOR IMPROVEMENT****FUND-RAISING:**

**16.** The President has committed the necessary time and energy to raise funds for the University.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**17.** The President has the skills needed to succeed in fund-raising.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**FUTURE POSITIONING:**

**18.** The President has positioned the University to make meaningful progress in the next three years.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**Total:** \_\_\_\_\_

**PERFORMANCE FACTORS****RATING****COMMENTS/AREAS FOR IMPROVEMENT**

**19.** The President has demonstrated the multiple skills necessary for leading the University in the next three years.

- 5. Strongly Agree
- 4. Agree
- 3. Not Sure
- 2. Disagree
- 1. Strongly Disagree
- 0. Not Applicable

**Total:** \_\_\_\_\_

**Score Total:** \_\_\_\_\_ **Average Score:** \_\_\_\_\_  
(Score total divided by 27)

**OVERALL RATING:**

\_\_\_\_ **SA** [0- 1.5]    \_\_\_\_ **A** [1.6- 2.5]    \_\_\_\_ **NS** [2.6- 3.5]    \_\_\_\_ **D** [3.6- 4.5]    \_\_\_\_ **SD** [4.6- 5.0]

**20. ADDITIONAL COMMENTS:** *(Employee and/or supervisor may add comments; use additional space if needed).*

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# **Draft Evaluation Agenda for TM<sup>2</sup> Executive Search Presidential Evaluation President M. Christopher Brown II**

## **Wednesday, April 25<sup>th</sup>**

08:00 a.m. Light Breakfast

09:00 a.m. Kentucky State University Staff

10:30 a.m. President's Cabinet

11:45 p.m. Lunch

1:00 p.m. Faculty Senate Chair

1:30 p.m. Interim Staff Senate Chair

2:00 p.m. Student Government Association President/Six Student Leaders/Six Additional Student

3:00 p.m. Randomly Selected Faculty Members (at least 8)

## **Thursday, April 26<sup>th</sup>**

08:30 a.m. Breakfast with Selected Community Leaders

10:00 a.m. Representative of the National KSU Alumni Association

11:00 a.m. President M. Christopher Brown II

12:00 p.m. Lunch with Chair of the Board, Regent Elaine Farris

## **Draft Timeline of the Presidential Evaluation**

Written Questionnaires will go out to student, staff, and faculty by April 17, 2018.

Interviews with Kentucky State University Community will be April 25-26, 2018.

President M. Christopher Brown Self-Assessment must be completed by Monday, May 7, 2018.

Board of Regents Questionnaire will be remitted to Chair Farris on April 26<sup>th</sup> for distribution to member of the Board of Regents. Confidential Questionnaire must be completed by Friday, May 11, 2018.

Final TM2 Executive Search report completed and remitted to Chairwoman Dr. Elaine Farris by Friday, May 25, 2018.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

**DATE:** April 16, 2018  
**SUBJECT:** Auditor Contract for FY 2018  
**FROM:** Office of the General Counsel  
**ACTION ITEM:** Yes

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**BACKGROUND:** In compliance with statute, the University is mandated to undergo an annual audit.

**SUMMARY OF PROGRAMS/ACTIVITIES:** To ensure compliance with statute, campus staff have proposed that the University contract an Auditor to conduct the 2018 Fiscal Year Audit.

**ALIGNMENT WITH STRATEGIC GOALS:** Goal 3— Increase the University's Financial Strength and Operational Efficiency. The approval and execution of the contract will increase the University's financial strength and operational efficiency by reducing University operating costs.

**COMMITTEE/PROGRAM ACTION:** N/A

**PROGRAM IMPLICATIONS:** The University as a whole will benefit from approval and execution of the contract and will ensure compliance with statute in obtaining an annual audit.

**FISCAL IMPLICATIONS:** It is anticipated the University will be able to reduce operational costs and increase operational efficiency through the contracts.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

**ATTACHMENTS:** Crowe Horwath contract

**RECOMMENDATION:** Approve the contract terms and price, excluding the scope of work, for FY 2018 Auditor Crowe Horwath. The scope of work for FY 2018 audit cannot be determined until the FY 2017 audit is complete.

PERSONAL SERVICE CONTRACT FOR  
INDEPENDENT AUDITOR  
BETWEEN

THE COMMONWEALTH OF KENTUCKY

KENTUCKY STATE UNIVERSITY

AND

CROWE HORWATHE LLP  
144 North Broadway  
Lexington, Kentucky 40507

PSC 18-

This Personal Service Contract (PSC) was entered into by and between the Commonwealth of Kentucky, Kentucky State University ("the University") and Crowe Horwath, LLP ("the Contractor") to establish a contract for an independent auditor. The initial PSC was effective from September 29, 2017 through June 30, 2018.

Per the solicitation, the initial contract term for this personal service contract will include the following start and end dates of 9/29/17 – 6/30/18, 7/1/18 – 6/30/20, 7/1/20 – 6/30/21. If the University chooses to renew the contract, the personal service contract start and end dates will be 7/1/21 – 6/30/22, 7/1/22 – 6/30/24, and 7/1/24 – 6/30/26. This personal service contract is effective 07/01/18 and expires 6/30/20.

RFP ECU 49-17

INITIAL CONTRACT: PON2 49-17 – 09/29/17-6/30/18

The University and Contractor agree to the following:

### **I. Scope of Contract**

The Contractor shall conduct the annual examination of the University, financial reports for the fiscal year ending June 30, 2018 through June 30, 2020. The University reserves the right to renew the contract for one (4), one (1) year terms.

### **II. Contract Components and Order of Precedence**

The University's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award shall create a valid contract between the Parties consisting of the following:



- This written agreement and any subsequent written amendments to this agreement;
- Any addenda to the Solicitation;
- The Solicitation and all attachments thereto; including PSC Standard Terms and Conditions;
- Any Best and Final Offer;
- Any clarifications concerning the Contractor's proposal in response to the Solicitation;
- The Contractor's proposal in response to the Solicitation.

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**

This contract is established for a not to exceed amount of \$120,000 for auditing services for \$125.00 an hour.

### **V. Invoicing**

The Contractor should submit invoices upon completion of each deliverable specified in this contract pursuant to the project work plan. Such invoices shall include the Fund/Org/Prog (110001/400002/6100) and PSC 18-\_\_\_\_\_.

### **VI. Personal Service Contract Standard Terms and Conditions**

**Whereas**, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

**Whereas**, the second party, the Contractor, is available and qualified to perform such function; and

**Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

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

#### **Effective Date:**

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review

committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

**Renewals:**

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

**LRC Policies:**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**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 on 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:**

The state agency shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

**Funding Out Provision:**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

**Reduction in Contract Worker Hours:**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

**Authorized to do Business in Kentucky:**

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.

The Contractor shall maintain 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, who will also provide the certification thereof.

**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.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

**Invoices for fees:**

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

**Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.**

\*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

**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 the 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 same if requested by the Commonwealth.

**Purchasing and specifications:**

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

**Conflict-of-interest laws and principles:**

The Contractor certifies that he/she is legally entitled to enter into this contract with the University, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**Campaign finance:**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**Access to Records:**

The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, the Finance and Administration Cabinet, 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 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).

**Social security: (check one)**

\_\_\_\_\_ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

\_\_\_\_\_ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, 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 University, prior to the award of a 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 corporate and utility tax, sales and use 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 University 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 for the University's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

\_\_\_\_\_ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

\_\_\_\_\_ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**Discrimination:**

This section applies only to contracts disbursing federal funds, in whole or part, when the terms 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:

1. 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 not be 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.

2. 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.

3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the 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.

4. 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.

5. 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 his/her 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.

6. 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.

7. 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 a 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.

## **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.

**1st Party:**

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Signature

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Title

---

Printed Name

---

Date

**2nd Party:**

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Signature

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Title

---

Printed Name

---

Date

**Other Party:**

---

Signature

---

Title

---

Printed Name

---

Date

**Approved as to form and legality:**

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Attorney

**Request for Proposal  
Eastern Kentucky University  
RFP 49-17 External Auditing Services**



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**Issued: December 2<sup>nd</sup>, 2016**

**Due: January 20<sup>th</sup>, 2016**

**521 Lancaster Avenue**

**Richmond, Kentucky 40475**





Eastern Kentucky University  
Purchases & Stores- Commonwealth 14th Floor #1411  
521 Lancaster Avenue  
Richmond, KY 40475

RFP No.

49-17

**REQUEST FOR PROPOSAL**

**ATTENTION: This is not an order. Read all instructions, terms, and conditions carefully.**

Issue Date: December 2<sup>nd</sup>, 2016  
Purchasing Officer: Stephanie Sowders  
Phone: (859) 622-2246  
Service: External Auditing Services

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY:**  
Friday, January 20<sup>th</sup>, 2016

1. It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
2. Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all Offerors have been concluded and a contract awarded to the responsible Offeror submitting the proposal determined in writing to be the most advantageous to the University. Price and the evaluation factors set forth in the advertisement and solicitations for proposals will be considered.
3. An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
4. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
5. The University reserves the right to request proposal amendments or modifications after the proposal receiving date.
6. THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL INCLUDE ALL GENERAL CONDITIONS, AS SET FORTH BY EASTERN KENTUCKY UNIVERSITY PLUS ANY SPECIAL CONDITIONS ENUMERATED HEREIN.

**NOTICE**

1. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to proposal at a fixed price or to refrain from offering, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a class D felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

**AUTHENTICATION OF RFP AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the Offeror (if the Offeror is an individual), a partner (if the Offeror is a partnership), or an Officer or employee of the bidding corporation having authority to sign on its behalf (if the Offeror is a corporation);
2. That the attached proposal has been arrived at by the Offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent offering or competition;
3. That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the Offeror is legally entitled to enter into contracts with the Eastern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 through KRS 45A.340 and KRS 164.390, and
5. That I have fully informed myself regarding the accuracy of the statement made above.

**SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS**

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to an Offeror will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

**OFFEROR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342**

The Offeror by signing and submitting a proposal agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Offeror prior to the award of a contract.

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Offeror, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

**SMOKE FREE ZONE POLICY**

The Offeror, by signing and submitting a Proposal, agrees to comply with the University's Smoke Free Zone Policy.

[http://policies.eku.edu/sites/policies.eku.edu/files/policies/tobacco-free\\_policy\\_bor\\_41414.pdf](http://policies.eku.edu/sites/policies.eku.edu/files/policies/tobacco-free_policy_bor_41414.pdf)

**SUSTAINABILITY POLICY**

The University is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. The University encourages bidders to include in their responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packing, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It's the University's goal to maximize environmental responsibility on its campuses.

**COMPETITIVE NEGOTIATION DETERMINATION**

In accordance with KRS 45A.085(1) the Purchasing Officer listed above has determined that the use of competitive sealed bidding is not practicable. This Request for Proposals shall indicate the relative importance of price and other evaluation criteria (KRS 45A.085(4)).

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

Company Name	Authorized Signature	Date
Address	Typed or Printed Name	
City, State, Zip	Title	
Phone Number	Fax Number	Federal ID Number

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## **1.0 DEFINITIONS**

The term “Academic Year” when used herein is defined as the nine (9) calendar months beginning mid-August of each year and ending mid-May of the following year.

The terms “Addenda” or “Addendum” are defined as written or graphic instructions issued by Eastern Kentucky University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletion, clarification, or correction.

The term “Competitive Negotiation” is defined as the method authorized in Kentucky Revised Statutes, Chapter 45A.085.

The terms “Contract” and “Resulting Contract” are used interchangeably and are defined as the official agreement and contract award resulting from the Successful Offeror’s response to this Request for Proposal.

The terms “Contractor” or “Successful Offeror” are defined as the individual or entity receiving a contract award.

The term “Fiscal Year” when used herein is defined as the twelve (12) calendar months beginning July 1 of each year and ending on June 30 of the following year. The Contractor’s year-to-date reports will coincide with the Fiscal Year of the University.

The terms “Offer” or “Proposal” are defined as the Offeror’s response to this Request for Proposal.

The term “Offeror” is defined as the individual or entity submitting a Proposal.

The term “Purchasing Agency” is defined as Eastern Kentucky University, Division of Purchases & Stores, Commonwealth 14<sup>th</sup> Floor #1411, 521 Lancaster Ave., Richmond, KY 40475.

The term “Purchasing Official” is defined as Eastern Kentucky University’s designated contracting representative.

The term “Responsible Offeror” is defined as a person, company, or corporation with the capability in all respects to perform fully the contract requirements and with the integrity and reliability ensuring good faith performance.

The term “Solicitation” is defined as this Request for Proposal.

The term “University” is defined as Eastern Kentucky University.

## **2.0 GENERAL OVERVIEW**

### **2.1 Intent and Scope**

Eastern Kentucky University is requesting proposals from qualified Certified Public Accounting (CPA) firms to conduct the annual examination of the Eastern Kentucky University (the “University”), financial reports for the fiscal year ending June 30, 2017 through June 30, 2021. The University reserves the right to renew the contract for one (1), five (5) year term.

If in the best interest of the University, the University reserves the right to award in part or in whole and award multiple vendors.

**A Personal Service Contract (PSC) for Professional Services with State Agencies as required by the Commonwealth of Kentucky shall be executed between the University and the auditing firm(s) selected. A sample PSC has been attached for review – See Attachment E.**

The scope of services is further defined in Section 3.0.

### **2.2 Background Information**

The examination is to be conducted in accordance with generally accepted auditing standards for financial and compliance audits contained in Government Auditing Standards, issued by the United States General Accounting Office for the purpose of submitting an independent opinion, and preparing a report of findings and recommendations concerning internal accounting controls, accounting procedures, any weakness in control, policies, procedures, and instances of non-compliance with applicable laws and regulations, including KERS 164A.555 through KRS 164A.630.

### **2.3 University Information**

Eastern Kentucky University is a comprehensive university serving approximately 16,000 students at the main Richmond, Kentucky campus, educational centers in Corbin, Danville, Lancaster and Manchester, and other sites in Kentucky. Michael T. Benson serves as the 13th President of the University. President Benson strongly believes the essential ingredients to the current and future success of our University is focusing on the 3Ps: People, Places, and Programs. Additional information about Eastern Kentucky University is available at [www.eku.edu](http://www.eku.edu).

### **2.4 Foundation Information**

The Eastern Kentucky University Foundation, Inc is a component unit of the University and is presented as such in the financial statements of the University. The Eastern Kentucky University Foundation audit is currently performed by Mountjoy Chilton Medley CPAs & Advisors (MCM). The University auditors will work in conjunction with MCM to deliver the final University Audit Report.

## 3.0 SCOPE OF SERVICES

### 3.1 Required Services

All proposals must provide for an audit and reports related to the areas listed below. These reports are to be submitted to the Eastern Kentucky University Board of Regents, state and federal officials, and other governing or regulatory bodies as required. All reports, management letters and material to be presented to the Board of Regents will be reviewed with the audit committee, financial staff and other officers of the University prior to the release of the reports. **Attachment C** lists the tentative due dates for each of the following services and the number of report copies required to be furnished to the University. An electronic version of all reports is also required.

#### 3.1.1 General Purpose Financial Statements:

Audit and issuance of independent auditor's report of all general purpose financial statements performed in accordance with Government Auditing Standards and generally accepted auditing standards.

Provide continuing technical assistance in the preparation of general financial statements in accordance with GASB pronouncements.

#### 3.1.2 KRS 164A.555 through 164A.630 Compliance Report:

Issuance of independent auditor report on compliance with House Bill 622 (KRS 164A.555 through 164A.630) entitled Financial Management of Institutions of Higher Education, based on the audit of the general purpose financial statements.

#### 3.1.3 Issuance of report on compliance and internal controls over financial reporting.

#### 3.1.4 Kentucky Lease Law Compliance Audit:

Issuance of the University's Lease Law Compliance Report. This report should include auditor's documentation of testing procedures performed, sample selection methods, and summary of the auditor's results in accordance with KRS 56.800 through 56.823, KRS 48.111, and KRS 48.190. It is believed there will be less than 20 leases to be tested.

#### 3.1.5 Subsequent Events:

Perform an audit of subsequent events for the period from the date of the auditor's report on Eastern Kentucky University's Financial Statements until approximately December 18. The auditor shall detail the application of subsequent event audit procedures and report the results of these procedures in a letter issued to the Auditor of Public Accounts no later than approximately December 22.

#### 3.1.6 WEKU-FM and Corporation of Public Broadcasting:

Audit and issuance of independent auditor's report on the financial statements of WEKU Radio Station.

Issuance of the financial and compliance attestation report of the WEKU Radio Station for the Corporation of Public Broadcasting (CPB) in accordance with the Public Telecommunications Act.

- 3.1.7 Federal Awards Programs:  
Audit of and issuance of independent auditor's report on Schedule of Federal Awards. The audit will be based on compliance requirements for all Federal funds expended, including Student Financial Aid programs in accordance with Government Auditing Standards, and the provisions of the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly referred to as "Uniform Guidance". Includes necessary work on the online Federal Data Collection Form.
- 3.1.8 Intercollegiate Athletics  
Perform certain agreed upon procedures and issue a separate report covering the limited examination of the Intercollegiate Athletic Department and its related support organization, in accordance with the latest version of the NCAA Financial Audit Guidelines.
- 3.1.9 Quality Control:  
Issuance of report to Auditor of Public Accounts representing that the firm is in compliance with generally accepted auditing standards and Government Auditing Standards concerning continuing education requirements, independence and peer review.
- 3.1.10 Provide any additional reports as may be required by the Finance and Administrative Cabinet or the Auditor of Public Accounts of the Commonwealth of Kentucky.
- 3.1.11 Auditors Communication with Board of Regents Audit and Compliance Committee:  
Prepare a written report in accordance with AU C 260, Auditors Communication with Those Charged with Governance. Comments presented as part of the report should be well developed and in addition to the required elements, should also contain:
- Comments regarding internal control over financial reporting including any material weaknesses and significant deficiencies.
- Any other control deficiencies
- Other current and future reporting matters

**Other:**

The auditee and Auditor of Public Accounts shall be allowed to access all working papers and audit programs prepared as part of the audit process.

It is expected that essentially all audit fieldwork will be conducted on site for each audit.

The auditor and auditee shall establish the process for how matters are reviewed in order that items of dispute can be resolved at the lowest level and in a timely manner. The auditor shall promptly notify the auditee and the audit committee if the auditor encounters any significant accounting and/or auditing problems, or any situations that would delay timely completion of the audit.

The auditor must commit to completion of fieldwork and delivery of an audit opinion on the consolidated financial statements of the University (including the Eastern Kentucky University Foundation, Inc.) by approximately **September 22 of each year**.

A detailed work plan must be submitted to the University by **May 15<sup>th</sup> of each year**.  
The plan must include the following:

- a. Audit Area
- b. Any precedence or priority of each area
- c. Required or desired schedule preparation from accounting staff
- d. Anticipated due dates for university schedules
- e. Other information as appropriate

## **4.0 PROPOSAL REQUIREMENTS**

### **4.1 Key Event Dates**

RFP issued by University.....	12/02/2016
Notification by Offeror of intent to respond to RFP.....	12/16/2016
Deadline for written questions from Offeror.....	01/04/2017
Proposal due from Offeror.....	01/20/2017
Contract award by University.....	02/15/2017
Contract effective.....	03/01/2017

***Note: All dates are estimated. Any change in dates will be announced to all parties.***

### **4.2 Offeror Communication**

To ensure that RFP documentation and any subsequent information (modifications, clarifications, addenda, etc.) is directed to the appropriate primary contact person with the Offeror, each Offeror who intends to participate in this RFP is required to provide immediately the following information to the Purchasing Official:

Name of primary contact  
Mailing address of primary contact  
Telephone number of primary contact  
Fax number of primary contact  
Email address of primary contact  
Secondary contact person(s) including all information above

This information shall be transmitted electronically to:

Stephanie Sowders  
Division of Purchases & Stores  
Eastern Kentucky University  
Commonwealth 14<sup>th</sup> Floor #1411  
521 Lancaster Avenue  
Richmond, KY 40475  
Phone: (859) 622-2246  
Fax: (859) 622-2047  
Email: [stephanie.sowders@eku.edu](mailto:stephanie.sowders@eku.edu)



***Note: All communication with the University regarding this RFP shall be directed only to the University Purchasing Official listed above.***

#### **4.3 Questions**

All questions regarding this RFP shall be made electronically via e-mail in writing and directed to [stephanie.sowders@eku.edu](mailto:stephanie.sowders@eku.edu) no later than **January 4<sup>th</sup>, 2017, 5pm, ET**. The subject of the e-mail shall be “QUESTION - **RFP 49-17**”. Failure to provide the correct RFP number in the email may deem the question unanswerable and may not be considered as part of any addenda. Any questions submitted after the dates and times may not be considered or answered. Questions properly submitted **in writing** prior to the due date will be addressed. Answers to all properly submitted **written** questions will be posted on Eastern Kentucky University Purchases & Stores website via addendum at <http://purchasing.eku.edu/bids-and-quotes>.

#### **4.4 Pre-Proposal Conference**

A pre-proposal conference is not scheduled for this RFP.

#### **4.5 Offeror Presentations**

Offerors may be requested to appear before the University evaluation committee to discuss and explain their proposal and to respond to questions from the Committee. The Committee reserves the right to request additional information.

Offerors are prohibited from electronically recording these meetings.

**Note: Temporary parking permits are available thru ECU Parking and Transportation: Commonwealth Hall, 2<sup>nd</sup> Floor, Suite A, 521 Lancaster Avenue, Richmond, KY 40475. Their phone number is 859-622-7275. Please request parking permits at least 72 hours prior to campus visits.**

#### **4.6 Preparation of Proposal**

Offerors are expected to follow all specifications, terms, conditions, and instructions in this RFP.

Offerors will furnish all information required by this Solicitation. Offerors will sign and return the Authentication of Proposal and Statement of Non Collusion and Non Conflict of Interest form (page 2 of this RFP) and print or type the primary contact name, firm, address, telephone number and date. The person signing the Offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his or her authority unless such evidence has been previously furnished to the Purchasing Official. The signer shall further certify that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal, that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the Offeror.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content. Each copy of the Proposal should be bound in a single volume, where practical. All documentation submitted with the proposal should be bound in a single volume except as otherwise specified.

Any Proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky may be rejected.

***Note: Eastern Kentucky University, as an agency of the Commonwealth of Kentucky, is prohibited from entering into contracts that require the University to indemnify the other party.***

#### **4.7 Proposed Deviations from the Request for Proposal**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any and all deviations must be specifically defined in accordance with the Transmittal Letter, Section 5.3. If accepted by the University, deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Offerors may submit more than one alternative proposal, each of which must comply with proposal response guidelines and satisfy the requirements of this RFP. The Offeror's primary proposal must be complete and comply with all instructions. Alternative proposal(s) may be in abbreviated form following the proposal response guidelines, providing complete information for sections that differ in any way from sections contained in the Offeror's primary proposal. If alternative proposal(s) are submitted, the Offeror must explain reasons for the alternative(s) and comparative benefits. Each proposal submitted will be evaluated on its own merit.

#### **4.8 Proposal Submission and Deadline**

Offeror must provide one (1) original, seven (7) printed copies, and one (1) electronic copy saved on a jump drive of each proposal. The Proposal and copies must be delivered under sealed cover **prior to 2:00 PM, Friday, January 20<sup>th</sup>, 2017.**

Deliver to:

Stephanie Sowders  
Division of Purchases & Stores  
Eastern Kentucky University  
Commonwealth 14<sup>th</sup> Floor #1411  
521 Lancaster Avenue  
Richmond, KY 40475

Proposals shall be enclosed in sealed envelope(s) and must clearly show the closing date and time specified, the Solicitation number, and the name and address of the Offeror on the face of the envelope(s). Please indicate which envelope contains the original Proposal.

***Note: Proposals received after the closing date and time will not be considered.***

***Note: In accordance with Kentucky Revised Statute 45A.085 and 200 KAR 5, there will be no public opening of Proposals. All Proposals will be kept confidential until such time that a contract is awarded. After a contract is awarded, all Proposals will become public record, as described herein.***

## **4.9 Addenda**

Any Addenda or instructions issued by the Purchasing Official prior to the proposal deadline shall become a part of this RFP. Such Addenda shall be acknowledged in the Proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

## **4.10 Offeror Response and Proprietary Information**

The RFP specifies the format, required information, and general content of Proposals submitted in response to this request. The University will not disclose any portion of any Proposal prior to contract award to anyone outside the Division of Purchases & Stores, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the University evaluation committee. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted Proposal shall remain a valid proposal six (6) months after the due date.

## **4.11 Restrictions on Communications with University Staff**

From the issue date of this RFP until a contract award is made, Offerors are strictly forbidden to communicate about the subject of the RFP with any University administrator, faculty, staff, or member of the University's Board of Regents. Offerors may communicate only with the Purchasing Official named herein, or other persons authorized in writing by the Purchasing Official.

The University reserves the right to reject the Proposal from any Offeror violating this provision.

## **4.12 Cost of Preparing Proposal**

Costs for developing the Proposals and any subsequent activities prior to contract award are solely the responsibility of the Offeror. Eastern Kentucky University will provide no reimbursement for such costs.

## **4.13 Disposition of Proposals**

All Proposals become the property of Eastern Kentucky University. The successful Proposal will be incorporated by reference into the resulting contract.

## **4.14 Section Titles in the Request for Proposal**

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

## **4.15 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of Proposals, a submitted Proposal may be withdrawn by the Offeror. The Offeror must submit a duly signed, written request for withdrawal to the Purchasing Official. Unless requested by the University, the University will not accept revisions or alterations to Proposals after the proposal due date.

#### **4.16 Acceptance or Rejection of Proposals**

The University will review all properly submitted Proposals. The University reserves the right, if in its best interests, to reject all Proposals, to reject any proposal that does not meet mandatory requirements, to request amendment to Proposal(s), or to cancel entirely the RFP.

Grounds for rejection of proposals include, but are not limited to 1) failure of a Proposal to conform to the essential requirements of the RFP; 2) A Proposal imposing conditions that would significantly modify the terms and conditions of the Solicitation or limit the Offeror's liability to the University under the Resulting Contract on the basis of such Solicitation; 3) failure of the Offeror to appropriately sign the RFP as a part of the Proposal, including the Authentication of Proposal, Statement of Non-collusion and Non-conflict of Interest statements; and 4) A Proposal received after the closing date and time specified in the RFP.

The University also reserves the right to waive minor technicalities or irregularities in Proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other Resulting Contract requirements if the Offeror is awarded the Contract.

#### **4.17 Kentucky Educational Purchasing Cooperative**

Offerors shall indicate if they are willing to extend any contract resulting from this solicitation to the members of the Kentucky Educational Purchasing Cooperative. Members include; University of Kentucky, University of Louisville, Western Kentucky University, Northern Kentucky University, Murray State, Morehead State and Kentucky State. Please include detailed information regarding any differences, if any, in the service or pricing for each institution.

### **5.0 PROPOSAL FORMAT AND CONTENT**

#### **5.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in the Proposal. Please read the list carefully and address it completely and in the order presented to facilitate the University's review of the proposal. Proposals should be organized into the sections identified. The content of each section is further described below.

Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form  
(See page 2)

Completed Vendor Taxpayer ID form

Completed Reciprocal Preference Affidavit (if applicable)

Transmittal Letter

Executive Summary and Proposal Overview

Offeror Qualifications

Program Plan – Services Defined

References and Past Experience

Financial Proposal

Optional Services

## **5.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form**

The Offeror will sign, print or type name, firm, address, telephone number, date, and return page 2 of this RFP. The signer on page 2 will be required to initial subsequent erasures or other changes. A Proposal signed by an agent must be accompanied by evidence of authority unless such evidence has been previously furnished to the Purchasing Official. The signatory shall further certify that the Proposal is made without collusion with any other person, persons, company or parties submitting a Proposal, that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the Offeror.

## **5.3 Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. The transmittal letter shall include:

- 1) A statement referencing all Addenda to this RFP issued by the University and received by the Offeror. If no Addenda have been received, a statement to that effect should be included.
- 2) A statement that the Offeror's Proposal shall remain valid six (6) months after the due date.
- 3) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- 4) A statement that summarizes any deviations or exceptions to the RFP requirements, including a detailed justification for the deviation or exception.

## **5.4 Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire Proposal.

## **5.5 Offeror Qualifications**

Indicate the Offeror's experience with:

- Similar services in auditing public universities and other public agencies
- Current accounting issues, GASB issues, trends and changes affecting public institutions of higher education
- Other specialized higher education activities (i.e., publications, client training)
- Additional areas of expertise which may be of benefit to the University outside the general scope of the audit. Please include usual hourly rates for such services.

### **Staffing**

- Describe the location of office(s) that will provide staff resources, and, if different, the location of the office having oversight responsibility for the audit. Provide individual profiles of the audit partner, manager and in-charge accountant, including credentials and relevant experience. Estimate the number of hours each individual will be assigned to the audit.  
**NOTE: It is expected that the audit partner and/or manager will not serve in the same position for this engagement more than two consecutive years.**

### Organization

- Provide general background and size of your firm along with an organization chart of your firm with lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or function of the firm indicated.

### Quality

- Provide a listing of affiliations with technical and professional organizations which could provide resources and/or assure quality control in auditing the university. Provide representation letter stating that the audit firm is in compliance with generally accepted auditing standards and Government Auditing Standards concerning continuing education requirements, independence, and peer review.

Provide brief narrative of the Company's history, expertise and financial viability. Including but not limited to:

- Legal name, e.g. "ABC Group, Inc."
- State of Incorporation
- Business address for purposes of administering the License Agreement
- A description of your corporate organization, e.g. parent corporation, subsidiaries, affiliated companies, distributors or wholly-owned franchises and how any particular group of companies will be involved in the Offeror's administration of any contract resulting from this RFP.
- Identify any litigation or claim brought against your company within the last seven (7) years, which might reflect adversely on your company's professional image or ability in relation to providing services sought in this RFP.
- Is your company currently for sale or involved in any transaction to expand or to become acquired by or merged with another organization? If so, please explain. Has your company been involved in any reorganization, acquisition or merger within the last two (2) years? If so, please explain.
- Is Offeror currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Offeror shall specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- Does Offeror have any relationship with an Eastern Kentucky University member of the Board of Regents, employee, or other representative of the University? If so, please explain in detail any potential or perceived potential conflict of interest for either the Offeror or University.
- Please include any other relevant financial information about your company that will aid the University in evaluating the Company, its financial viability and its ability to appropriately service the University.

### 5.6 Program Plan – Services Defined

All proposals must include a general description of the firm's approach in conducting the audit. This should include: planning process, timing of actual work, preliminary communication with key areas (i.e., accounting department staff, information systems staff, executive officers), reporting of audit results and findings to management and Audit and Compliance Committee of the University's Board of Regents.

Provide a brief narrative of how Offeror proposes to accomplish services described in this RFP. The Proposal shall, at a minimum, meet all mandatory services described in Section 3.0.

Please provide examples and exhibits of reports that will be made available to the University.

## **5.7 References and Past Experience**

Offeror shall supply the names, addresses, telephone numbers and complete contact information of three (3) references for which work has been accomplished within the last three (3) years. Include a complete description of the type of service(s) provided. References should be relevant with regard to the scope of services outlined in this RFP. By submitting a Proposal, the Offeror grants permission to the University to contact references.

## **5.8 Financial Proposal**

- Please complete *Attachment D* to provide support for your firm's fixed price proposal.
- The offeror must provide fixed pricing for the first year ended June 30, 2017, including all out of pocket expenses during the contract year. Fixed price quotes for the years ending 2017, 2018, 2019, 2020, and 2021 shall also be included. The annual increases should not exceed the offer's cost of providing service and will be limited to the previous year's wholesale producer price index increase.
- The contract may be renewed for one (1), five (5) year term after the initial contract term for a potential of ten (10) years. The University reserves the right to renegotiate the scope of the work or any terms and/or conditions as may be necessary during the initial contract period or for any renewal period, and the University and contractor may mutually agree to adjust the contract price in accordance with the changes to the basic contract.

Offer shall provide a complete description of all costs for services, including hourly rates if applicable.

## **5.9 Optional Services**

The University may wish to engage in tax consulting services. Please include hourly rates for tax consultation on Attachment C.

Fully describe and explain any optional services that Offeror will provide that are not part of the mandatory services.

## **6.0 EVALUATION CRITERIA PROCESS**

The University's evaluation of each proposal will be based upon the information provided in the Proposal, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested. The University evaluation committee will evaluate proposals in accord with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The University may award the Contract to the Successful Offeror submitting the Proposal determined to be the most advantageous to the University.

Primary Criteria include:

Offeror Qualifications  
Staffing  
Organization  
Quality  
Program Plan – Services Defined  
Audit Approach  
References and Past Experience  
Financial Proposal

Secondary Criteria include:

Optional Services

***Note: Proposals must contain responses to each of the criteria listed in Section 5.0 even if Offeror's response cannot satisfy those criteria. A Proposal may be rejected if in the sole judgment of the University it is deemed to be conditional or incomplete.***

## **7.0 SPECIAL CONDITIONS AND CONTRACT TERMS**

### **7.1 Effective Date**

The effective date of the Contract is anticipated to be March 1, 2017.

### **7.2 Contract Term**

The Contract resulting from this RFP and the Successful Offeror's Proposal shall have an initial term from March 1, 2017 through June 30, 2021. The Contract shall be renewable for one (1), five (5) year term. Renewal will be contingent upon the University's needs and satisfaction with the services performed and the overall performance of the Contractor.

**A Personal Service Contract (PSC) for Professional Services with State Agencies as required by the Commonwealth of Kentucky shall be executed between the University and the auditing firm selected.**

**PSC's for the initial contract term will be submitted to the State of KY with the following start and end dates:**

**3/1/17 – 6/30/18**

**7/1/18 – 6/30/20**

**7/1/20 – 6/30/21**

**If the University chooses to renew the contract, the PSC start and end dates will be as follows:**

**7/1/21 – 6/30/22**

**7/1/22 – 6/30/24**

**7/1/24 – 6/30/26**



**A fully executed PSC will be required for each set of start and end dates for a total of three (3) throughout the life of the initial contract term, and three (3) for the life of the renewal term.**

The University reserves the right to renegotiate any term and/or condition as may be necessary to meet requirements for any renewal period. The Successful Offeror will be advised of any proposed revisions prior to the renewal period.

### **7.3 Competitive Negotiation**

It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085 and 200 KAR 5:307.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a best and final offer to the University. All information received prior to the deadline for the best and final offer will be considered part of the Offeror's best and final offer.

### **7.4 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee or other benefit.

### **7.5 Contract Changes**

No modification or change of any provision in the Contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the duly authorized University Representative and incorporated as a written amendment to the Contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the Contract.

### **7.6 Entire Agreement**

The RFP shall be incorporated into any Contract. The Contract, including the RFP and those portions of the Offeror's response accepted by the University, shall become the entire agreement between the parties.

### **7.7 Governing Law**

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, the Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the services provided. This Agreement shall be governed by Kentucky law and any claim relating to this Contract brought by Contractor shall only be brought in the Franklin Circuit Court.

## **7.8 Termination of Contract**

### **7.8.1 Termination Provisions**

The Contract shall be subject to the following termination provisions without prejudice to any other right or remedy. The Contract may be terminated by the University for 1) default by the successful Offeror, 2) for Offeror's insolvency or unavailability of funds, or 3) for convenience.

In case of termination of the Contract, it shall be incumbent on the Contractor to continue operations until relieved by a successor Contractor.

### **7.8.2 Termination for Default**

A default in performance by Contractor for which a Contract may be terminated may include, but shall not be limited to, failure to perform the Contract according to its terms, conditions, and specifications, and failure to diligently perform the work under the Contract.

The University shall not be liable for any further payment to Contractor under a Contract terminated for default after the date of notice to Contractor of such default as determined by the Purchasing Official, except for work performed at the request of the University until a successor Contractor is named.

### **7.8.3 Termination for Contractor Insolvency or Unavailability of Funds**

In the event of insolvency, unavailability of funds, or the filing of a petition of bankruptcy by or against the Contractor, the University shall have the right to terminate the Contract upon the same terms and conditions as a termination for default.

### **7.8.4 Termination for Convenience**

If it is determined to be in the University's best interest to do so, the Contract may be terminated, upon ninety (90) days notice, at the convenience of the University.

### **7.8.5 Procedure for Termination**

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

## **7.9 Employment Practices**

### **7.9.1 Non Discrimination**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran's status, or disability. Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are

treated without discrimination because of their race, color, religion, sex, national origin, age, veteran's status, or disability. Such action shall include, but is not limited to, recruitment, hiring, placement, promotion, transfer, training and apprenticeship, compensation, layoff, termination, and physical facilities. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.

#### **7.9.2 Executive Order 11246**

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, and age, veteran's status or disability. Contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, national origin, and the implementation of rules and regulations prescribed by the Secretary of Labor and with Title 41 Code of Federal Regulations, Chapter 60. Contractor shall comply with all related Commonwealth of Kentucky laws and regulations.

#### **7.9.3 Title 20**

Contractor shall comply with the regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 1178 and the Federal Rehabilitation Act of 1973.

#### **7.9.4 Other Acts**

Contractor shall comply with the Civil Rights Act of 1964, any amendments thereto, and the rules and regulations there under; Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended; and the Kentucky Civil Rights Act.

Contractor shall comply with the Americans with Disabilities Act of 1990.

#### **7.9.5 Future Acts, Laws, and Regulations**

Contractor shall comply with any future federal acts, laws, and regulations, and Kentucky state acts, laws, and regulations as they relate to employment programs when such acts, laws, and regulations become effective.

### **7.10 Conflict of Interest**

No official or employee of Eastern Kentucky University and no other public official of the Commonwealth of Kentucky or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to completion of the Contract, voluntarily acquire any personal interest, direct or indirect, in this Contract or proposed Contract.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of the Contract no person having any such known interests shall be employed.

## **7.11 Severability**

If any provision or provisions of the RFP, responses to the RFP, any Contract or personal service contract, or similar document executed as a result of this RFP shall be deemed invalid or unenforceable in whole or in part, these documents shall be deemed amended to thereof in order to render it valid and enforceable.

## **7.12 Contract Administrator**

All notices, requests and other communications that a party to any Contract, personal services contract, or similar document executed as a result of this RFP is required or elects to deliver shall be in writing and shall be delivered personally, by facsimile (provided such delivery is confirmed), by email clearly identifying the source of notice, or by recognized overnight courier service to the other party at the address set forth below, or to such other address as such party may hereafter designate by notice given pursuant to this section.

Upon award of Contract, the sole point of contact for administration of the Contract will be:

Stephanie Sowders  
Division of Purchases & Stores  
Eastern Kentucky University  
Commonwealth 14<sup>th</sup> Floor #1411  
521 Lancaster Avenue  
Richmond, KY 40475  
(859) 622-2246  
(859) 622-2047 (fax)  
[stephanie.sowders@eku.edu](mailto:stephanie.sowders@eku.edu)

Copy to:  
University Counsel  
Eastern Kentucky University  
205 Coates Building, CPO 40A  
521 Lancaster Avenue  
Richmond, KY 40475  
(859) 622-6693  
(859) 622-8030

## **7.13 Prime Contractor Responsibility**

Any Contract resulting from the RFP shall specify that the Contractor is solely responsible for fulfillment of the Contract with the University.

## **7.14 Assignment and Subcontracting**

The Contract is not assignable by the Contractor, either in whole or in part. No portion of work shall be subcontracted without prior written consent of Eastern Kentucky University.

## **7.15 Permits, Licenses, Taxes, and Registration**

Contractor shall secure all necessary permits, licenses, and registrations and abide by all applicable laws, regulations, and ordinances of the United States, the Commonwealth of Kentucky, and any political subdivision(s) in which work under this Contract is performed.

Contractor shall pay any sales, use, local, and personal property taxes arising from this Contract. Any taxes on the services delivered pursuant hereto shall be borne by the Contractor. For out-of-state corporate Offerors, this includes registration as a foreign corporation pursuant to KRS 14A.9-010—14A.9-090.

## **7.16 Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of a Contract, the University and Contractor agree to pay their own respective expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer.

## **7.17 Patents, Copyrights, and Trademark**

The Contractor shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

## **7.18 Hold Harmless**

Contractor agrees to indemnify, defend, and hold harmless Eastern Kentucky University, its officers, agents, and employees from any claims for losses for service rendered by Contractor, person, or firm performing or supplying services in connection with performance of the Contract; any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of Contractor, its officers or employees in the performance of the Contract, any claims or losses resulting to any person or firm injured or damaged by Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth of Kentucky regulations, laws, and statutes, and any failure of Contractor, its officers or employees to observe Commonwealth of Kentucky regulations, laws, and statutes, including but not limited to labor laws, minimum wage laws, and other applicable regulations, laws, and statutes.

## **7.19 Insurance**

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities, and contractual obligations undertaken in this Contract. These insurance policies must be with insurers acceptable to Eastern Kentucky University.

Workers' Compensation	\$1,000,000
General Liability	\$1,000,000
Excess Liability	\$1,000,000
Business Automobile Liability	\$1,000,000 (each occurrence, any auto owned, non-owned, hired, or borrowed)

Contractor agrees to furnish Certificates of Insurance for each insurance policy to the Purchasing Official. Eastern Kentucky University, its regents, and employees must be added as Additional Insured on the General Liability and Contractor Errors and Omissions Liability policies with regard to the scope of this Contract. Any deductibles or self-insured retentions in the insurance policies must be paid by and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All required insurance policies must include a Waiver of Subrogation in favor of Eastern Kentucky University, its regents, and employees.

## **7.20 Performance Bond**

A performance/fidelity bond is not required for this RFP and resulting contract.

## **7.21 Events Beyond Control**

Anything herein to the contrary notwithstanding, the University shall not be liable or responsible for any failure to furnish the services set forth in this RFP and the Contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

## **7.22 Method of Award**

It is the intent of the University to award a Contract to the qualified Successful Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered. The method of determining the best offer is detailed in Section 6.0.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the Proposal(s) received.

## **7.23 Reciprocal Preference to be given by Public Agencies to Resident Bidders**

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a non-resident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494 (2) and 45A.494 (3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal Attachment B, a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

## **7.24 Debarment**

Offeror's signature on this solicitation response certifies that the Offeror, and where applicable subcontract vendor, or any other person performing service under this agreement (a) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental procurement or other programs (b) and if disbarred, suspended or excluded during the life of the contract, the vendor will notify the University buyer of record within seventy two(72) hours of the vendor becoming aware of the governmental ineligibility.

## **7.25 Technology Accessibility**

Offeror warrants that it complies with Kentucky and federal disabilities laws and regulations. Offeror hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Offeror agrees to promptly respond to and resolve any complaint regarding accessibility of its products and services. Offeror further agrees to indemnify and hold harmless the University from any claims arising out of its failure to comply with aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this.

## **7.26 Nonaffiliated Third Party Contract Requirements**

### **Contract Requirements**

For any agreements executed, or amended, on or after January 1, 2015, when ECU contracts with a Nonaffiliated Third Party and discloses Personal Information to the nonaffiliated third party, ECU shall require, as part of that agreement, that the Nonaffiliated Third Party implement, maintain, and update security and breach investigation procedures pursuant to Kentucky's Personal Information Security and Breach Investigation Practices Act, KRS 61.931 – 61.934.

These agreements will be reviewed for approval by ECU's IT Security Analyst or designee for compliance to this Regulation.

Additional information regarding Nonaffiliated Third Party Contract Requirements can be found at: <http://policies.eku.edu/policies/non-academic> under Information Security Incident Response.

## **7.27 Kentucky Educational Purchasing Cooperative**

The University is desirous of an option to extend the contract resulting from this RFP to members of Kentucky Educational Purchasing Cooperative (KEPC). Members of KEPC are:

- Morehead State University
- Murray State University
- Northern Kentucky University
- Western Kentucky University
- Kentucky State University
- University of Louisville
- University of Kentucky

Is your company willing to extend this contract to members of KEPC?

\_\_\_\_yes

\_\_\_\_no

## Attachment A – Taxpayer Identification Number Request

Eastern Kentucky University requires a Federal Tax Identification number or Social Security number for all vendors or persons doing business with the University in order to comply with Federal Regulations and tax reporting requirements. Please take a few minutes to fill out this information and return to us to ensure prompt payment of your invoices. Thank you for the valuable service you have provided Eastern Kentucky University, and we look forward to a long and lasting relationship. IF SENDING A W-9, PLEASE RETURN THIS FORM ALSO.

For your convenience, you may return the information one of the following ways:

**FAX:** Vendor File @ 859-622-2047

**Mail:** Purchasing Division  
Eastern Kentucky University  
Commonwealth 14th Floor #1411  
521 Lancaster Avenue  
Richmond, Kentucky 40475

**EMAIL:** [adm.purchasing@eku.edu](mailto:adm.purchasing@eku.edu)

**Phone # (859)622-2246**

Please type or print legibly

### VENDOR INFORMATION

Name of Firm * (Company or Individual)	Phone Number *	Make Checks Payable To *
Address *	Fax Number *	Payment Address *
Address	Web Site Address or E-mail	Payment Address
Address	Vendor Representative	Name on Invoice *
City * State * Zip*	Federal Tax ID Number **	Social Security Number **
Willing to accept ACH payments * Yes <input type="checkbox"/> No <input type="checkbox"/> Bank Name & Routing # _____ Bank Account # _____	Willing to accept credit card payments* Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Terms *

\* required fields

\*\*Federal Tax ID Number- This field *must* be completed if "Name of Firm" is a company name.

Social Security Number- This field *must* be completed if "Name of Firm" is an individual's name.

### \*REGISTRATION

Any foreign corporation (outside the State of Kentucky) must obtain a certificate of authority from the Secretary of State as is required by KRS 271B.15-010 & KRS/014A06/010

- Certificate #: \_\_\_\_\_ (<https://secure.kentucky.gov/sos/ftbr/Welcome.aspx>)
- Claimed exemption: \_\_\_\_\_

Any "person" (business or individual) making retail sales in the state are to be registered to collect Kentucky sales and use tax. If the foreign individual (or business) is making retail sales they should be registered for Kentucky sales and use tax purposes by completing a Tax Registration Application (form 10A100), available at the link below. If they are under contract to perform services that do not include the sale of tangible personal property or digital property, or do not perform services subject to tax per KRS 139.200 (such as admissions, provision of telecommunication services, sewer services, and so on), then they are not required to register.KRS 139

- Consumer Use Tax Account number: \_\_\_\_\_ (<http://revenue.ky.gov/>)
- Sales Tax Account Number: \_\_\_\_\_

### CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
- I am not subject to backup withholding because:(a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am a U. S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdings because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Taxpayer Identification Number.

Signature of U.S. Person \_\_\_\_\_ Date \_\_\_\_\_

\*Business Classification Reference Links: [www.ccr.gov/sizestandard.asp](http://www.ccr.gov/sizestandard.asp), <https://eweb1.sba.gov/hubzone/internet/general/whoware.cfm>, and

Type of Ownership (Check Appropriate Box(es)) *	Business Classification (Check Appropriate Box(es)) *
<input type="checkbox"/> (01) Individual/Sole Proprietorship	<input type="checkbox"/> (SM) Small Business
<input type="checkbox"/> (02) Partnership	<input type="checkbox"/> (SD) Small Disadvantaged Business
<input type="checkbox"/> (03) Corporation-Incorporated in (State) _____	<input type="checkbox"/> (LG) Large Business
<input type="checkbox"/> (04) Non-profit/Education	<input type="checkbox"/> (CT) In County
<input type="checkbox"/> (05) Non-Resident Alien	<input type="checkbox"/> (MN) Minority Owned
<input type="checkbox"/> (06) Exempt from backup withholding	<input type="checkbox"/> (WO) Women Owned
<input type="checkbox"/> Other: _____	<input type="checkbox"/> (GA) Government Agency
	<input type="checkbox"/> (NP) Non-Profit
	<input type="checkbox"/> (AL) Alumni Owned
	<input type="checkbox"/> (HZ) Hub Zone Small Business
	<input type="checkbox"/> Other (Specify) _____

<http://app1.sba.gov/faqs/faqindex.cfm?areaID=11>

Printed Name of Authorizing Official: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Attachment B - Affidavit for Resident Bidder Status

Solicitation #: \_\_\_\_\_

### **REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**

#### **FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me by

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Title)

of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_

## Attachment C – Required Printed Reports

### EASTERN KENTUCKY UNIVERSITY Estimated Number of Required Printed Reports

<u>RFP Reference</u>		<u># Reports</u>
3.1.1	EKU General Purpose Financial statements	65
3.1.2	KRS 164A.555 through 164A.630 Compliance Report	30
3.1.3	Report on compliance and internal controls over financial reporting	30
3.1.4	Kentucky Lease Law Compliance Audit	15
3.1.5	Subsequents Events report	5
3.1.6	WEKU and Corporation of Public	15
3.1.7	Independent Auditors Report on Schedule of Federal Awards	30
3.1.8	Report on Agreed-Upon Procedures Performed on the Intercollegiate Athletics Department - NCAA Bylaw 6.2.3.1	25
3.1.9	Quality Control Report to Auditor of Public Accounts	5
3.1.10	Additional reports required by Finance and Administrative Cabinet or the Auditor of Public Accounts of the Commonwealth of Kentucky	N/A
3.1.11	Auditors Communication with Board of Regents Finance and Planning Committee - SAS No. 114	25

Attachment D – Pricing Schedule

EASTERN KENTUCKY UNIVERSITY  
EXTERNAL AUDIT PRICING SCHEDULE

Est. Hours to Complete	Fixed Price Bid*				
	<u>FYE</u> <u>06/30/17</u>	<u>FYE</u> <u>06/30/18</u>	<u>FYE</u> <u>06/30/19</u>	<u>FYE</u> <u>06/30/20</u>	<u>FYE</u> <u>06/30/21</u>
<u>EASTERN KENTUCKY UNIVERSITY</u>					
<u>TOTAL FIXED PRICE BID:</u>					
<u>OPTIONAL EKU TAX CONSULTATION:</u> (Please Indicate Avg. Hourly Rate)					

\*Financial Evaluation will be based on the TOTAL FIXED PRICE BID.

**EASTERN KENTUCKY UNIVERSITY****PERSONAL SERVICE CONTRACT**

Purchases &amp; Stores, Richmond, KY 40475

PSC Number	_____
Start Date	_____
End Date	_____

This Personal Service Contract for \_\_\_\_\_ is made and entered into this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Eastern Kentucky University (EKU) and:

Name of Individual and/or Firm (The Second Party)

Social Security or Federal I.D. Number

Street Address

City

State

Zip Code

**Service:** EKU has determined that either University personnel are not available to perform the described services or use of EKU personnel would not be feasible. EKU has determined that the second party is qualified to perform the services described "in detail" below:

**Payment:** As fee for the services described, EKU agrees to pay the Second Party a sum not to exceed \$ \_\_\_\_\_ upon receipt of signed invoice(s). No other fees or expenses are authorized unless specifically identified in this contract. Payment will be made as described "in detail" below:

A. Service: \_\_\_\_\_

B. Travel: \_\_\_\_\_

(Travel will be reimbursed **only** with prior approval and in accordance with EKU travel regulations.)

C. Other Expense: \_\_\_\_\_

**Cancellation** - By either party upon 30 days written notice.

**Choice of Law** - The Second Party agrees that the applicable law of relating to this contract are the laws of the Commonwealth of Kentucky and further agrees that if legal action arises, the venue will be Franklin Circuit Court.

During the performance of this contract, the Second Party will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap.

The Second Party is an independent contractor for EKU, therefore, EKU is not liable for Social Security Contribution pursuant to Section 418, 42 U.S. Code. Furthermore, IRS Form 1099 will be forwarded at the end of the calendar year if total payment(s) exceed \$600.00.

 Eastern Kentucky University  
 Submitted by:

Second Party

Signature/Title

Date

Signature

Date

Title

Approved: \_\_\_\_\_

Director, Purchases &amp; Stores

Date

Note: Second Party may not begin work until contract has been stamped "received" by the Legislative Research Commission. Second Party may not be paid until the contract is "approved" by Legislative Research Commission. **Foreign Vendor Second Party may not begin work until they have been registered with the Kentucky Secretary of State (please see page two).**

Personal Service Contract Number <b>PS</b>
---

**PERSONAL SERVICE CONTRACT Between  
EASTERN KENTUCKY UNIVERSITY**

and \_\_\_\_\_

Name of Individual and/or Firm (The Second Party)

The undersigned hereby certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The undersigned further swears under the penalty of perjury, that neither he/she or the Company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

The undersigned hereby certifies that they are legally entitled to enter into this contract, and that it has not and will not violate any conflict of interest statutes (KRS 45A.330-45A.340).

Any foreign corporation (outside the State of Kentucky) must obtain a certificate of authority from the Secretary of State as is required by KRS 271B.15-010. <https://secure.kentucky.gov/sos/ftbr/Welcome.aspx>

- Certificate #: \_\_\_\_\_
- Claimed exemption: \_\_\_\_\_

Any "person" (business or individual) making retail sales in the state are to be registered to collect Kentucky sales and use tax. If the foreign individual (or business) is making retail sales they should be registered for Kentucky sales and use tax purposes by completing a Tax Registration Application (form 10A100), available at the link below. If they are under contract to perform services that do not include the sale of tangible personal property or digital property, or do not perform services subject to tax per KRS 139.200 (such as admissions, provision of telecommunication services, sewer services, and so on), then they are not required to register.

- Consumer Use Tax Account number: \_\_\_\_\_
- Sales Tax Account Number: \_\_\_\_\_

**IMPORTANT CHANGES TO THE LAW GOVERNING INVOICING OF PERSONAL SERVICE CONTRACTS**

\* **HB 387**, which passed during the 2010 Regular Session and became law upon the approval of the Governor on April 5, 2010, requires that "no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee. This form can be found at <http://www.purchasing.eku.edu/>. The vendor's invoice should be attached to this as well.

**Contractor (Second Party)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company or Corporation

**TAXPAYER IDENTIFICATION NUMBER REQUEST**

## Attachment E

Eastern Kentucky University requires a Federal Tax Identification number or Social Security number for all vendors or persons doing business with the University in order to comply with Federal Regulations and tax reporting requirements. Please take a few minutes to fill out this information and return to us to ensure prompt payment of your invoices. Thank you for the valuable service you have provided Eastern Kentucky University, and we look forward to a long and lasting relationship. IF SENDING A W-9, PLEASE RETURN THIS FORM ALSO.

For your convenience, you may return the information one of the following ways:

**FAX:** Vendor File @ 859-622-2047

**Mail:**

**Purchasing Division  
Eastern Kentucky University  
Commonwealth 14<sup>th</sup> Floor #1411  
521 Lancaster Avenue  
Richmond, Kentucky 40475  
Phone # (859)622-2246**

**EMAIL:** [adm.purchasing@eku.edu](mailto:adm.purchasing@eku.edu)

Please type or print legibly

### VENDOR INFORMATION

Name of Firm * (Company or Individual)	Phone Number *	Make Checks Payable To *
Address *	Fax Number *	Payment Address *
Address	Web Site Address or E-mail	Payment Address
Address	Vendor Representative	Name on Invoice *
City * State * Zip*	Federal Tax ID Number **	Social Security Number **
Willing to accept ACH payments * Yes <input type="checkbox"/> No <input type="checkbox"/> Bank Name & Routing # _____ Bank Account # _____	Willing to accept credit card payments* Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Terms *

\* required fields

\*\*Federal Tax ID Number- This field *must* be completed if "Name of Firm" is a company name.

Social Security Number- This field *must* be completed if "Name of Firm" is an individual's name.

### \*REGISTRATION

Any foreign corporation (outside the State of Kentucky) must obtain a certificate of authority from the Secretary of State as is required by KRS 271B.15-010 KRS 14A.9-010-14A.9-090 <https://secure.kentucky.gov/sos/ftbr/Welcome.aspx>

- Certificate #: \_\_\_\_\_
- Claimed exemption: \_\_\_\_\_

Any "person" (business or individual) making retail sales in the state are to be registered to collect Kentucky sales and use tax. If the foreign individual (or business) is making retail sales they should be registered for Kentucky sales and use tax purposes by completing a Tax Registration Application (form 10A100).

- Consumer Use Tax Account number: \_\_\_\_\_
- Sales Tax Account Number: \_\_\_\_\_

### CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U. S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdings because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Taxpayer Identification Number.

**Signature of U.S. Person** \_\_\_\_\_ **Date** \_\_\_\_\_

Type of Ownership (Check Appropriate Box(es)) *	Business Classification (Check Appropriate Box(es)) *
<input type="checkbox"/> (01) Individual/Sole Proprietorship	<input type="checkbox"/> (SM) Small Business
<input type="checkbox"/> (02) Partnership	<input type="checkbox"/> (LG) Large Business
<input type="checkbox"/> (03) Corporation-Incorporated in (State) _____	<input type="checkbox"/> (CT) In County
<input type="checkbox"/> (04) Non-profit/Education	<input type="checkbox"/> (MN) Minority Owned
<input type="checkbox"/> (05) Non-Resident Alien	<input type="checkbox"/> (WO) Women Owned
<input type="checkbox"/> (06) Exempt from backup withholding	<input type="checkbox"/> (SD) Small Disadvantaged Business
<input type="checkbox"/> Other: _____	<input type="checkbox"/> (GA) Government Agency
	<input type="checkbox"/> (NP) Non-Profit
	<input type="checkbox"/> (AL) Alumni Owned
	<input type="checkbox"/> (HZ) Hub Zone Small Business
	<input type="checkbox"/> Other (Specify) _____

\*Business Classification Reference Links: [www.ccr.gov/sizestandard.asp](http://www.ccr.gov/sizestandard.asp), <https://eweb1.sba.gov/hubzone/internet/general/whoware.cfm>, and <http://app1.sba.gov/faqs/faqindex.cfm?areaID=11>

Printed Name of Authorizing Official: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# KENTUCKY STATE UNIVERSITY

## Board of Regents

DATE: April 16, 2018  
SUBJECT: CampusLabs Contract  
FROM: Office of the General Counsel  
ACTION ITEM: Yes

---

**BACKGROUND:** On or about June 14, 2016, Deneia Thomas, former AVP of Academic Assessment and Evaluation, executed a contract with CampusLabs. Deneia Thomas did not have the authority to enter into the contract, nor did she seek prior Board approval to enter into the contract. The contract is for three (3) years at a cost of approximately \$300,000, payable at \$100,000 annually. The final payment of the contract is due this year. Before the final payment is remitted, the contract is being presented to the Board for review and approval.

**SUMMARY OF PROGRAMS/ACTIVITIES:** The CampusLabs contract, which was entered into on or about June 14, 2016, required Board approval pursuant to the Gold Book: Bylaws of the Kentucky State University Board of Regents, Article II, Section 2(p). Article II, Section 2(p) of the Gold Book states that the Board shall, “[a]pprove any appropriation, expenditure, disbursement or contract greater than \$50,000...” As such, the contract is being presented to the Board for review and approval before final payment is remitted.

**ALIGNMENT WITH STRATEGIC GOALS:** Goal 3— Increase the University's Financial Strength and Operational Efficiency. The approval and execution of these contracts will increase the University's financial strength and operational efficiency by reducing University operating costs and streamlining University wide operational programs.

Goal 5— Obtain Maximum Institutional Effectiveness through the Implementation of a Continuous Quality Improvement Process framed within the seven Baldrige Performance Excellence in Education criteria. The approval and execution of these contracts will increase institutional effectiveness by streamlining University wide operational programs.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

**COMMITTEE/PROGRAM ACTION:** N/A

**PROGRAM IMPLICATIONS:** The University as a whole will benefit from the approval and execution of the contracts.

**FISCAL IMPLICATIONS:** It is anticipated the University will be able to reduce operational costs and increase operational efficiency through the contract.

**ATTACHMENTS:** CampusLabs contracts and invoices

**RECOMMENDATION:** Approve CampusLabs contract.





Please sign:

**Page 8**

**Page 9 (Schedule A)**

Please complete:

**Page 13 (Billing Information Form)**

This entire document should be returned to

**Ashley Reilly**

via email at

**areilly@campuslabs.com**

by

**8/10/2015**



## **Campus Labs, Inc. LICENSE AGREEMENT**

This Campus Labs, Inc. License Agreement (this "Agreement") is entered into by and between:

**Kentucky State University**  
located at  
**400 East Main Street**

**Frankfort, KY 40601**  
("the Institution")

and  
**Campus Labs, Inc.**  
("Campus Labs")  
located at  
**210 Ellicott Street**  
**Buffalo, NY 14203**

**Effective Date:**  
**8/10/2015**

### **1. Definitions.**

"Institution Data" means any electronic data, information or material provided or submitted to Campus Labs through the Program by Institution, or by Users (as the terms are defined below).

"Government Rules" means all applicable laws, regulations and rules promulgated by a state or the federal government, or any agency or department thereof.

"License Term" means the term during which Campus Labs will provide the Program to Institution, as specified in this Agreement.

"License Schedule" means the order documents representing the initial purchase of the Program (and any subsequent amendments agreed to between the parties in writing from time to time) that are made a part of Schedule A to this Agreement from time to time and that specify, among other things, licenses ordered the License Term and the fees therefore.

"Program(s)" means the assessment, accreditation, planning, analytics, retention, and/or any other modules/programs and their specific components and assistance that are specified and selected on the License Schedule attached as Schedule A and additional Licenses.

"Users" means Institution's employees, representatives, consultants, contractors, or agents who are authorized to use the Program and have been supplied user identification and passwords by Institution (or by Campus Labs at Institution's request).

### **2. Program.**

**2.1 Access to Program(s).** During the License Term, Institution shall have access to the Program(s) set forth in Schedule A, subject to this Agreement and the terms and conditions contained therein.

**2.2 Use of the Program(s).** Campus Labs shall make the Program available to Institution on the terms set forth in this Agreement and the License Schedules attached hereto. This Agreement grants Institution certain rights to access to the Program(s) as described herein. By accessing the software or otherwise using the Program(s), Institution agrees to be bound by the terms of this license. The Programs are designed for collective reporting of Institution Data. This data is reported online to a database hosted and maintained by Campus Labs that provides secure access for Institution via Institution username(s) and password(s), and in some cases, is designed to be combined with other institutional datasets.



**2.3 Institution Use.** Institution's licensed Users may use the Program only to access Institution's own data and to fulfill Institution's internal information processing needs. Institution may not sublicense, resell, publish, transmit, broadcast or otherwise distribute all or any portion of the Program to any person or entity, except as expressly set forth herein, or use it to process the data of a third party.

**2.4 Institution Responsibilities.** Institution is responsible for all activities that occur under Institution's User accounts. Institution shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Institution Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Program, and notify Campus Labs promptly of any such unauthorized use; (iii) be responsible for acquiring and maintaining the software, equipment and communications Programs necessary to connect to the Program and to download, print and otherwise process data delivered by the Program, and (iv) comply with all applicable local, state, federal, and foreign laws in using the Program.

**2.5 Technical & Support Programs.** During the License Term, the Institution will have access to technical support and support Programs ("Standard Programs"). Included in Standard Programs are telephone and online support and consulting, professional development webinars, and available Program updates.

**2.6 Additional Programs.** Support Programs that are beyond the scope of Standard Programs may call for significant consultations, research, development, analysis, and/or on-site training ("Additional Programs"), unless otherwise specified in the License Schedule, will be charged to Institution as fees for such Programs. In cases where requests made by Institution are not Standard Programs, but rather Additional Programs, such requests will be clearly identified as Additional Programs to Institution for approval before any fees are incurred.

### **3. Fees & Payment.**

**3.1 Annual Fees.** Institution agrees to pay Campus Labs an annual subscription fee for the Program(s) in an amount specified in Schedules A, B, and any subsequent amendments for the purchase of additional products. Institution agrees to pay Campus Labs the annual subscription fee within thirty (30) days of the Effective Date of this Agreement. Thereafter, for the term of the Agreement, Institution agrees to pay Campus Labs the annual subscription fee on or before the anniversary of the Effective Date of each respective calendar year. Upon renewal of the License(s), Campus Labs shall increase the pricing by a variance of 4% for each Program on an annual basis for the term(s) of the Agreement.

**3.2 Invoicing & Payment.** Campus Labs shall invoice Institution for any and all fees relating to the Program, including any late charges, in accordance with the terms of the relevant License Schedule.

**3.3 Suspension of Program(s).** If Institution's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Campus Labs reserves the right after notice of overdue payment to Institution to suspend the Program provided to Institution, without liability to Institution, until such amounts are paid in full.

**3.4 Taxes.** Campus Labs's fees are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature ("Taxes"), and Institution is responsible for payment of all Taxes, excluding only taxes based on Campus Labs's net income. If Campus Labs has the legal obligation to pay or collect taxes for which Institution is responsible pursuant to this Section 3.4, the appropriate amount shall be billed to and paid by Institution unless Institution provides Campus Labs with a valid tax exemption certificate authorized by the appropriate taxing authority.

**3.5 Billing & Contact Information.** Institution shall maintain complete, accurate and up-to-date Institution billing and contact information with Campus Labs.

### **4. Proprietary Rights.**

**4.1 Reservation of Rights.** Institution acknowledges that in providing the Program, Campus Labs utilizes (i) the Campus Labs and Campus Labs names, the Campus Labs, Campus Labs, campuslabs.com logos, the campuslabs.com domain name, the product names associated with the Program and other trademarks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "Campus Labs Technology") and that the Campus Labs Technology is covered by intellectual property rights owned or licensed by Campus Labs ("Campus Labs IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in the Campus Labs IP Rights are granted to Institution and all such rights are hereby expressly reserved.



4.2 License Grants. Campus Labs grants Institution and its Users a non-exclusive, non-transferable, non-sublicenseable right to access and use the Program for the purpose for which it is made available to Institution and otherwise in accordance with the terms of this Agreement.

4.3 Restrictions. Institution shall not (i) modify, copy or make derivative works based on the Campus Labs Technology; (ii) disassemble, reverse engineer, or decompile any of the Campus Labs Technology; or (iii) "frame" or "mirror" any of Campus Labs's content which forms part of the Program (other than on Institutions' own internal intranets). Institution shall have the limited right to create Internet links to or from the Program; however, Campus Labs reserves the right, at its reasonable discretion, to terminate the use of any and all link(s) to and from its Program.

4.4 Institution Data. As between Campus Labs and Institution, all Institution Data, whether posted by Institution or by third parties, remains the sole property of Institution. To the extent that Institution grants Campus Labs access to Institution Data, Institution shall restrict Campus Labs's access to such Institution Data except as necessary for Campus Labs to perform the Programs. Institution Data shall be considered Confidential Information, subject to the terms of this Agreement. Campus Labs may access Institution's User accounts, including without limitation Institution Data, to respond to Program or technical problems. At all times during and after the License Term, all survey data sets Institution generates shall remain the exclusive property of Institution. If Institution should choose to utilize data sets to participate in any group or "benchmarking" projects, ownership of the resulting data sets will be governed by the written agreements associated with that project.

4.5 Ownership of Contacts. During and after the License Period, all Institution-specific contact sets (including email address, identification numbers or identities of students or other Institution constituents) shall remain the exclusive property of the Institution and qualify as "Confidential" as defined below and subject to the restrictions of the Family Educational Rights and Privacy Act and regulations promulgated thereunder ("FERPA"). Institution and Campus Labs acknowledge that, by Campus Labs's provision of the Program(s), Campus Labs is a "school official" with "legitimate educational interests" under FERPA and Institution may disclose personally identifiable information ("PII") of students, as that term is defined under FERPA, to Campus Labs for limited use in connection with operating the Program(s). Campus Labs will not disclose student PII to third parties or use it for any purpose other than performing its obligations hereunder.

## **5. Confidentiality.**

5.1 Definition of Confidential Information. As used herein, "Confidential Information" means all information of a party ("Disclosing Party") which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party ("Receiving Party"), including without limitation the terms and conditions of this Agreement, Institution Data, the Campus Labs Technology, the Program, business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Institution Data shall be deemed Confidential Information regardless of its written designation. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except as may be required to be disclosed under Government Rules or to comply with legal processes.

5.3 Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

5.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## **6. Warranties & Disclaimers.**



**6.1 Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. Campus Labs represents and warrants that the Program will perform substantially in accordance with the online Campus Labs help documentation under normal use and circumstances.

**6.2 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, Campus Labs MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. Campus Labs HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **7. Mutual Indemnification.**

**7.1 Indemnification by Campus Labs.** Subject to this Agreement, Campus Labs shall defend, indemnify and hold Institution harmless against any loss or damage (including without limitation reasonable attorneys' fees) incurred in connection with claims demands, suits, or proceedings ("Claims") made or brought against Institution by a third party (i) so far as they are based on a claim that the Program infringes a U.S. copyright or existing U.S. patent issued as of the Effective Date; or (ii) arising from a breach of this Agreement by Campus Labs; provided, that Institution (a) promptly gives written notice of the Claim to Campus Labs; (b) gives Campus Labs sole control of the defense and settlement of the Claim (provided that Campus Labs may not settle or defend any Claim unless it unconditionally releases Institution of all liability); and (c) provides to Campus Labs, at Campus Labs's cost, all reasonable assistance. Campus Labs shall have no obligations to Institution under this Section 7.1 to the extent such Claims arise from Institution's or its User's breach of this Agreement or from the unauthorized combination of the Program with any of Institution's products, Programs, hardware or business processes. If a Claim has occurred, or in Campus Labs's opinion is likely to occur, Institution agrees to permit Campus Labs, at its option and expense, either to: (a) procure for Institution the right to continue using the Program; (b) replace or modify the Program so that it becomes non-infringing; or (c) cease to provide the Program, and refund to Institution any prepaid fees for the discontinued Program for the current annual term, reduced by one-twelfth of the amount thereof for each one-month period or part thereof during which Institution had use of the Program.

**7.2 Indemnification by Institution.** Subject to this Agreement, Institution shall defend, indemnify and hold Campus Labs harmless against any loss or damage (including without limitation reasonable attorneys' fees) incurred in connection with Claims made or brought against Campus Labs by a third party (i) alleging that Institution Data, or the use thereof by either party, has caused harm to a third party or infringes the intellectual property rights of a third party or (ii) arising from breach of this Agreement by Institution; provided, that Campus Labs (a) promptly gives written notice of the Claim to Institution; (b) gives Institution sole control of the defense and settlement of the Claim (provided that Institution may not settle or defend any Claim unless it unconditionally releases Campus Labs of all liability); and (c) provides to Institution, at Institution's cost, all reasonable assistance. Institution shall have no obligations to Campus Labs under this Section 7.2 to the extent such Claims arise from Campus Labs's breach of this Agreement or Institution's use of Institution Data as authorized and contemplated by this Agreement. The foregoing indemnity shall not apply to any infringement arising out of any use of the Program(s) in any manner not authorized herein.

**7.3 Security Breach.** In the event that the failure of either party (the "breaching party") to implement and maintain appropriate safeguards results in a breach of the security of Institution Information, the breaching party shall, at its expense, provide any consumer notification required by Government Rules.

## **8. Limitation of Liability.**

**8.1 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AGGREGATE AMOUNT OF ANNUAL SUBSCRIPTION FEES PAYABLE OVER THE CURRENT TERM OF THIS AGREEMENT.



**8.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR PROGRAMS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

**8.4 External, Third Party Technology.** During the License Term, Institution may choose to leverage technical platforms, tools and support from independent third parties to enhance the Programs, such as offerings from Apple, Palm, Facebook, and others (the "Third Parties"). In these cases, certain information provided by Institution to these Third Parties may be transmitted, posted, and/or used by these Third Parties in accordance with the respective Terms of Programs of such Third Parties and may be governed under these separate agreements. Campus Labs is independent of any such Third Parties and makes no representation or warranty concerning them or their actions or technology; all of which shall remain Institution's sole risk and responsibility and Campus Labs disclaims any and all responsibility or liability in connection therewith.

## **9. License Term & Termination.**

**9.1 License Term of Agreement and Renewal(s).** The initial term of this Agreement will end on the first anniversary of the Effective Date as specified in Schedule A and subsequent amendments thereto. This Agreement will automatically extend for three (3) additional one-year periods, unless at least 120 days prior to the end of the current term, either party notifies the other party in writing of its desire not to extend the Term of this Agreement.

**9.2 Term of Use.** Institution agrees that the License Term for each respective module listed in the License Schedule attached hereto as Schedule A or in any additional License Schedule(s), shall commence on the Effective Date. Institution agrees to pay Campus Labs the annual Institution fee for each respective module by each anniversary of the Effective Date during the Term of this Agreement. Campus Labs will invoice Institution for the annual Institution fee(s) no later than thirty (30) days prior to the anniversary of the Effective Date of this Agreement. Institution licenses shall continue for the License Term specified in the relevant License Schedule.

**9.3 Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period. Upon any termination for cause by Institution, Campus Labs shall refund Institution any prepaid fees for the period after the date of termination.

**9.4 Return of Institution Data.** Upon written request by Institution within ninety (90) days of the effective date of termination, Campus Labs shall make available to Institution a file of Institution Data. After such ninety (90) day period, Campus Labs shall have no obligation to maintain or provide any Institution Data.

**9.5 Surviving Provisions.** The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 3, 4 (excluding Sections 4.2 and 4.4), 5, 6, 7, 8, 9 and 10.

## **10. General Provisions**

**10.1 Notices.** All notices under this Agreement shall be in writing and delivered in person, by courier, by facsimile (receipt acknowledged), by postage prepaid first class, certified or registered mail, electronic mail, and addressed as provided below the signatures to this Agreement.

**10.2 Waiver & Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.3 Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, the remainder of this Agreement shall not be impaired, and each provision shall continue in full force, and shall be enforceable to the fullest extent permitted by law and consistent with the present goals and intent of the parties.



**10.4 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted assignment or delegation in contravention of this Section shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement without consent of the other party to any person who succeeds by merger, acquisition or otherwise. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.5 Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Delaware, without regard to its conflict of law provisions.

**10.6 Force Majeure.** Neither party shall be in default nor liable for any failure in performance or loss or damage under this Agreement due to any cause beyond its control.

**10.7 Entire Agreement & Construction.** This Agreement, License Schedules, and subsequent Amendments constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be amended, except by an agreement in writing which is signed by authorized representatives of Campus Labs and Institution.

*[Signatures are located on the following page]*



IN WITNESS WHEREOF, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.

**Kentucky State University**

By: \_\_\_\_\_

Name: Dereia Thomas

Title, Department: Asst. VP Assessment & Evaluation

Date: 5-6-16

**Campus Labs, Inc.**

By: Eric Reich

Name: Eric Reich

Title: President

Date: 5/17/2016

**Payment Details:** Upon receipt of executed documentation by fax or scan, an invoice will be provided from Campus Labs via email. All payments are due "net 30" upon receipt of invoice. All payments are due in US Dollars.





# Schedule A

Quote Date 4/22/2016

Contract Years 1  
Enrollment 2,370

Kentucky State University  
400 East Main Street  
Frankfort, KY 40601

Contact  
Title Deneia Thomas  
Asst. Vice President, Academic Affairs  
Phone 502-597-5531  
Email deneia.thomas@kysu.edu

Representative  
Email Ashley Reilly  
areilly@campuslabs.com  
Phone 716-652-9400 X7633

Ver. 15-4-L

Description	Price	Start	2015
Accreditation Park (In) \$	750	2015	\$ 750
Annual Price			\$ 750
Net Annual Price			\$ 750
Total Contract Price			\$ 750

Campus Labs:

Accepted by

5/17/2016  
Date

8/10/2015  
Effective Date

8/9/2016  
Expiration Date

Institution:

Accepted by

5-6-16  
Date

A  
License Schedule

Refer to Campus Labs License Agreement for terms and conditions

Refer to Schedule B Addendum for license and product information



## Campus Labs Billing Information Form

Relevant Information for Procurement/Finance

### Primary Contact Information

Institution Name: Kentucky State University

Primary Contact: Deneia Thomas  
Title: Asst. Vice President, Academic Affairs

Mailing Address: 400 East Main Street

City, ST ZIP: Frankfort, KY 40601

Phone: 502-597-5531 Fax: \_\_\_\_\_

Email: deneia.thomas@kysu.edu

Send invoices to my attention: Yes ☒ No ☐

### Billing Information (if different than above)

Billing Contact: \_\_\_\_\_  
Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, ST ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Will Campus Labs be issued a PO for this requisition? Yes ☐ No ☐

Is a Campus Labs invoice required for PO generation? Yes ☒ No ☐

PO number is provided: \_\_\_\_\_

Campus Relations Contact: **Ashley Reilly**

T: 716.270.0000

F: 716.652.2689

210 Ellicott Street

Buffalo, NY 14203

[www.campuslabs.com](http://www.campuslabs.com)



## Product and Licensing Information - Schedule B

	Academic Affairs License	Student Affairs License	Institution License
<b>Accreditation</b> <ul style="list-style-type: none"> <li>• Pre-loaded accreditation site</li> <li>• Dashboard views to manage workflow</li> <li>• Export to Microsoft Word and Adobe PDF</li> </ul>	---	---	---
<b>✓ Accreditation - Park</b> <ul style="list-style-type: none"> <li>• Ongoing hosting and maintenance of completed accreditation site</li> <li>• Read only access to completed accreditation site</li> </ul>	---	---	AP
<b>Accreditation - Additional Template</b> <ul style="list-style-type: none"> <li>• Pre-loaded program or specialty accreditation template</li> <li>• Additional template pricing requires at least two active accreditation sites</li> </ul>	---	---	---
<b>Baseline</b> <ul style="list-style-type: none"> <li>• Web-based assessment tools, including surveys and rubrics</li> <li>• Mobile data collection using native Apple mobile app</li> <li>• Ability to upload data from paper surveys, national studies, or other assessments</li> <li>• Catalog customized reports (saved views of data) for future reporting</li> <li>• Reporting tools including frequency tables, filters, graphs, and crosstabs</li> <li>• Comparison analysis and benchmarking reports</li> <li>• Formative assessment polling tools for classroom/audiences</li> <li>• Key Performance Indicators</li> <li>• Export results in multiple formats including SPSS export option</li> </ul>	---	---	---
<b>Beacon</b> <ul style="list-style-type: none"> <li>• Administration of web-based student strengths inventory</li> <li>• Customizable individual student success report</li> <li>• Ability to customize access levels</li> <li>• Data integration and data sourcing with additional Campus Labs products</li> <li>• Alert and notation tools</li> <li>• Web-based reporting tools</li> <li>• Student-to-staff online meeting requests and confirmations</li> <li>• Meeting tracking and notation tools</li> </ul>	---	---	---



## Product and Licensing Information - Schedule B

### CollegiateLink Base

- Card Swipe Attendance Tracking
- Co-Curricular Transcript and Learning outcomes feature
- Custom Form Builder
- Data Reporting and Export Tools
- Event Management Tools for event promotion and approval of campus-wide events
- Group management tools such as: photo galleries, document management, calendaring and news
- Organization election tools
- Service hour tracking
- Social Media integration with Facebook, Twitter and other popular platforms
- SMS text messaging

Academic Affairs License	Student Affairs License	Institution License
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### CollegiateLink Add-on Modules:

- Campus-wide Election Tools for running student body elections or campus-wide pools; can restrict ballots by class year, school of enrollment, or any custom segment
- Co-Curricular Progress Tracking Tools to automate tracking of progress across task assignments or curriculums based on achievement or campus-wide experiences
- Finance and Budgeting Tools to streamline fee allocation processes with an accounting system for approval-based funding and purchase requests
- Web Services API for extracting data in real-time or batch import such as SIS demographic or EMS locations/availability on a daily basis

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## Product and Licensing Information - Schedule B

Academic Affairs License

Student Affairs License

Institution License

### CollegiateLink Enterprise

- Access to all the CollegiateLink components
- Access to all four of the Add-on Modules
- On-Campus (one visit during first year of license agreement) implementation and training where consultants will spend a day training staff and students

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### Course Evaluations

- Web-hosted data collection and reporting system
- Data Collection via secure login, portal integration or e-mail invitation
- Dynamic course evaluation driven by instructor, course, and student data
- Real time response rates monitor and access to results
- Scheduled report delivery for faculty
- Benchmarking tools for analysis by course, department, or over time
- Electronic reports via e-mail or system log in
- Questions entered into a catalog can be applied to colleges, departments and programs
- Comparison reporting by college, department, program and course
- Export data to csv file

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### Course Evaluations with IDEA SRI

- Faculty ability to choose appropriate Learning Objectives per course section
- Administration of the 47 question IDEA Diagnostic Feedback
- Administration of the 18 question Learning Outcomes and 10 question Teaching Methods forms
- Customized questions for College, Department, Program or Course
- Unit Summary reports available by Institution defined heirarchies

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## Product and Licensing Information - Schedule B

Academic Affairs License

Student Affairs License

Institution License

### Planning

- Enter mission, goals, objectives, and outcomes in customized forms
- Connect department plans to division and institutional items
- Integrate assessment evidence, including direct and indirect measures
- Custom report wizard
- Export to Microsoft Word, Excel and Adobe PDF

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### Program Review (\*)

- Departmental review templates
- Document narratives and incorporate evidence of achievement
- Dashboard views to manage workflow
- Export to Microsoft Word and Adobe PDF
- CAS self-assessment guides included with student affairs and institutional license

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\*If Institution purchases the above module containing the CAS Standards, Campus Labs may share the Institution's name, address, and contact information with CAS.

### Insight

- Pre-built data models incorporate transaction and experiential data elements
- Create interactive dashboards, reports, and narratives
- Build metrics from select Campus Labs tools to expand data models
- Provide access and governance to users around data
- Connected defined student data to provide updated reporting values

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**XXXX** Letter code indicates licensing is included in this schedule

**---** Indicates licensing is not included in this schedule



## CAMPUS LABS, INC. LICENSE AGREEMENT

This Campus Labs, Inc. License Agreement (this “Agreement”) is entered into by and between:

**Kentucky State University**

located at

**400 E. Main Street**

**Frankfort, KY**

**40601**

(“the Institution”)

and

**Campus Labs, Inc.**

(“Campus Labs”)

located at

**210 Ellicott Street, Suite 200**

**Buffalo, NY 14203**

**Effective Date:**

**7/01/2016**

### 1. Definitions.

“**Agreement**” means this License Agreement, including the fee and license schedules (“Schedules”), any exhibit (“Exhibits”), or purchase order (“Purchase Order”) to the Agreement that are attached hereto as of the Effective Date (and any subsequent amendments that are mutually agreed to in writing by the parties). In the event of any conflict between the documents as mentioned herein, the order of precedence to resolve such conflict shall be the same as the document order set forth above.

“**Institution Data**” means any electronic data, information or material provided or submitted to Campus Labs through the Program(s) by Institution, or by Users (as the terms are defined below).

“**Government Rules**” means all applicable laws, regulations and rules promulgated by a state or the federal government, or any agency or department thereof.

“**License Term**” means the term during which Campus Labs will provide the Program(s) to Institution, as specified in this Agreement.

“**License Schedule(s)**” means the order documents representing the initial purchase of the Program(s) that are made a part of the Schedule(s) to this Agreement, specifying, among other things, licenses ordered during the License Term and the fees therefore.

“**Program(s)**” means the assessment, accreditation, planning, analytics, retention, and/or any other modules/programs and their specific components and assistance that are specified and selected on the License Schedule attached herein, which may include additional Licenses.

“**Users**” means Institution’s employees, representatives, consultants, contractors, volunteers, student, or agents who are authorized to use the Program(s) through user identification and passwords supplied by Institution (or by Campus Labs at Institution’s request).

### 2. Institution’s Use of Program(s) and Responsibilities.

**2.1 Access to Program(s).** During the License Term, Institution shall have access to the Program(s) set forth in the License Schedules, subject to this Agreement and the terms and conditions contained therein.

**2.2 License Grants.** Campus Labs grants Institution and its Users a non-exclusive, non-transferable, non-sublicenseable right to access and use the Program(s) for the purpose for which it is made available to Institution and otherwise in accordance with the terms of this Agreement.

**2.3 Use of the Program(s).** Campus Labs shall make the Program(s) available to Institution on the terms set forth in this Agreement and the License Schedules attached hereto. This Agreement grants Institution certain rights to access to the [www.campuslabs.com](http://www.campuslabs.com)



Program(s) as described herein. By accessing the software or otherwise using the Program(s), Institution agrees to be bound by the terms of this license. The Program(s) are designed for collective reporting of Institution Data. This data is reported online to a database hosted and maintained by Campus Labs that provides secure access for Institution via Institution username(s) and password(s), and in some cases, is designed to be combined with other institutional datasets.

**2.4 Institution Use.** The Program(s) may only be used for lawful purposes, and any posting or transmission of data or other use of the Program(s) in violation of any applicable state, federal or other law is strictly prohibited. Campus Labs reserves the right to remove material that it deems harmful, obscene or in any way threatening to the safety, security, and enjoyment of its subscribers. Institution's licensed Users may use the Program only to access Institution's own data and to fulfill Institution's internal information processing needs. Institution may not sublicense, resell, publish, transmit, broadcast or otherwise distribute all or any portion of the Program to any person or entity, except as expressly set forth herein, or use it to process the data of a third party.

## **2.5 Institution Responsibilities.**

**2.5.1 Institution Use of Product.** Institution is responsible for all activities that occur under Institution's User accounts. Institution shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Institution Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Program(s), and notify Campus Labs promptly of any such unauthorized use; (iii) be responsible for acquiring and maintaining the software, equipment and communications Programs necessary to connect to the Program(s) and to download, print and otherwise process data delivered by the Program(s), and (iv) comply with all applicable local, state, federal, and foreign laws in using the Program(s); and (v) Pursuant to Section 4.4, Institution Data; acknowledges and understands that neither Campus Labs' Product, Campus Labs Technology, or systems are configured to directly or indirectly receive and store Institution Data, or any other information relating to: (a) government issued identifications, including, but not limited to, Social Security Numbers (in whole or in part) and Individual Taxpayer Identification Numbers; (b) unauthorized third party content; or (c) personal health information ("PHI"), and that Campus Labs is neither a "Covered Entity" nor a "Business Associate." As those terms are defined in Health Insurance Portability and Accountability Act ("HIPAA"). Institution agrees that Campus Labs may terminate this Agreement immediately, if Institution is found to be in violation of any party of any part of this provision.

**2.5.2 Institution Use Restriction.** Institution shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or Program(s); or (iv) interfere with or disrupt the integrity or performance of the Program(s) or the data contained therein.

**2.5.3 Institution Intellectual Property Restriction.** Institution shall not (i) modify, copy or make derivative works based on the Campus Labs Technology; (ii) disassemble, reverse engineer, or decompile any of the Campus Labs Technology; or (iii) "frame" or "mirror" any of Campus Labs' content which forms part of the Program(s) (other than on Institutions' own internal intranets). Institution shall have the limited right to create Internet links to or from the Program(s); however, Campus Labs reserves the right, at its reasonable discretion, to terminate the use of any and all link(s) to and from its Program(s).

**2.6 Technical & Support Program(s).** During the License Term, the Institution will have access to technical support and support Programs ("Standard Programs"). Included in Standard Programs are telephone and online support and consulting, professional development webinars, and available Program updates.

**2.7 Additional Programs.** Support Programs that are beyond the scope of Standard Programs may call for significant consultations, research, development, analysis, and/or on-site training ("Additional Programs"), unless otherwise specified in the License Schedule, will be charged to Institution as fees for such Program(s). In cases where requests made by Institution are not Standard Programs, but rather Additional Programs, such requests will be clearly identified as Additional Programs to Institution for approval before any fees are incurred.

## **3. Fees & Payment.**

**3.1 Annual Fees.** Institution agrees to pay Campus Labs an annual subscription fee for the Program(s) in an amount specified in the attached License Schedules, and any subsequent amendments for the purchase of additional products. Institution agrees to pay Campus Labs the annual subscription fee within thirty (30) days of the Effective Date of this Agreement. Thereafter, for the term of the Agreement, Institution agrees to pay Campus Labs the annual subscription fee on or before the anniversary of the Effective Date of each respective calendar year. Upon renewal of the License(s), Campus Labs shall increase





the pricing by a variance of 4% for each Program(s) on an annual basis for the term(s) of the Agreement.

**3.2 Invoicing & Payment.** Campus Labs shall invoice Institution for any and all fees relating to the Program(s), including any late charges, in accordance with the terms of the relevant License Schedule.

**3.3 Suspension of Program(s).** If Institution's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Campus Labs reserves the right after notice of overdue payment to Institution to suspend the Program(s) provided to Institution, without liability to Institution, until such amounts are paid in full.

**3.4 Taxes.** Campus Labs' fees are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature ("Taxes"), and Institution is responsible for payment of all Taxes, excluding only taxes based on Campus Labs' net income. If Campus Labs has the legal obligation to pay or collect taxes for which Institution is responsible pursuant to this Section 3.4, the appropriate amount shall be billed to and paid by Institution unless Institution provides Campus Labs with a valid tax exemption certificate authorized by the appropriate taxing authority.

**3.5 Billing & Contact Information.** Institution shall maintain complete, accurate and up-to-date Institution billing and contact information with Campus Labs.

#### 4. Proprietary Rights.

**4.1 Reservation of Rights.** Institution acknowledges that in providing the Program(s), Campus Labs utilizes: (i) the Campus Labs and OrgSync names, campuslabs.com and the orgsync.com domain names, the product names associated with the Program(s), OrgSync, and other trademarks; (ii) certain audio and visual information, documents, software and other works of authorship; (iii) any work product; including, but not limited to, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided to you in relation to the Program(s); and (iv) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions, pre-existing or independently developed materials which are used in connection with the Program(s), and other tangible or intangible technical material or information (collectively, "Campus Labs Technology") and that the Campus Labs Technology is covered by intellectual property rights owned or licensed by Campus Labs, and derivatives thereof ("Campus Labs IP Rights"). Other than as expressly set forth in this Agreement, no license or other rights in the Campus Labs IP Rights are granted to Institution and all such rights are hereby expressly reserved.

**4.2 Institution Data.** As between Campus Labs and Institution, all Institution Data, whether posted by Institution or by third parties, remains the sole property of Institution. To the extent that Institution grants Campus Labs access to Institution Data, Institution shall restrict Campus Labs' access to such Institution Data except as necessary for Campus Labs to perform the Programs. Furthermore; Campus Labs may adapt, modify, add to, translate, manipulate, restructure, and reformat the Institution Data as necessary to create, modify, and maintain the course of using the Program(s). Institution Data shall be considered Confidential Information, subject to the terms of this Agreement. Campus Labs may access Institution's User accounts, including without limitation Institution Data, to respond to Program(s) or technical problems. At all times during and after the License Term, all data generated by Institution shall remain the exclusive property of Institution. If Institution should choose to utilize data sets to participate in any group or "benchmarking" projects, ownership of the resulting data sets will be governed by the written agreements associated with that project.

INSTITUTION IS SOLELY RESPONSIBLE FOR ALL INSTITUTION DATA AND OTHER DATA AND INFORMATION PROVIDED TO CAMPUS LABS OR RECEIVED BY OR COLLECTED FROM THE PROGRAM(S). CAMPUS LABS SHALL NOT BE LIABLE TO INSTITUTION OR ANY OF INSTITUTION'S USERS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH SUCH INSTITUTIONAL DATA, AND OTHER INFORMATION PROVIDED TO CAMPUS LABS.

**4.3 Ownership of Contacts.** During and after the License Period, all Institution-specific contact sets (including, but not limited to, personal identifiers such as name, phone numbers, address, email address, identification numbers or identities of students or other Institution constituents, or date of birth) shall remain the exclusive property of the Institution and qualify as "Confidential" as defined below and subject to the restrictions of the Family Educational Rights and Privacy Act and regulations promulgated thereunder ("FERPA"). Institution and Campus Labs acknowledge that, by Campus Labs' provision of the Program(s), Campus Labs is a "school official" with "legitimate educational interests" under FERPA and Institution may disclose personally identifiable information ("PII") of students, as that term is defined under FERPA, to Campus Labs for limited use in connection with operating the Program(s). Campus Labs will not disclose student PII to third parties or use it for any purpose other than performing its obligations hereunder.

#### 5. Confidentiality.



**5.1 Definition of Confidential Information.** As used herein, “Confidential Information” means all information of a party (“Disclosing Party”) which the Disclosing Party designates in writing as being confidential when it discloses such information to the other party (“Receiving Party”), including without limitation the terms and conditions of this Agreement, Institution Data, the Campus Labs Technology, the Program(s), business and marketing plans, technology and technical information, product designs, and business processes (whether in tangible or intangible form, in written or in machine readable form, or disclosed orally or visually). Institution Data shall be deemed Confidential Information regardless of its written designation. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party’s breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party’s breach of any obligation owed to the Disclosing Party.

**5.2 Confidentiality.** The Receiving Party; including its employees, affiliates, or agents shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except as may be required to be disclosed under Government Rules or to comply with legal processes.

**5.3 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

**5.4 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## **6. Warranties & Disclaimers.**

**6.1 Warranties.** Each party represents and warrants that: (i) it has the legal power to enter into this Agreement; and (ii) it is the owner of, has a license to use, or has secured necessary rights or permissions from any third party use of copyrights, patents, trademarks, trade secrets, or other intellectual property granted or conveyed herein, and that any rights, licenses, or other uses granted by such party do not infringe or misappropriate any right of any third party. Campus Labs represents and warrants that the Program(s) will perform substantially in accordance with the online Campus Labs help documentation under normal use and circumstances.

**6.2 Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, CAMPUS LABS MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CAMPUS LABS HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **7. Mutual Indemnification.**

**7.1 Indemnification by Campus Labs.** Subject to this Agreement, Campus Labs shall defend, indemnify and hold Institution harmless against any cost, damage, liability (including without limitation reasonable attorneys’ fees) incurred in connection with claims demands, suits, or proceedings (“Claims”) made or brought against Institution by a third party (i) so far as they are based on a claim that the Program(s) infringes a U.S. copyright or existing U.S. patent issued as of the Effective Date; or (ii) arising from Campus Labs’ negligence or willful misconduct of this Agreement; provided, that Institution (a) promptly gives written notice of the Claim to Campus Labs; (b) gives Campus Labs sole control of the defense and settlement of the Claim (provided that Campus Labs may not settle or defend any Claim unless it unconditionally releases Institution of all liability); and (c) provides to Campus Labs, at Campus Labs’ cost, all reasonable assistance. Campus Labs shall have no obligations to Institution under this Section 7.1 Claims which arise from Institution’s or its User’s breach, negligence or willful misconduct of this Agreement, or from the unauthorized combination of the Program(s) with any of Institution’s products, Programs, hardware or business processes. If a Claim has occurred, or in Campus Labs’ opinion is likely to occur, Institution agrees to permit Campus Labs, at its option and expense, either to: (a) procure for Institution the right to continue using the Program(s); (b) replace or modify the Program(s) so that it becomes non-infringing; or (c) cease to provide the Program(s), and refund to Institution any prepaid fees for the discontinued Program(s) for the current annual term, reduced by one-twelfth of the amount thereof for each one-month period or part thereof during which Institution had use of the Program(s).

**7.2 Indemnification by Institution.** Subject to this Agreement, Institution shall defend, indemnify and hold Campus Labs harmless against any cost, damage, liability (including without limitation reasonable attorneys’ fees) incurred in connection with claims demands, suits, or proceedings (“Claims”) made or brought against Campus Labs by a third party (i) so far as they are based on a claim that the Program(s) infringes a U.S. copyright or existing U.S. patent issued as of the Effective Date; or (ii) arising from Institution’s negligence or willful misconduct of this Agreement; provided, that Campus Labs (a) promptly gives written notice of the Claim to Institution; (b) gives Institution sole control of the defense and settlement of the Claim (provided that Institution may not settle or defend any Claim unless it unconditionally releases Campus Labs of all liability); and (c) provides to Institution, at Institution’s cost, all reasonable assistance. Institution shall have no obligations to Campus Labs under this Section 7.2 Claims which arise from Campus Labs’ or its User’s breach, negligence or willful misconduct of this Agreement, or from the unauthorized combination of the Program(s) with any of Institution’s products, Programs, hardware or business processes. If a Claim has occurred, or in Institution’s opinion is likely to occur, Campus Labs agrees to permit Institution, at its option and expense, either to: (a) procure for Campus Labs the right to continue using the Program(s); (b) replace or modify the Program(s) so that it becomes non-infringing; or (c) cease to provide the Program(s), and refund to Campus Labs any prepaid fees for the discontinued Program(s) for the current annual term, reduced by one-twelfth of the amount thereof for each one-month period or part thereof during which Campus Labs had use of the Program(s).



with Claims made or brought against Campus Labs by a third party (i) alleging that Institution Data, or the use thereof by either party, has caused harm to a third party or infringes the intellectual property rights of a third party; (ii) relating to the Institution Data or the Institution's breach of the obligations, set forth in Sections 2 above or otherwise relating to the Users use or misuse of the Program(s); or (iii) arising from Institution's negligence or willful misconduct of this Agreement; provided, that Campus Labs (a) promptly gives written notice of the Claim to Institution; (b) gives Institution sole control of the defense and settlement of the Claim (provided that Institution may not settle or defend any Claim unless it unconditionally releases Campus Labs of all liability); and (c) provides to Institution, at Institution's cost, all reasonable assistance. Institution shall have no obligations to Campus Labs under this Section 7.2 to the extent such Claims arise from Campus Labs' negligence or willful misconduct of this Agreement, Campus Labs' negligent use of Institution's Data, or Institution's use of Institution Data as authorized and contemplated by this Agreement. The foregoing indemnity shall not apply to any infringement arising out of any use of the Program(s) in any manner not authorized herein.

**7.3 Security Breach.** In the event that the failure of either party (the "breaching party") to implement and maintain appropriate safeguards results in a breach of the security of the Disclosing Party's Confidential Information, the breaching party shall, at its expense, provide any consumer notification required by Government Rules.

## **8. Limitation of Liability.**

**8.1 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AGGREGATE AMOUNT OF ANNUAL SUBSCRIPTION FEES PAYABLE OVER THE CURRENT TERM OF THIS AGREEMENT.

**8.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR PROGRAMS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

**8.4 External, Third Party Technology.** During the License Term, Institution may choose to leverage technical platforms, tools and support from independent third parties to enhance the Program(s), such as offerings from Apple, API, and others (the "Third Parties"). In these cases, certain information provided by Institution to these Third Parties may be transmitted, posted, and/or used by these Third Parties in accordance with the respective Terms of Programs of such Third Parties and may be governed under these separate agreements. Such Third Parties shall not limit the Institution's right or relieve it from any duties or liabilities hereunder. Campus Labs is independent of any such Third Parties and makes no representation or warranty concerning them or their actions or technology; all of which shall remain Institution's sole risk and responsibility and Campus Labs disclaims any and all responsibility or liability in connection therewith.

## **9. License Term & Termination.**

**9.1 License Term of Agreement and Renewal(s).** The initial term of this Agreement will end on the third anniversary of the Effective Date as specified in Schedule A and subsequent amendments thereto. This Agreement will automatically extend for three (3) additional three-year periods, unless at least 120 days prior to the end of the current term, either party notifies the other party in writing of its desire not to extend the Term of this Agreement.

**9.2 Term of Use.** Institution agrees that the License Term for each respective module listed in the License Schedule attached hereto as Schedule A or in any additional License Schedule(s), shall commence on the Effective Date. Institution agrees to pay Campus Labs the annual Institution fee for each respective module by each anniversary of the Effective Date during the Term of this Agreement. Campus Labs will invoice Institution for the annual Institution fee(s) no later than thirty (30) days prior to the anniversary of the Effective Date of this Agreement. Institution licenses shall continue for the License Term specified in the relevant License Schedule.

**9.3 Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party, provided such breach remains uncured at the expiration of the notice period. Upon any termination



for cause by Institution, Campus Labs shall refund Institution any prepaid fees for the period after the date of termination.

**9.4 Return of Institution Data.** Upon written request by Institution within ninety (90) days of the effective date of termination, Campus Labs shall make available to Institution a file of Institution Data. After such ninety (90) day period, Campus Labs shall have no obligation to maintain or provide any Institution Data.

**9.5 Surviving Provisions.** The following provisions shall survive the termination or expiration of this Agreement for any reason and shall remain in effect after any such termination or expiration: Sections 3, 4 (excluding Sections 4.2 and 4.4), 5, 6, 7, 8, 9 and 10.

## **10. General Provisions**

**10.1 Notices.** All notices under this Agreement shall be in writing and delivered in person, by courier, by facsimile (receipt acknowledged), by postage prepaid first class, certified or registered mail, electronic mail, and addressed as provided below the signatures to this Agreement.

**10.2 Waiver & Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.3 Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, the remainder of this Agreement shall not be impaired, and each provision shall continue in full force, and shall be enforceable to the fullest extent permitted by law and consistent with the present goals and intent of the parties.

**10.4 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempted assignment or delegation in contravention of this Section shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement without consent of the other party to any person who succeeds by merger, acquisition or otherwise. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.5 Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Delaware, without regard to its conflict of law provisions.

**10.6 Force Majeure.** Neither party shall be in default nor liable for any failure in performance or loss or damage under this Agreement due to any cause beyond its control.

**10.7 Entire Agreement & Construction.** This Agreement, License Schedules, and subsequent Amendments constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be amended, except by an agreement in writing which is signed by authorized representatives of Campus Labs and Institution.

*[Signatures are located on the following page]*



**IN WITNESS WHEREOF**, the parties have caused this License Agreement for the components listed above, to be executed on, the date first written below by their authorized officers.

Kentucky State University

By: 

Name:

Title, Department:

Date:

DENEIA M. THOMAS

ASSOC. VP, ACADEMIC ASSISTANT & EVAL.

6/13/16

Campus Labs, Inc.

By: 

Name: Eric Reich

Title: President

Date: June 14, 2016

**Payment Details:** Upon receipt of executed documentation by fax or scan, an invoice will be provided from Campus Labs via email. All payments are due "net 30" upon receipt of invoice. All payments are due in US Dollars.



## Schedule A

(Quote valid for 30 days)

Quote Date 5/6/2016  
 Reference # KYSU050616  
 Contract Years 3  
 FTE 1,800

Kentucky State University  
 400 E. Main Street  
 Frankfort, KY 40601

Contact: Deneia Thomas. PhD  
 Title: Asst. VP, Academic Affairs  
 Phone: 502-597-5531  
 Email: [deneia.thomas@kysu.edu](mailto:deneia.thomas@kysu.edu)

Representative: Andrew Lyle  
 Email: [alyle@campuslabs.com](mailto:alyle@campuslabs.com)  
 Phone: 716-270-0000 Ext. 7670

Ver. 15-12-M

				2016	2017	2018
Description		Price	Start	07/01/16-06/30/17	07/01/17-06/30/18	07/01/18-06/30/19
Renewal	SACS Accreditation*	\$ 4,155	2016	\$ 3,698	\$ 4,321	\$ 4,494
New	Assessment Toolset, Course Evaluations with IDEA, Data Analytics Toolset, CollegiateLink	\$ 111,899	2016	\$ 111,899	\$ 116,375	\$ 121,030
	1 day on-site training	\$ 4,000		\$ 4,000		
Annual Price				\$ 119,597	\$ 120,696	\$ 125,524
Implementation				\$ 20,633		
Multi-Products Discount				\$ (12,800)	\$ (9,310)	\$ (9,682)
Net Annual Price				\$ 127,430	\$ 111,386	\$ 115,842
Total Contract Price						\$ 354,658

\*Existing SACS Accreditation subscription renewal anniversary is August 10 each year. In order to shift that to align with the June 1 renewal date of newly added componets, the 2016 amount is prorated to cover service from 08/10/16 - 06/30/17, or 89% of one year.

 June 14, 2016

Campus Labs:

Accepted by

Date

7/1/2016  
 Effective Date

6/30/2019  
 Expiration Date

Institution:

Accepted by

Date

A  
 License Schedule

Refer to Higher One License Agreement for terms and conditions

Refer to Schedule B Addendum for license and product information



## Product and Licensing Information - Schedule B

Increase coordination in carrying out your academic mission, enhance your understanding of student success, and apply data to take purposeful action toward improvement.

Campus Labs offers a comprehensive academic affairs solution focused on student learning and inclusive of functionality for strategic planning, assessment collection, and outcomes reporting. Your institution can use the Campus Labs platform to more effectively measure learning and development, conduct program reviews, compile achievement reports, highlight faculty credentials, create curriculum maps, and conduct online course evaluations.

### Benefits and Features:

- Set strategic directions by documenting goals, identifying action plans, and creating success criteria
- Document the General Educational curriculum by cataloging outcomes, connecting course objectives to programs, and establishing appropriate learning measures
- Manage resource allocations by apportioning funds for initiatives, assigning resources to strategic decisions, and tracking resource utilization over progress achieved
- Ensure accreditation progress by collecting narratives, uploading evidence, and managing submission workflow
- Collect course and program-level data from course evaluations, course-embedded assessments, and student assignments
- Integrate student experience data including metrics from academic services, student perceptions of campus climate, and both student service hours and experiences
- Measure learning outcomes using pre- and post-tests, student reflections, and rubrics
- Determine effectiveness through employer and alumni assessments, job placement statistics, and internship or clinical experience data
- Conduct program review in order to determine program strengths, opportunities, quality, and impact
- Foster institutional effectiveness by documenting departmental contributions toward the institution mission and tracking progress toward strategic goals and priorities
- Create a comprehensive view of student learning inside and outside of the classroom with curricular and co-curricular data
- Organize and report on faculty credentials including teaching assignments, research and service activities, qualifications, and professional development experiences
- Generate curriculum maps showing the connection between courses and learning outcomes in order to highlight gaps between the curriculum and course objectives



## Product and Licensing Information - Schedule B

Enhance your efforts to create a student experience that is engaging, supportive, and success-oriented by centralizing, organizing, and increasing student involvement opportunities.

Campus Labs offers a comprehensive student engagement solution that provides institutions with the ability to manage student co-curricular organizations, curriculums, programs, events, and services—all as a part of encouraging growth and development for students as they engage in these co-curricular activities. Your institution can also use the Campus Labs platform in areas across the entire institution in order to achieve a variety of needs related to the academic or co-curricular student experience.

### Benefits and Features:

- Integrate with your student information system (SIS) or enterprise resource planning (ERP) system through secure file transfer protocol (SFTP) or application programming interface (API) methods designed to securely facilitate faculty and staff access to student and operational data
- Empower students to manage and grow their organizations through online tools that allow them to customize their organization profiles, manage rosters, store files and photos, and integrate with common social media platforms
- Enhance administrative processes with tools for carrying out online organization registration, conducting campus-wide elections, or collecting budgets and allocating student activities fee monies
- Broadcast communications and messages to a wider audience using communication tools for mass e-mailing, text messaging, and posting to news tickers, message boards, and a virtual flyer-board
- Spread awareness of opportunities through organization-specific or campus-wide event calendars
- Track program participation by sending out invitations, monitoring RSVP status, and collecting attendance data using card-swipe or barcode readers—or upload data from external systems or paper sign-in sheets
- Approve service hours completed by organization members and track the overall economic impact of student community engagement in your local area
- Automate the tracking of student progress across certification programs, curriculums, orientation task assignments, and other student affairs initiatives such as passport programs, first year experiences, and even campus-wide experience programs
- Produce co-curricular transcripts that showcase students' areas of involvement, learning experiences, or overall outstanding achievements
- Align involvement opportunities with institutional, divisional, or departmental learning outcomes
- Export reports for reference and assessment related to organization membership, student participation, service hour completion, financial transactions, event listings, and more





## THE IDEA CENTER, INC. LICENSE AGREEMENT

This IDEA Center, Inc. Student Ratings of Instruction (SRI) agreement is entered into between Kentucky State University, located 400 E. Main Street, Frankfort, KY 40601 (the "Institution") and The IDEA Center, Inc. (IDEA), located at 301 South 4th Street, Manhattan, KS 66502.

1. Definitions. In addition to the definitions provided in the Campus Labs, Inc. License Agreement, the following definitions apply.

"SRI" means the IDEA Student Ratings of Instruction system, including the Diagnostic Form, the Short Form, and the Faculty Information Form.

"SRI Data" means any electronic data, information or material provided or submitted to Campus Labs, Inc. or IDEA through the use of the SRI by the Institution.

"Student Information" means any data provided by the student in completion of the SRI, including responses and written comments.

### 2. Use of the SRI.

The SRI will be treated as an extension of the Course Evaluation Program available through Campus Labs, Inc.. The Institution shall therefore have access to the SRI as defined in the "Program" section of Campus Labs, Inc. License Agreement.

### 3. Fees and Payment.

For online services, fees and payment for the SRI will be administered by Campus Labs, Inc. and will be subject to the Fees and Payment section of the Campus Labs, Inc. License Agreement. For all other services (e.g., paper administration, paper forms, shipping, consulting services provided by IDEA, special reports not outlined in this Agreement, etc.), fees will be billed directly to Institution by IDEA, subject to the terms and conditions expressed on the IDEA invoice.

### 4. Proprietary Rights

4.1. Reservation of Rights. Other than as expressly set forth in this agreement, no license or other rights concerning IDEA and the SRI are granted to the Institution, and all such rights are expressly reserved.

4.2 License Grants. IDEA grants Institution a non-exclusive, non-transferable, non-sublicenseable right to access and use the SRI for the purpose for which it is made available to Institution and otherwise in accordance with the terms of this Agreement.

4.3 Restrictions. Institution shall not modify, copy or make derivative works based on the SRI, except to add questions of the Institution's own design as allowed by the Program.

4.4 Institution Data. Institution data is the property of Institution. However, IDEA will utilize the data produced through this relationship for the purpose of establishing benchmark, peer, and national comparative data and conducting research. In the use of Institution data, IDEA will not identify the Institution or individuals at the Institution, and will take reasonable precautions to ensure that data from the Institution will remain disassociated from the Institution.

4.5 Ownership of Contacts. During and after the License Period, all Institution-specific contact sets (including email address, identification numbers or identities of students or other Institution constituents) shall remain the exclusive property of the Institution and qualify as "Confidential" as defined below and subject to the restrictions of the Family Educational Rights and Privacy Act and regulations promulgated thereunder ("FERPA"). Institution and IDEA acknowledge that, by IDEA's provision of the SRI, IDEA is a "school official" with "legitimate educational interests" under FERPA and Institution may disclose personally identifiable information ("PII") of students, as that



term is defined under FERPA, to IDEA for limited use in connection with delivering the SRI. IDEA will not disclose student PII to third parties or use it for any purpose other than performing its obligations hereunder.

5. Confidentiality.

5.1. Definition of Confidential Information. Confidentiality as defined by the Campus Labs, Inc. License Agreement is applicable to the use of the SRI as well.

5.2. Confidentiality of Student Information. The ability to connect Student Information to an individual student will remain confidential from the Institution to protect student confidentiality and the integrity of the SRI.

5.3. Disclosure of Student Information. Upon written request from an Officer of the Institution, IDEA will disclose to the Institution student information associated with a specific response or set of responses, when it is deemed by the Institution and agreed upon by IDEA that such disclosure is warranted. Because student belief in confidentiality is critical to the integrity of responses given, IDEA will only agree to disclosure of student information associated with a set of responses when the responses clearly violate a code of conduct set forth by the Institution.

6. Indemnification.

6.1. Use of Data in Personnel Decisions. Institution shall hold IDEA harmless for personnel decisions made using data provided by IDEA, and holds IDEA harmless from any and all liability for injury or damages arising out of the Institution's use or non-use of data provided by IDEA.

6.2. Use of SRI. Institution recognizes that IDEA is the provider of the SRI system only under the terms of this Agreement, and agrees to hold IDEA responsible only for the SRI and associated data.

6.3. IDEA shall hold Institution harmless for any decisions made using data provided by IDEA, and holds Institution harmless from any and all liability for injury or damages arising out of the Institution's use or nonuse of data provided by IDEA, provided that the Institution has reasonably adhered to IDEA's recommendations on the legitimate use of IDEA data. More information available for review at [www.IDEAedu.org](http://www.IDEAedu.org).

7. License Term and Termination.

7.1 License Term of Agreement, Use, and Renewals. This Agreement is in conjunction with Institution's Agreement with Campus Labs, Inc., with the same License Term of Agreement, Use, and Renewals stipulations as outlined in Sections 9.1 and 9.2 of the Campus Labs, Inc. License Agreement.

8. General Provisions.

8.1. Notices. All notices under this Agreement shall be in writing and delivered either through electronic or printed means to the addresses provided below the signatures to the Agreement.

8.2. Assignment. No party shall assign this Agreement to a third party without the prior written consent of the other party.



IN WITNESS WHEREOF,

Institution Name: Kentucky State University

Institution Address: 400 E. Main Street, Frankfort, KY 40601

Signature: \_\_\_\_\_

Name: DENEIA M. THOMAS

Title: Assoc. VP ACADEMIC, Assmt. & EVAL

Date: 6/13/16

The IDEA Center, Inc.  
301 South 4th Street, STE 200  
Manhattan, KS 66502

DocuSigned by:  
Signature Ken Ryalls

F6E2E987BE384A9...

Name: Ken Ryalls, Ph.D.

Title: President

Date: 6/21/2016



## Campus Labs Billing Information Form

Relevant Information for Procurement/Finance

### Primary Contact Information

Institution Name: Kentucky State University

Primary Contact: Deneia Thomas. PhD  
 Title: Asst. VP, Academic Affairs

Mailing Address: 400 E. Main Street  
Frankfort, KY 40601

City, ST ZIP: \_\_\_\_\_

Phone: 502-597-5531 Fax: 502-597-6409

Email: deneia.thomas@kysu.edu

Send invoices to my attention: Yes ☒ No ☐

### Billing Information (if different than above)

Billing Contact: DENEIA M. THOMAS  
 Title: Assoc. VP Academic Asstnt. & Eval

Mailing Address: Kentucky State University  
400 E. MAIN STREET, 202 HOME HALL

City, ST ZIP: FRANKFORT, Ky 40601

Phone: 502-597-5531 Fax: 502-597-6409

Email: deneia.thomas@kysu.edu

Will Campus Labs be issued a PO for this requisition? Yes ☐ No ☐

Is a Campus Labs invoice required for PO generation? Yes ☒ No ☐

PO number is provided: \_\_\_\_\_

Campus Relations Contact: Andrew Lyle

T: 716.270.0000

210 Ellicott Street, Suite 200

F: 716.652.2689

Buffalo, NY 14203

[www.campuslabs.com](http://www.campuslabs.com)



## Invoice

**Remittance Address:**

Campus Labs, Inc.  
PO Box 206155  
Dallas, TX 75320

**Date**

5/23/2016

**Invoice #**

CL508

**Terms**

Net 30

**Due Date**

6/22/2016

**PO #****Currency**

USA Dollar

**Contract ID**

Kentucky State University-R-5-6-16-CL

**Customer Name**

Kentucky State University - CL

**Bill To**

Kentucky State University - CL  
Millie Mcanly  
400 E Main Street  
Frankfort KY 40601  
United States

Item Name	Qty	Description	Start Date	Amount	End Date
Compliance Assist	1	Billing for the following Module Accreditation Park (In)	8/10/2015	750.00	8/9/2016

**Total** 750.00  
**Amount Due** \$750.00

**Please note our new remittance address:**

Campus Labs, Inc.  
PO Box 206155  
Dallas, TX 75320

Please have all payments sent to the address above.

For any questions contact your Client Services Representative | o - 716.652-9400 | ar@campuslabs.com



## Invoice

**Remittance Address:**

Campus Labs, Inc.  
PO Box 206155  
Dallas, TX 75320

**Date**

6/23/2016

**Invoice #**

CL765

**Terms**

Net 30

**Due Date**

7/23/2016

**PO #****Currency**

USA Dollar

**Contract ID**

Kentucky State University-X-7-1-16-CL

**Customer Name**

Kentucky State University - CL

**Bill To**

Kentucky State University - CL  
Millie Mcanly  
400 E Main Street  
Frankfort KY 40601  
United States

Item Name	Qty	Description	Start Date	Amount	End Date
Compliance Assist Course Evaluations	1	SACS Accreditation	7/1/2016	3,698.00	6/30/2017
	1	Assessment Toolset, Course Evaluations with IDEA, Data Analytics Toolset, CollegiateLink	7/1/2016	99,099.00	6/30/2017
	1	1-Day On-site Training	7/1/2016	4,000.00	6/30/2017
	1	Implementation Fee	7/1/2016	20,633.00	6/30/2017

<b>Total</b>	\$127,430.00
<b>Amount Paid</b>	127,430.00

Please note our new remittance address:

Campus Labs, Inc.  
PO Box 206155  
Dallas, TX 75320

Please have all payments sent to the address above.

For any questions contact your Client Services Representative | o - 716.652-9400 | ar@campuslabs.com



## Invoice

**Remittance Address:**

Campus Labs, Inc.  
PO Box 206155  
Dallas, TX 75320

**Date**

6/9/2017

**Invoice #**

CL2314

**Terms**

Net 30

**Due Date**

7/9/2017

**PO #****Currency**

USA Dollar

**Contract ID**

Kentucky State University-X-7-1-16-CL

**Customer Name**

Kentucky State University - CL

**Bill To**

Kentucky State University - CL  
Millie Mcanly  
400 E Main Street  
Frankfort KY 40601  
United States

Item Name	Qty	Description	Start Date	Amount	End Date
Baseline	1	Baseline - Academic Affairs	7/1/2017	13,160.00	6/30/2018
Course Evaluations	1	Course Evaluations with IDEA	7/1/2017	13,078.00	6/30/2018
Insight	1	Insight	7/1/2017	29,662.00	6/30/2018
Compliance Assist	1	Planning - Institutional	7/1/2017	15,492.00	6/30/2018
Compliance Assist	1	Program Review License - Institutional	7/1/2017	8,378.00	6/30/2018
Baseline	1	Baseline - Student Affairs	7/1/2017	13,131.00	6/30/2018
Collegiatelink	1	CollegiateLink Enterprise	7/1/2017	14,164.00	6/30/2018
Compliance Assist	1	Accreditation License	7/1/2017	4,321.00	6/30/2018

<b>Total</b>	\$111,386.00
<b>Amount Paid</b>	111,386.00

Please note our new remittance address:

Campus Labs, Inc.  
PO Box 206155  
Dallas, TX 75320

Please have all payments sent to the address above.

For any questions contact your Client Services Representative | o - 716.652-9400 | ar@campuslabs.com



# KENTUCKY STATE UNIVERSITY

## Board of Regents

DATE: April 16, 2018  
SUBJECT: Contracts Related to Ellucian/Banner  
FROM: Office of Finance and Administration  
ACTION ITEM: Yes

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### BACKGROUND:

Over the next 14 months Kentucky State University will leverage its investment in Banner to revitalize and re-implement the system. Upgrading the software and retraining all staff will ensure that vital financial and student systems operate efficiently and as designed. Data cleansing and data standards efforts will allow the University to utilize more advanced analytical processes to improve student outcomes and improve overall efficiency. Hosting the system in the cloud will stabilize the system infrastructure and reduce risks.

This effort will affect all areas of the University and will require external consulting resources. Internal processes will be revised and updated to reflect best practices and most importantly, all staff will be trained in the proper use of the financial, student, and human resource systems.

Benefits will be realized quickly in the implementation of Banner mobile, implementation of an online graduation application, and improved financial reporting. Additional improvements will be added over the course of the year, culminating with the implementation of Banner Degree Works. Degree Works will allow students to view their degree programs, course requirements, and progress toward degree online.





# KENTUCKY STATE UNIVERSITY

## Board of Regents

### SUMMARY OF PROGRAMS/ACTIVITIES:

Three contracts with Ellucian are presented for approval:

1. **Cloud Services Order Form** – This contract provides for hosting our Banner system in the cloud with Ellucian. It includes all future upgrades, disaster recovery, and added security. Contracting with Ellucian for this service will allow the university to avoid the cost of new hardware and software; provide a stable and secure environment; and a sustainable technology backbone.
2. **Banner 9 Essentials** – This contract provides project management and assistance the Banner 9 upgrade.
3. **Professional Services Agreement** – This contract provides for the implementation of Banner Mobile, Banner Degree Works, and the Online Application for Graduation. It also provides Argos Training (reporting) and access to the On-Demand Subscription Library for staff training.
4. **Financial Support Services** – This contract provides a specific Banner resource for the Finance System. The university will have access to this individual for up to 300 hours to assist in optimizing the Finance system implementation. This contract is priced at \$190 per hour for up to 300 hours.

One project is presented for approval:

1. **Optimization Project** – The project is to optimize all Banner systems other than Finance. The scope of this effort is being developed and the university may decide to issue a Request for Proposals for consulting services in support of this effort. Current estimates indicate that approximately 1,500 hours of technical assistance will be required with a cost between \$150 and \$190 per hour. It includes an assessment of the university's use of the Student modules in Banner. Process improvement and redevelopment is a key component of this project as well as data cleansing and data standards redevelopment.

### ALIGNMENT WITH STRATEGIC GOALS:

**Goal 3:** Increase the University's Financial Strength and Operational Efficiency.

Stabilizing the university's enterprise resource planning system and training staff appropriately in the use of that system are the most important steps toward improving the university's operational efficiency.



# KENTUCKY STATE UNIVERSITY

## Board of Regents

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS:

Contracts:

- Cloud Services Order Form – Contract amount is \$28,342 per month (\$340,104 per year) for five years.
- Banner 9 Essentials – Contract amount is \$31,500.
- Professional Services Agreement – \$208,779.
- Financial Support Services – \$77,710.

Project:

- Optimization Projects – Project budget is \$285,000.

Costs for the Banner upgrades and optimization will be paid over at least two fiscal years with the majority of the costs occurring in FY 2019. Hosting will be included in the University's operating budget for FY 2019 and beyond. One time-optimization costs will be reflected in a capital project to re-implement Banner and will be funded from the University's fund balance.

ATTACHMENTS: Four contracts for approval are attached.

RECOMMENDATION: Action be taken that all contracts are approved.

Action be taken that the Optimization Project be approved at a budgeted amount of \$285,000.



## SERVICES ORDER FORM

### ELLUCIAN COMPANY L.P.

#### Client Information

Client Name: **KENTUCKY STATE UNIVERSITY**

Underlying Agreement This Services Order Form ("Order Form") amends the latest Software License & Services Agreement or General Terms and Conditions Agreement (as applicable) between the parties, as previously amended ("Agreement").

Ellucian agrees to provide to Client the additional services identified in the table(s) below for the additional fees set forth in the table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form. In performing the additional services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Ellucian will provide Client with the time and materials services identified in the Hourly Services Table below, during the period specified in that Table; for the avoidance of doubt, these are not "fixed fee" or "not to exceed" services, but rather time and materials services for which Client will pay Ellucian for services rendered at the hourly rate provided for in the Hourly Services Table.

#### HOURLY SERVICES TABLE: <sup>1</sup>

Description <sup>2</sup>	Estimated Hours	Hourly Rate <sup>3</sup>	Fee <sup>4</sup>
Banner 9 Essentials Plus Services Includes: Project Planning & Kickoff, Ethos Identity, ESM & Deployment of Banner 9 Administrative Pages, Knowledge Transfer and Go-Live	128	\$180	\$23,040
Banner 9 Essentials Plus Technical Workshop	24	\$180	\$4,320
Banner 9 Project Management	23	\$180	\$4,140
<b>TOTAL HOURLY SERVICES FEE:</b>			<b>\$31,500</b>

#### Notes to Hourly Services Table:

- <sup>1</sup> The pricing contained in this Order Form is valid only if the Execution Date occurs on or before April 30, 2018.
- <sup>2</sup> For a more detailed description of these services, see the Statement of Work ("SOW") attached as Attachment 1.
- <sup>3</sup> Hourly rates specified in this table will be held in place for services rendered on this implementation project for a period beginning on the Execution Date and ending one (1) year later. Requests for any additional services beyond the one (1) year period will need to be negotiated under separate Work Order and signed by both parties.
- <sup>4</sup> Client is advised that, without limitation, Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time. Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL HOURLY SERVICES FEE) will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

**Payment Terms – Time and Materials Services:** Ellucian will invoice Client monthly for all time and materials services on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date.

**Payment Terms – Expenses and Other Charges:** Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from invoice date.

#### Project Assumptions

The following assumptions apply to all Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client's site, and be the main point of contact for Ellucian throughout the implementation.

- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a 'train-the-trainer' methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the SOW, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. In executing this Order Form, Client has not relied on the availability of either any future version of any software or any future software product.

**Ellucian**

**By:**

\_\_\_\_\_  
*Authorized Signature*

**Name:**

\_\_\_\_\_  
*Printed*

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Client**

**By:**

\_\_\_\_\_  
*Authorized Signature*

**Name:**

\_\_\_\_\_  
*Printed*

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**The last date of signature above is the "Execution Date" of this Services Order Form.**

**Client's Billing Contact Information appears below.**

**Client**

Billing Contact Information

**Name:**

---

**Address:**

---

**City, State, Zip:**

---

DRAFT

**Overall Service Assumptions:**

- The number of hours set forth in the table above is an estimate only based on current information and expectations, and the actual number of hours required may be greater or fewer in number. For the avoidance of doubt, this is not a “fixed fee” or “not to exceed” arrangement, but rather a time and materials engagement in which the Client shall pay Ellucian a designated hourly fee for each person-hour of services rendered by Ellucian resources. Should additional hours be necessary, a Change Request to approve a budget expansion will be provided and a new Work Order presented, if required.
- All Services delivered remotely unless otherwise noted and will be scheduled for mutually agreeable dates of service.
- Ellucian consultants access Client’s Banner 9 non-production database environment via SecureLink. VPN remote connectivity to the Client’s environment through Securelink VPN is required.
- The Banner environment is kept at a steady release level during the transformation effort. Introducing new releases during the execution of the services herein might increase the overall required hours.

**Banner 9 Essentials Plus Scope of Work**

**Overview**

The Banner 9 Essentials Plus Service provides the implementation and configuration of Ethos Identity for Banner 9 Administrative Pages and Ellucian Solution Manager (“ESM”). Once these components are configured, this service will deploy to Banner 9 Administrative Pages and Application Navigator to 2 non-production environments.

**Service Description**

Engagement	High Level Tasks	Deliverables
Project Planning and Kickoff	Review the scope of service and Client tasks: <ul style="list-style-type: none"> <li>▪ Review service delivery expectations and outcomes;</li> <li>▪ Assess viability of existing installed components for compatibility with Banner 9;</li> <li>▪ Distribute Service Preparation Document (“SPD”) to the Client and set a due date for the Client’s team to return the SPD; and</li> <li>▪ Schedule technical validation call.</li> </ul>	Populated Client Collaboration Environment (“CCE”) consisting of: <ul style="list-style-type: none"> <li>▪ Prerequisite documentation</li> <li>▪ Project Task Log</li> <li>▪ SPD</li> </ul>
Technical Validation Call	<ul style="list-style-type: none"> <li>▪ Confirm information has been provided within the SPD to begin the implementation;</li> <li>▪ Validate remote connectivity; and</li> <li>▪ Validate service readiness by logging into the various servers and solutions as required for service delivery.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Engagement Report</li> </ul>
Ethos Identity Installation, Baseline Configuration	Ellucian will deliver the following in 1 non-production and 1 production environment, where applicable: <ul style="list-style-type: none"> <li>▪ Ethos Identity installation with baseline configuration in a clustered (2-node) deployment with one primary user store connection (LDAPv3 compliant).</li> <li>▪ Optional: If a method is not present to provision the Banner UDC Identifier (“UDCID”) required for Banner Single Sign-On (“SSO”), a UDCID Attribute Store will be configured against Ethos Identity to retrieve the UDCID’s from a materialized Banner database view through an encrypted JDBC connection.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Engagement Report</li> </ul>

Engagement	High Level Tasks	Deliverables
	<p>For Clients with an existing installed and functional Identity Provider, refer to “Client Responsibilities – Existing Identity Provider” below.</p> <p>Ethos Identity in a single node deployment is not recommended but can be accommodated within scope upon request.</p>	
Banner 8 SSO with UDCID Assignment	<p>Ellucian will install the following in 1 non-production and 1 production environment, where applicable:</p> <ul style="list-style-type: none"> <li>▪ Banner Enterprise Identity Services (“BEIS”) Utilities (singlenode);</li> <li>▪ UDCID Trigger (PL/SQL) package installation; and</li> <li>▪ BEIS SSO Manager (single node) and Banner 8 INB/SSB SSO configuration with Ethos Identity or identity provider meeting criteria herein.</li> </ul> <p>Ellucian will install Apache Tomcat (single node) or Oracle WebLogic on up to one (1) application server in production to support the BEIS applications included herein. In non-production the BEIS applications included herein will reside on the Banner 9 Application Apache Tomcat server in the respective environment.</p>	<ul style="list-style-type: none"> <li>▪ Engagement Report</li> </ul>
Ellucian Solution Manager Installation and Configuration	<ul style="list-style-type: none"> <li>▪ Installation <ul style="list-style-type: none"> <li>○ ESM including Apache Tomcat;</li> </ul> </li> <li>▪ Configuration <ul style="list-style-type: none"> <li>○ Configure the ESM environment for 2 non-production environments to be managed by ESM; and</li> <li>○ Add the installed Apache Tomcat application server configurations to ESM to support the Banner 9 application deployment process.</li> </ul> </li> <li>▪ Upgrade Banner using ESM in 2 non-production environments to the minimal required releases to support Banner 9 Administrative Pages</li> </ul>	<ul style="list-style-type: none"> <li>▪ Engagement Report</li> </ul>
Banner 9 Administrative Pages Deployment	<ul style="list-style-type: none"> <li>• Install single node Apache Tomcat or Oracle WebLogic server on up to two (2) non-production servers</li> <li>• Ellucian will deploy the following applications using ESM (onto) in up to 2 non-production environments: <ul style="list-style-type: none"> <li>○ Application Navigator</li> <li>○ Banner 9 Administrative Pages</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>▪ Engagement Report</li> </ul>
Banner 9 SSO: Application Navigator & Banner 9 Administrative Pages Configuration	<p>Ellucian will configure SSO for the following applications in up to two (2) non-production environments with CAS/SAML2 (Ethos Identity recommended):</p> <ul style="list-style-type: none"> <li>▪ Application Navigator</li> <li>▪ Banner 9 Administrative Pages</li> </ul>	<ul style="list-style-type: none"> <li>▪ Engagement Report</li> </ul>
Turnover & Production Readiness	<ul style="list-style-type: none"> <li>▪ Validate the environments configured herein by executing the Ellucian defined test plan, and document the installation and configuration for turnover engagement;</li> <li>▪ Provide turnover with the Client on the execution and configuration of services herein; and</li> <li>▪ Provide recommended readiness plan to allow for the Client to deploy into a production environment.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Engagement Reports</li> </ul>

#### Service Assumptions

- Service requires Ellucian access the Client’s environment via SecureLink;
- Ethos Identity requires a Linux or Windows environment;
- ESM requires a Linux environment;
- The following applications require a Linux environment deployed onto Apache Tomcat as the web server:

- BEIS Utilities
- BEIS SSO Manager
- Application Navigator
- Banner 9 Administrative Pages (Deployment)
- All prerequisites must be verified during the project planning and kickoff phase prior to implementation;
- If Client is a member of a Banner consortium and that consortium will be managing software releases through ESM then the supporting infrastructure to manage the release process in ESM for consortia members must be in place prior to the Banner 9 Essentials Plus engagement, including:
  - The 'master' Consortia ESM instance has been installed; and
  - The 'master' Consortia ESM instance has been configured for consortia release management.

### Client Responsibilities

- Enterprise Infrastructure:
  - Provision the Virtual Machines ("VM"), including Operating System for:
    - Ellucian Solution Manager: 1 VM
      - Note that one ESM server can support multiple environments and Banner instances
    - Ellucian Ethos Identity: 2 or 4 VM's depending on deployment model
      - 2-Node Cluster (recommended): Total of 4 VM's including 2 for non-production and 2 for production plus a load-balancer or proxy in a known working state.
      - Single-Node: Total of 2 VM's including 1 for non-production and 1 for production
    - BEIS (Utilities & SSO Manager): 1 VM
      - Total of 1 VM including 1 for production
      - Note that in non-production, the BEIS applications will reside on the same VM as the Banner 9 applications in the respective non-production environment
    - Banner 9 (Application Navigator & Banner Admin Pages): 2 VM's
      - Total of 2 VM's including one for each non-production environment
  - Ellucian Ethos Identity requires an Oracle or Microsoft SQL Server Database Instance in both non-production and production (cannot co-exist on the Banner Database Server).
  - Request and install required SSL certificates from a trusted certificate authority for use in non-production and production environments.
  - Provide network administrative support for the configuring of firewalls, load balancer, and network devices as required.
- Ellucian Ethos Identity:
  - The viability of clustering Ethos Identity (2-node) will be assessed during the planning phase. A load-balancer or proxy must be in place in a demonstrated working state. If determined that clustering will put the project at risk, a single node will be installed.
  - Provision constituent data into the primary user store for authentication. Note that if a non-production user store is not present, a container ("OU") in the production user store must be created for non-production accounts.
  - Provision the Banner UDCID's to the primary user store for authentication retrieval.
    - For Clients who cannot provision UDCIDs, UDCID Attribute Store Configuration must include:
      - Ellucian Ethos Identity (v2.0+) must be installed in non-production and production
      - Banner must allow the ability for encrypted server requests (for JDBC connection with Ethos Identity) within the database server's "\$ORACLE\_HOME/network/admin/sqlnet.ora" file.
      - User accounts exist within the client's primary user store; login ID's used for authentication (i.e., sAMAccountName or uid) must match the Banner gobtpac\_external\_user element.
- Existing Identity Provider:
  - Ellucian will consider supporting SSO of the Banner applications in scope to an Identity Provider other than Ellucian Ethos Identity if certain requirements are met (below). The viability of this approach will be assessed during the planning phase and if it is determined that if using such approach will put the project at risk, Ellucian Ethos Identity will be installed.
  - One of the following Identity Providers are installed in a known working state with at least 1 service provider connection in both non-production and production:
    - Ellucian Ethos Identity (version 2.0 +)
    - Apero (JASIG) CAS (must support CAS v3.x protocol)
    - Active Directory Federation Services (ADFS)



- Shibboleth (version 2 or 3)
  - The Identity Provider be externally accessible, using a valid fully qualified domain name.
  - Client to provision the Banner UDCID's to the primary user store(s) for authentication.
  - The Client will be responsible for configuring their Identity Provider, including Ethos Identity if not installed as part of the services herein, to establish the required connection with the Banner applications in scope; Ellucian will only be responsible for configuring the Banner applications to support a CAS (v3.x) or SAML 2.0 connection.
- Banner SSO:
  - Banner UDCID's must exist within the primary user store in both non-production and production for authentication retrieval prior to SSO integration.
  - Provide 2 test user accounts in both non-production and production user stores
- Production Deployment:
  - Configure ESM for production Banner environment
  - Provision Application Navigator and Banner 9 Administrative Pages to the production environment
  - Configure the provisioned Application Navigator and Banner 9 Administrative Pages within production for SSO (CAS/SAML 2.0) integration with the production Ellucian Ethos Identity server (or other supported Identity Provider).
  - Configuration of production INB/SSB with BEISS SSO Manager
- WebLogic:
 

The Banner 9 Essentials Plus services have been designed to rely on Tomcat for the deployment of the Banner components requiring an application server in order to keep the cost and total time of deployment as low as possible. In order to enhance project success, the installation of the required Tomcat servers has been included in the scope of service herein.

  - For Clients who prefer WebLogic administration, on request at the commencement of the service, Ellucian is able to install for and deploy compatible components, including Application Navigator, Administrative Pages, BEIS SSO Utilities and SSO manager if applicable in a WebLogic environment.
  - Installation of WebLogic includes a basic domain.
  - Client is responsible for WebLogic licensing.

#### **Out of Scope**

- Network, DNS, Load Balancer configuration and or testing;
- 2-node cluster configuration of BEIS Utilities, BEIS SSO Manager, Application Navigator or Banner 9 Administrative Pages;
- SSO integration, configuration, testing or troubleshooting of any service provider other than Banner 8 INB/SSB, Application Navigator, and Banner 9 Administrative Pages (deployment) listed within scope;
- Creation and/or installation of SSL certificates;
- Migration or upgrades of existing Ellucian Ethos Identity instances;
- Branding Ethos Identity with Client's colors, logo, header or footer;
- Advanced configurations of WebLogic including but not limited to clustering
- 2 or Multi Factor Authentication Configuration; and
- Additional Ethos Identity Configuration including but not limited to Password Self-Service Reset/Change Functionality and Banner 9 Self-Service Configuration.
- Deployment or configuration of JasperSoft.

#### **Banner 9 Adoption – Technical Workshop Scope of Work**

##### **Overview**

Ellucian will conduct a technical workshop designed to establish Client's readiness to execute on the prioritized technical requirements for Banner 9.

Ellucian will review the information gathered during the Banner 9 Adoption - Technical Workshop, will use it to plan for the implementation of Banner 9 within the Client's environment. The Client and Ellucian can then use the plan can to build a framework for the deployment of the Banner 9 infrastructure and the identified Banner 9 applications.

## Service Description

Engagement	High Level Tasks	Deliverables
Banner 9 Adoption - Technical Workshop (24 hours @ \$180/hr)	The Banner 9 technical workshop covers topics including: <ul style="list-style-type: none"><li>Application/Network Architecture in support of Banner 9 (Client specific design);</li><li>Scaling of Banner 9;</li><li>IT skill requirements, planning, and learning plans for Database/System/Application Administrator(s); and</li><li>Integration with other Ellucian Software.</li></ul>	<ul style="list-style-type: none"><li>Engagement Report</li></ul>

## Client Responsibilities

- Client will provide Ellucian necessary access to review and verify any planning-related systems to support this service.

## Out of Scope:

- Implementation of recommendations resulting from this service

## Banner 9 Project Management Scope of Work

### Overview

Ellucian will provide project management Professional Services to Client using Ellucian's implementation methodology. Ellucian's implementation methodology is executed in four phases: Initiation Phase, Planning Phase, Execution Phase, and Transition & Close Phase. The four phases of Ellucian's implementation methodology, combined with monitor and control procedures, provide the structure for the overall project. The roles of Project Initiator ("PI"), Project Manager ("PM") and Project Director ("PD") will be engaged in project leadership of Banner 9 projects to support project progress, execution and tracking. These roles may, in some cases, be combined within a single resource.

## Service Description

Engagement	High Level Tasks	Deliverables
Project Management	<p>The PI will facilitate a timely transition from sales to delivery and will begin project initiation activities as follows:</p> <ul style="list-style-type: none"><li>Conduct Ellucian internal project initiation meetings;</li><li>Create project collaboration environment and repository for project artifacts;</li><li>Conduct initial Client introductions and communicate project prerequisites; and</li><li>Develop initial project resourcing schedule.</li></ul> <p>The PM will work with the Client project management team to manage the project planning, execution, facilitate and monitor progress and manage the following:</p> <ul style="list-style-type: none"><li>Project planning, scope validation, scheduling and resource management;</li><li>Project team processes and cohesion;</li><li>Communications (project/status meetings and dashboard);</li><li>Establish, clarify and manage stakeholder expectations;</li><li>Quality assurance activities;</li><li>Risk/Issue tracking, mitigation, and resolution</li><li>Budget and scope;</li><li>Knowledge resources;</li><li>Enabling delivery of solution artifacts;</li></ul>	<ul style="list-style-type: none"><li>Initial Client Introduction Email</li><li>Client Collaboration Environment (CCE) Stand-up</li><li>Project Financial Report/Contract Reconciliation (Ellucian Format)</li><li>Customer Success Transition Meeting</li></ul>

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> <li>• Delivery to contract and project scope with Client acceptance;</li> <li>• Project transition to steady state; and</li> <li>• Project closure.</li> </ul> <p>The PD will provide general oversight for the project via working closely with PMs, with specific accountability for the following activities:</p> <ul style="list-style-type: none"> <li>• Project financials (project reconciliation);</li> <li>• Changes to scope, schedule, resources, and costs;</li> <li>• Project reviews and executive status meetings;</li> <li>• Risk/issue escalations and resolution of barriers; and</li> <li>• Quality reviews.</li> </ul>	

DRAFT



## CLOUD SERVICES ORDER FORM

ELLUCIAN COMPANY L.P. ("Ellucian")

**Client Information:**

**Client Name:** KENTUCKY STATE UNIVERSITY ("Client")

**Underlying Agreement:** This Cloud Services Order Form ("Order Form") amends the latest Software License & Services Agreement or General Terms and Conditions Agreement (as applicable) between the parties, as previously amended ("Agreement").

- 1. Cloud Services; Generally.** Ellucian agrees to provide to Client the additional services identified in the table shown in Section 3 below ("Cloud Services") for the additional fees set forth in the table shown in Section 3 below, and on the terms and conditions set forth in the Agreement as modified by this Order Form.
- 2. Cloud Services Term.** This Order Form will be effective on the Execution Date. The "Cloud Services Term" will commence on May 1, 2018 ("Commencement Date") and will end at 5:00 PM local time at the Client's location on April 30, 2023 ("Expiration Date"), unless sooner terminated as provided herein or in the Agreement. Notwithstanding anything in the Agreement to the contrary, except in the case of a termination for cause as described in the Agreement, the Cloud Services Term is for the period beginning on the Commencement Date and will continue, and remain in full force and effect, until the Expiration Date in accordance with its terms; and nothing herein or in the Agreement will be deemed to allow Client to terminate this Order Form, or the Cloud Services identified herein, prior to the Expiration Date.
- 3. Cloud Services Table.**

Cloud Services – Description <sup>1</sup>	Cloud Services Term	Monthly Fees
Application Hosting Services	5 years	\$28,342 per month

<sup>1</sup> For a more detailed description of the Cloud Services, see the Statement of Work attached as Exhibit 1.

- 4. Fees and Payment Terms.** During the Cloud Services Term, the monthly fees for Cloud Services will be as set forth in the table shown in Section 3 above. Such fees will be invoiced on a monthly basis in advance, and will become due and payable as provided herein. Invoices will be issued each month before Cloud Services are rendered by Ellucian and will be submitted to Client by Ellucian at least thirty (30) days before payment is due by Client. Client will pay each Ellucian invoice by no later than thirty (30) days after the date of invoice. Ellucian has the right to charge a late fee on any payment that is past-due, calculated based on the formula otherwise provided for in the Agreement. The monthly fees described above are inclusive of all travel and living expenses anticipated to be incurred by Ellucian personnel in the performance of the Cloud Services provided under this Order Form, and Client will not be separately invoiced for such expenses.
- 5. Suspension of Cloud Services.** If in any instance, Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for such amounts, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend or reduce its performance of the Cloud Services.

6. **Certain Conditions on Cloud Services.**

- *Use of Technology and Equipment.* At no charge to Ellucian, Client will provide Ellucian access to all existing equipment, equipment services, programs and supplies, and any additional equipment, equipment services, programs and supplies that are added by mutual agreement of Ellucian and Client from time to time, necessary to support the computing needs of Client. Client will provide Ellucian's staff with access to all such equipment so that Ellucian may perform its obligations under this Order Form including, but not limited to, operating and maintaining all such equipment on Client's behalf.
- *Access.* Client agrees to permit Ellucian's authorized personnel, and third parties as may be authorized by Ellucian, access to such Client facilities, equipment, information, software, hardware, data, data communication services and communication lines, at such times and for such purposes as reasonably necessary or appropriate to permit Ellucian to perform its obligations under this Order Form.
- *Availability of Client Personnel.* Upon Ellucian's reasonable request, Client will make its personnel, including appropriate professional personnel, administrative personnel and other employees, available for consultation to the extent necessary in order to facilitate Ellucian's performance of the Cloud Services.
- *Cooperation and Assistance.* Client will perform those tasks and responsibilities, and provide the requisite level of resources, cooperation and commitment, which are necessary to facilitate Ellucian's performance of the Cloud Services.
- *Third Party Software/Hardware Obligations.* Ellucian will not be responsible for the operation and maintenance of third party software or hardware, unless specifically set forth in the attached Exhibit 1. Client will be solely responsible for obtaining the right for Ellucian to have access to and to use all software and hardware in order for Ellucian to perform Cloud Services under this Order Form, including without limitation all permissions and sublicenses required from third party vendors ("Third Party Access Rights"). Ellucian will not be liable to Client for non-performance if Ellucian's non-performance is caused by Client's failure to obtain the requisite Third Party Access Rights. Ellucian will not be liable for any damages suffered by Client by reason of any failure or non-performance in third party software or hardware.

7. **Personally Identifiable Information:** To effect the purposes of this Order Form, Client may from time to time provide Ellucian with Client PII (Client representing that it has the right to do so in each such instance). Ellucian represents that it maintains appropriate data security measures, including a written information security policy, to protect Client PII consistent with applicable United States laws and regulations. Further, to protect the privacy of Client PII, Ellucian will, for so long as it retains Client PII: (i) maintain the confidentiality of Client PII, as provided in the applicable section(s) of the Agreement regarding Client's confidential information generally; (ii) limit access to Client PII to Ellucian's employees, agents and subcontractors who have a need to access Client PII to fulfill Ellucian's obligations under this Order Form; (iii) require that its agents and subcontractors who have access to Client PII agree to abide by substantially similar (and no less restrictive) restrictions and conditions that apply to Ellucian with regard to such Client PII; and (iv) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of such Client PII and protect against unauthorized access to or use of such Client PII that could result in substantial harm or inconvenience to Client.

8. **Cloud Services Warranty; Disclaimer of Warranties:** Ellucian warrants to Client that all Cloud Services will be rendered in a professional and workmanlike manner using personnel having the requisite knowledge, skill, and experience to perform such services. This limited warranty is made to Client exclusively and are in lieu of all other warranties. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE CLOUD SERVICES. ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.

9. **Limitations on Liability; Exclusion of Damages:** ELLUCIAN'S CUMULATIVE LIABILITY IN CONNECTION WITH THE CLOUD SERVICES OR ANY OTHER MATTER RELATING TO THIS ORDER FORM WILL NOT EXCEED THE FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR SUCH CLOUD SERVICES FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL ELLUCIAN BE LIABLE TO CLIENT FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ELLUCIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Subcontracting:** Client understands and agrees that Ellucian may subcontract with Ellucian-affiliated companies and/or third parties to perform some or all of the Cloud Services described in this Order Form, provided, however, that: (i) Ellucian will not be relieved of any duty, responsibility or liability under this Order Form by reason of any such subcontracting, and (ii) Ellucian will at all times remain responsible to Client for the performance of the Cloud Services under this Order Form.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement.

**Ellucian**

**Client**

**By:**

\_\_\_\_\_  
*Authorized Signature*

**By:**

\_\_\_\_\_  
*Authorized Signature*

**Name:**

\_\_\_\_\_  
*Printed*

**Name:**

\_\_\_\_\_  
*Printed*

**Title:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

The last date of signature above is the "Execution Date" of this Order Form.  
Client's Billing Contact Information appears below.

**Client Billing Contact Information:**

**Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**City, State, Zip:**

\_\_\_\_\_

## Exhibit 1 to the Cloud Services Order Form

### APPLICATION HOSTING SERVICES STATEMENT OF WORK ("SOW")

1. **Definitions.** The defined terms in the Agreement will have the same meaning in this SOW unless the context clearly indicates otherwise. In addition to the defined terms in the Agreement, the following defined terms will apply to this SOW:
  - 1.1 *"Agreement"* means the Agreement, Work Order or Amendment to which this SOW is attached.
  - 1.2 *"Application(s)"* means the application software modules listed in the Application Inventory in Schedule A, that are purchased or licensed by Client (or provided by Ellucian for Client's benefit) and installed on the Cloud Environment.
  - 1.3 *"Application Configuration Administration"* means the setting and adjusting of Application global, system, class, and/or user-specific defined data elements that affect the functionality or display of the Application, and for those which are modifiable only through vendor-delivered Application entry screens, forms, processes or utilities, for the Applications supported under this SOW.
  - 1.4 *"Application Home"* means the specific set of software code, or software code tree, used for the process of running a specific Application.
  - 1.5 *"Application Security Administration"* means the granting and revoking of global, class, and/or user-specific data entry forms, processes, and reports, through baseline (i.e., general release without modification) and delivered Application screens and utilities, for that which are accessed or run by end users and/or used by the Applications supported under this SOW.
  - 1.6 *"Client System(s)"* means the Applications and data, which are installed on or reside on the Cloud Environment.
  - 1.7 *"Cloud Environment"* means the computing and networking resources (including servers, storage systems, backups systems, and network access components) provided or used by Ellucian.
  - 1.8 *"Core Component"* means the Application(s) which provides the primary functionality which the majority of the user population interfaces with on a regular and ongoing basis.
  - 1.9 *"Database"* means the physical data files tied to one or more Database Instances.
  - 1.10 *"Database Instance"* means the logical set of resources and node-specific configuration files required to operate a Database.
  - 1.11 *"ERP"* means enterprise resource planning.
  - 1.12 *"Full Time Equivalent" or "FTE"* are determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System ("IPEDS") annual figures for Student Population.
  - 1.13 *"Hosting Services"* means the hosting services provided by Ellucian for the Applications, as described in this SOW.
  - 1.14 *"Hosting Services Term"* means the term during which Ellucian will provide the Hosting Services, as otherwise provided for in the Agreement.

- 1.15 *“Production”* means the specific Applications (as well as the Database Instances, Databases, and Cloud Environment running the Applications) which are exclusively used as the single authoritative and “live” system the Client interacts with for transactional processing. Production excludes any and all testing, training and/or other non-live Application or environment instances.
- 1.16 *“Schedule A”* means the Schedule attached to this SOW as Schedule A and labeled “Service Configuration and Systems Inventory.”
- 1.17 *“Schedule B”* means the Schedule attached to this SOW as Schedule B and labeled “Service Level Agreement.” The Service Level Agreement is also referred to as the “SLA.”
- 1.18 *“Schedule C”* means the Schedule attached to this SOW as Schedule C and labeled “Standard Maintenance Windows.”
- 1.19 *“Schedule D”* means the Schedule attached to this SOW as Schedule D and labeled “Information Security Addendum.”
- 1.20 *“Service Incident”* means a disruption to normal service operations.
- 1.21 *“Service Request”* means a request by an authorized user for information, advice, access, role change or other inquiry that may facilitate a change to the current state of Client’s System or Cloud Environment.
- 1.22 *“Transition”* or *“Transition Services”* means and refers to the process of planning, directing and coordinating the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or other third parties to Ellucian for delivery of the Applications.
- 1.23 *“VPN”* means an encrypted, secure virtual private network pathway used for the purpose of remote connectivity.

## **2. Delivery Environment.**

- 2.1 Ellucian will deliver the Hosting Services from a Cloud Environment satisfying the requirements of the Applications hosted under this SOW, and address material performance degradation attributable to Cloud Environment managed by Ellucian. The Cloud Environment will align with the security controls and attributes set forth in the Information Security Addendum attached hereto as Schedule D.
- 2.2 Ellucian will be responsible for its own costs related to Ellucian’s use of the Cloud Environment.
- 2.3 Ellucian will be responsible for supplying licenses and functionality, including upgrades and patches, for the following items in the Cloud Environment:
- a. Backup
  - b. Disaster Recovery
  - c. Internet connectivity
  - d. Load balancing
  - e. Monitoring
  - f. Operating Systems
  - g. Security Scanning



**3. Hosting Services Functional Requirements.**

- 3.1 Ellucian will host all Production and non-Production environments identified in Schedule A and all associated Applications.
- 3.2 Ellucian will provide Client storage for all Applications and associated Databases.
- 3.3 Ellucian will provide a secure method for the Client to upload and download files necessary for the primary function of the Applications.
- 3.4 Ellucian uses a global delivery model in performing the Hosting Services, meaning that Ellucian personnel worldwide may be involved in delivery.

**4. Information Security.**

Please refer to the Information Security Addendum attached hereto as Schedule D.

- 5. Transition Services.** Ellucian will establish a team (the “Transition Team”) to be led by a Transition Manager. The Transition Team will plan, direct and coordinate the migration of IT knowledge, systems, processes, data and capabilities from the Client and/or third parties to Ellucian for the delivery of the Applications. The timeframe for any Transition Services will be based on the project scope/requirements and will be finalized and agreed upon by the parties during or promptly following the initial meeting between Ellucian and Client.

The Transition Manager will be Ellucian’s primary Cloud point of contact during performance of the Transition Services as described herein. The Transition Manager will be responsible for:

- a. Managing Transition deliverables, including the charter, schedule, and Client Care/portal site.
  - b. Overseeing communications and delivering according to a plan jointly developed and agreed upon by the parties.
  - c. Confirming all resources involved in the Transition Services have a common understanding of the needs of both businesses as well as the project deliverables.
  - d. Managing scope and delivery timetables to be consistent and complementary with the objectives of the Transition Services.
  - e. Monitoring progress and reporting the status of the Transition Services to all stakeholders.
- 6. Ellucian Communications with Client.** During the Hosting Services Term, Ellucian will regularly communicate with Client regarding product adoption, upgrades and other projects pertaining to the Cloud Environment, change management, and problem resolution. In addition, Ellucian will identify a primary point of contact who will act as the point of escalation for any Hosting Services-related activities.
- 7. Operating System Administration Services.** Ellucian will provide Operating System (“OS”) Administration for the OS environments in the Cloud Environment. In this regard, Ellucian will be responsible for:
- a. Installations and configurations of the OS environments for Application environments.
  - b. Maintaining access to and control of special user accounts used for OS administration (i.e. “ROOT” or “Administrator”).
  - c. Installation of patches and updates from the applicable vendor(s) for OS environments.
  - d. Troubleshooting and resolving OS incidents.

8. **Database and Application Administration Services.** Ellucian will provide Database Administration (“DBA”) Services and Application Administration Services for the Databases, Application Homes and Application environments as defined in Schedule A.

8.1 Ellucian will:

- a. Install, configure, and update Applications as defined in Schedule A, and Database environments for vendor-specific systems.
- b. Configure, as defined in Schedule A, baseline Application Home environments for vendor-specific systems.
- c. Perform Database system level security administration for the Database environments.
- d. Perform Database and Application Home clones, system refreshes or replications, for the Cloud Environment as agreed by the parties up to two (2) requests per month.
- e. Exercise exclusive access and control of DBA privileged or super-user level passwords, to include those Application accounts requiring such access, to Databases, Database Instances and Applications.
- f. Provide troubleshooting and diagnostic support for the Databases, Database Instances and Database Homes.
- g. Provide troubleshooting and diagnostic support for the Applications, Application configurations and Application Homes.
- h. Provide reasonable assistance with application maintenance issues requiring Database and Application administration knowledge and experience for designated Applications.
- i. Perform tuning and adjusting of Database and Database Instance, and Application parameters and configurations based on the specific vendor’s recommendations, input from users, and response time sampling based on Ellucian’s standard practices for designated Applications.
- j. Communicate with third party vendors or other Ellucian business units to resolve escalated issues as they arise for designated Applications.

8.2 Client will:

- a. Appoint or provide a user liaison to coordinate and perform the Application Security Administration functions and duties as requested by the Client for the Applications.
- b. Appoint or provide user liaison(s) to coordinate and perform the Application Configuration Administration functions and duties as requested by the Client for the Applications.
- c. Appoint or provide a single named user liaison to coordinate ERP activities of patches and upgrades for the Applications.
- d. Provide for programmers, analysts and user liaisons to research or review custom code, data level problems or data integrity issues for the Applications, and to develop and/or correct Client-developed customizations to Applications.
- e. Maintain active software support contracts with Ellucian and third party vendors for all Applications such that the appropriate vendor will provide personnel to develop and/or correct code in the Applications as needed.
- f. Provide functional, technical programming and user liaisons to provide troubleshooting of Application issues and to communicate with the applicable software vendor, including opening support contacts with the applicable software vendor.
- g. Perform the function of the job and job stream management role, if applicable; and be responsible for creating, maintaining, and troubleshooting Application jobs and job streams submitted either through the Application or in a supported scheduling system.
- h. Provide support for all user functions, management and other Applications not defined in this SOW.
- i. Communicate any applicable Database or Application software standards and procedures for access to designated systems to participating students, faculty, staff and alumni.
- j. Provide all end-user workstation and mobile device desktop and peripherals support for the Applications.

- k. Provide support for all user reporting for applications (including those Applications defined in this SOW), including other ancillary third party systems.
9. **Backups and Disaster Recovery.** Ellucian will back up the Applications. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of data in the Client's Databases and Applications, but will only be responsible for appropriately backing up the data in the Databases and Applications supported under this SOW.
- 9.1 **Backups.** Ellucian will conduct regular backup of all data and configuration files required for availability of Hosting Services. The retention of this data is separated into the following components:
- *Database* – backups will be retained for three (3) months
  - *Point in Time* – backups will be retained for one (1) week
- These durations are provided as part of the standard Hosting Services. At the end of these durations, the oldest copies of files will be deleted.
- Client may request copies of Database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download on a monthly basis. Each Database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.
- 9.2 **Disaster Recovery.** Ellucian will maintain a disaster recovery plan for the Production environments within the Hosting Services. If the primary Cloud Environment is damaged in whole or in part preventing Ellucian from securely delivering the Hosting Services, Ellucian will failover the primary Cloud Environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Hosting Services are declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Hosting Services became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. **Note:** Any Hosting Services downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined in Schedule B.
10. **Systems Monitoring.** Ellucian will monitor the Cloud Environment on a 24x7x365 basis.
- 10.1 Ellucian will monitor the Application components and the Cloud Environment for availability.
- 10.2 Client will allow Ellucian-based remote services monitoring and security tools reasonable access to the Applications.
11. **Standard External Interfaces for Integrations.** Installation and operation of supported Applications may require installation of third-party applications, which may require connectivity to environments external to Ellucian or Client networks. Only the following defined integration paths, integrations and interfaces will be installed and supported under this SOW: (i) those defined baseline integration paths, integrations and interfaces listed in Section 11.2 below (the "Baseline Integrations"); and (ii) any additional integrations and interfaces specifically listed in Schedule A.
- 11.1 As it relates to any external interfaces/defined third party integration services as described herein, Ellucian will:
- a. Open appropriate access to the Cloud Environment based on the requirements provided by Client. Access is provided via:

- i. *Public Internet Access* – Used for Applications such as Portal and Self-Service.
- ii. *Site-to-Site VPN* – A pair of VPN routers is configured, shipped, monitored, and maintained by Ellucian to provide encrypted access for administrative Application interfaces; as a network path for integrations to on-campus services; or for direct access to Database instances for Client programmers. The Site-to-Site VPN will be configured with industry standard encryption protocols.
- b. Support administrative connectivity to the Cloud Environment from defined IP addresses or IP network subnets with the following protocols as appropriate: HTTP (for non-sensitive/non-protected data only); HTTPS; FTPS; SSH.
- c. Maintain at least 1Gb/sec bi-directional datacenter connectivity to the Public Internet with diverse providers and physical entrances.
- d. Maintain Internet firewalls to protect the Applications from unwanted and inappropriate access. Firewalls shall be configured with a default deny rule for inbound traffic.

11.2 **Baseline Integrations** – The following are included as part of the Hosting Services:

<b>Baseline Integrations</b>		
<b>Function</b>	<b>Path</b>	<b>Protocols</b>
Upload or Download Data	Internet, Site to Site VPN	Secure File Transfer
System Printing from ERP	Site to Site VPN	UNIX Print
Directory Authentication*	Site to Site VPN	Secure LDAP
Integrations through Ellucian's standard web services APIs	Internet, Site to Site VPN	HTTP/Secure HTTP

\*Authentication is based on Client's directory.

11.3 As it relates to any external interfaces/defined third party integration services as described herein, Client will:

- a. Submit any new interface or connectivity requirement requests to Ellucian in writing at least fourteen (14) days in advance.
- b. Provide Ellucian with a point-of-contact for communication of activities, planning and requests/requirements.

12. **Managing Service Requests.** Ellucian will deploy an Information Technology Service Management ("ITSM") tool capable of providing for Service Incident management, Service Request fulfillment, change management and knowledge management. Ellucian will adhere to internal change and incident management controls.

12.1 Ellucian will:

- a. Deploy a self-service web portal for the reporting of Service Incidents, Service Requests and change requests.
- b. Provide necessary training to Client's IT staff on the utilization and documentation of requests via the ITSM Self-Service Module.
- c. Provide a service desk with a U.S.-based toll-free phone number monitored on a 24x7x365 basis (including site holidays). Please note that the service desk does not provide end-user support for the Applications supported in this SOW.
- d. Escalate unresolved Service Incidents or Service Requests as designated in Ellucian's incident management process.

12.2 Client will provide Ellucian with current and updated contact information.

13. **Conditions to offer Hosting Services.** In order for Ellucian to provide the Hosting Services, Client will be responsible for the following:
- a. Licensing all Applications listed in Schedule A to permit the Applications (and other necessary components as reasonably determined by Ellucian and agreed to and approved by Client in writing) to be installed and used on the Cloud Environment.
  - b. Paying for any upgrades (i.e., SSL purchase and renewals, compiler purchase and renewals) that are reasonably necessary or required to operate the Applications located within the Cloud Environment as appropriate.
  - c. Permitting and scheduling required downtime within reasonable timeframes for the Applications and underlying systems for upgrades and maintenance. Client shall not require Ellucian to perform systems maintenance to the Production systems while end users, staff, faculty or other users are using such systems. Certain non-Production maintenance activities require terminating user access to the Applications.
  - d. Consulting with Ellucian for projects to establish requisite lead times, and Ellucian shall not be responsible for delays or failure to meet Client's expectations if adequate lead time is not provided.
  - e. Bearing the cost of all Client-maintained customizations and customized code enhancements required to operate within the Cloud Environment to the extent not expressly provided through this SOW.
  - f. Not, without the express written consent of Ellucian (such consent not to be unreasonably withheld or delayed), (i) installing additional software on, (ii) requiring additional software to be installed on, or (iii) modifying Applications or any other software or systems installed on or within, the Cloud Environment.
  - g. To the extent that this SOW provides for Ellucian to host any software that was not licensed to Client by Ellucian ("Other Vendor Software"), Client's execution of the Agreement constitutes a warranty and representation by Client that Client has obtained all rights required or appropriate to enable Ellucian to provide the Hosting Services and other services in connection with such Other Vendor Software, without the payment of any amounts or the provision of any additional consideration by Ellucian to the licensor of such Other Vendor Software or to any other person or entity whatsoever.
  - h. Further, Ellucian will not be responsible for the operation and maintenance of Other Vendor Software unless specifically set forth in Schedule A. Client will be solely responsible for obtaining the right for Ellucian to have access to and use all software (inclusive of database and middleware) and resources in order for Ellucian to perform the Hosting Services, including without limitation all permissions and sublicenses required from third party vendors ("Third Party Access Rights"). Ellucian will not be liable for Client's failure to secure sufficient Third Party Access Rights licenses. In addition, Ellucian will not be responsible for non-performance if Ellucian's non-performance is caused by Client's failure to obtain the requisite Third Party Access Rights. Ellucian will not be liable for any damages suffered by Client by reason of any failure or non-performance in Other Vendor Software or third party hardware. Upon request, Client will provide documentation to Ellucian of its licenses for Other Vendor Software prior to Ellucian making adjustments to the resources used to provide the Hosting Services.
14. **Lawful Use.** The Client's System may not be used in any manner that would violate or infringe upon any applicable laws, copyrights, trademarks, trade secrets, right of publicity, right of privacy or any other right of any person or entity. The Client's System may not be used to access or store any material which is obscene, libelous or defamatory. Hosting Services may not be used for the purpose of transporting or storing any material, which is obscene, libelous or defamatory. Client must also comply with appropriate use requirements for other non-Ellucian networks Client may access through Client's System or the Hosting Services.
15. **Ellucian Property.** Any hardware, software or other items owned, leased, or licensed by Ellucian and used in the provision of the Hosting Services will at all times remain the property of Ellucian (or its authorized vendors) and will not in any event transfer to Client, and Client hereby acknowledges that it will not make any claims to or claim ownership or right to possession of any such hardware, software or other items.

16. **Third Party Providers.** Ellucian may utilize certain third party providers, including but not limited to for the provision of certain hosting services infrastructure and components. Ellucian currently utilizes Amazon Web Services (“AWS”) for the provision of the Hosting Services. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
17. **Price Escalators.** The annual fee for the Hosting Services will not increase during the initial Hosting Services Term except as stated below.
- 17.1 *FTE*– Client’s FTE as of the Execution Date is specified in Schedule A (the “Contracted FTE”). Ellucian will perform an annual review of Client’s FTE status. If upon review, Client’s actual FTE exceeds **2,499**, or if Client’s technology capacity requirements otherwise increase or vary at any time during the Hosting Services Term, Ellucian will have the right to charge, and Client will have the obligation to pay, the additional usage rights associated with the increase in FTE, at Ellucian’s then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client’s Contracted FTE will be increased to equal the then-current actual FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that the Contracted FTE exceeds the actual FTE at any time during the Hosting Services Term. Without limitation, Client agrees to provide Ellucian with reasonable access to its personnel, facilities and documentation for purposes of auditing the calculation of FTE.
- 17.2 *Applications* – The Applications for which the Hosting Services are provided are listed in Schedule A. If and when Client elects (and Ellucian agrees) to expand the scope of the Hosting Services to include additional Applications, the parties will execute a written amendment to this Agreement, identifying: (i) the specific Application(s) to be added; (ii) the increase in fees (based on Ellucian’s then-current standard rates and fees) associated with the additional scope of Hosting Services; and (iii) any additional and applicable terms and conditions associated with the additional scope of Hosting Services. Additional Applications will not be hosted under this Agreement without the execution of such an amendment by duly authorized representatives of each party, and the payment by Client of the applicable associated fees.
- 17.3 *Integrations* – Integrations covered by the Hosting Services are listed in Section 11.2 (*Baseline Integrations*) and, if applicable, in Schedule A. If and when Client elects (and Ellucian agrees) to expand the scope of the Hosting Services to include additional integrations, integration paths and/or interfaces that require additional infrastructure capacity or maintenance effort, the parties will execute a written amendment to this Agreement, identifying: (i) the specific integrations, integration paths and/or interfaces to be added; (ii) the increase in fees (based on Ellucian’s then-current standard rates and fees) associated with the additional scope of Hosting Services; and (iii) any additional and applicable terms and conditions associated with the additional scope of Hosting Services. Additional integrations, integration paths and/or interfaces will not be covered or supported under this Agreement without the execution of such an amendment by duly authorized representatives of each party, and the payment by Client of the applicable associated fees.
18. **Events Upon Termination.**
- 18.1 Upon termination or expiration of the Hosting Services Term, Client access and use of the Hosting Services will immediately cease, and Client will have no further access to or use of the Hosting Services.
- 18.2 Upon termination or expiration of the Hosting Services Term, provided that Client has provided Ellucian with a written request at least thirty (30) days prior to the end of the Hosting Services Term, Ellucian will, at no additional charge to Client, promptly provide Client with (a) a copy of the current Database; (b) a copy of the current code tree or related Application files that may have been modified from installation; and (c) any other Application data files for in scope Applications that contain Client content. Such Client data will

then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention and disposal policies.

19. **Ellucian Property.** Any hardware, software or other items owned, leased, or licensed by Ellucian and used in provision of the Hosting Services will at all times remain the property of Ellucian and will not in any event transfer to Client. Client hereby acknowledges that it will not make any claims to or claim ownership or right to possession of any such hardware, software or other items.

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## **Application Hosting Services: General Support, Incident Prioritization, and Target Response Metrics**

### **1. General Support**

**Standard Hours of Support:** “Normal Business Hours” are defined as Monday through Friday, 8:00 AM to 5:00 PM (Client’s local time) and exclude Ellucian’s observed holidays. Upon Client’s request, Ellucian will provide Client with a listing of such holidays. Work affecting non-Production systems or work which is reasonably deemed by Ellucian as non-mission-critical will be performed only during Normal Business Hours.

**After Hours Support:** Work to resolve incidents of “Priority 1” and “Priority 2” may be performed after Normal Business Hours, as appropriate, depending on the impact of the issue.

### **2. Incident Prioritization:**

**Priority Levels:** The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of an incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Priority Level	Definition
P1	<b>System Down</b> Issues that result in an active Client Production environment not being available
P2	<b>Major Functionality Issue</b> Issues that cause any mission-critical functions in a Production environment to perform unacceptably or to fail
P3	<b>Minor Functionality Issue</b> Issues that do not meet the criteria for P1 or P2

### **3. Target Response Metrics**

Response times listed below reflect targets and are not (and should not be construed as) contractual obligations. Response time commitments do not imply, promise or guarantee a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which the Client will be contacted by Ellucian technicians after service desk triaging and routing the issue to either the Client’s onsite representative or Ellucian support. Ellucian technicians will begin triaging the request to seek a resolution of the issue once communication with the Client has been established to validate an incident and depending on the priority level as described below. In the event an issue is identified as needing to be escalated or triaged to Client’s onsite representative or third party vendor during times when the Client does not provide or has not contracted for onsite or third party support or at any time the Client is unavailable in a manner that would prevent referral of an issue to the next level of support, the referral will be made within the response times set forth below when the Client site is next available for business during Normal Business Hours.

Priority Level	Target Response Time	Notification Schedule
P1	60 Minutes	Every 60 minutes after triage via email or phone until resolution and via ITSM incident management tool
P2	4 Hours	Updates via ITSM incident management tool
P3	Next business day	Updates via ITSM incident management tool



Schedule A to Exhibit 1		
Service Configuration and System Inventory		
Client Name:		Kentucky State University
Total FTE (IPEDS/ Intl Equiv.):		1,627
Application Inventory		
Core ERP Application:	Production Instance	Non-Production Instance
Description	Count	Count
Banner BASE (Core ERP, Database, JobSub, INB, SSB, XE)	1	1
Additional Non-Production Instances	--	3
Product Components:	Production Instance	Non-Production Instance
Description	Count	Count
Ellucian Mobile	1	1
Ellucian Ethos Identity (EIS)	1	1
Banner Event Publisher (BEP)	1	1
Banner Enterprise Identity Service (BEIS)	1	1
Ellucian Solution Manager (ESM)	1	1
Ellucian Ethos Integration	1	1
Business Intelligence (ODS/EDW)	1	1
Banner Enterprise Job Scheduler by Automic (UC4)	1	1
Banner ePrint	1	1
Banner Integration for eLearning	1	1
Ellucian DegreeWorks	1	1
Ellucian DegreeWorks Transfer Equivalency	1	1
Evisions Argos	1	1
Evisions FormFusion	1	1
Evisions IntelleCheck	1	1
Baseline Integrations		
Function	Path	Protocol
Upload or Download of data	Internet, Site to Site	Secure File
System Printing from ERP	VPN	Transfer
Directory Authentication*	Site to Site VPN	UNIX Print
	Site to Site VPN	Secure LDAP
Integrations through Ellucian standard web services APIs	Internet, Site to Site	HTTP/Secure
	VPN	HTTP
*Authentication is based on the Client's directory.		

Validation of 3rd Party Licenses		
Quantity	Description	Provided by
10	Oracle Database Enterprise Edition	Kentucky State University
9	Oracle iAS (Web Logic)	Kentucky State University
2	Oracle Internet Developer Suite (iDS) (perpetual license)	Kentucky State University
2	Oracle Programmer (perpetual license)	Kentucky State University
2	Fujitsu NetCOBOL Compiler License for Linux (1 Prod, 1 Non-Prod)	Kentucky State University
1	Secure Socket Layer (SSL) / Transport Layer Security (TLS) Certificate	Kentucky State University

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## **Schedule B to Exhibit 1**

### **Service Level Agreement**

#### **1. Coverage and Terminology.**

This Service Level Agreement (the “SLA”) applies to the Production Applications supported under the SOW.

**Availability:** “Availability” means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the Production Applications are available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

**Measurement:** Availability is measured as the ratio of actual Availability to expected Availability resulting in an “Achieved Availability” percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the Production Applications are scheduled to be available (“Scheduled Uptime”), that the Production Applications are unavailable for use by Client (“Unscheduled Outage”), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the Production Applications are scheduled to be unavailable with Client agreement (“Scheduled Downtime”), and rounded to the nearest 10<sup>th</sup> (tenth) unless otherwise indicated in the specific SLA definition. The “Achieved Availability” calculation is expressed as:

$$1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

For the avoidance of doubt, the unavailability of the Production Applications as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

#### **2. Service Level Objective.**

Ellucian aims to achieve one hundred percent (100%) Availability for the Production Applications supported by the SOW. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the Production Applications supported by the SOW.

A monthly Availability report will be made available within ten (10) business days following Client’s written request.

#### **3. Service Level Credits.**

Except under the conditions mentioned in the Conditions section below, if the Availability of the Production Applications is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a “Service Level Credit”) to Client according to the following tables.

<b><i>Production Applications</i></b>	
<b>Availability</b>	<b>Service Level Credit Issued by Ellucian *</b>
>= 99.50%	None
99.00% - 99.49%	5% of applicable monthly fee
97.00% - 98.99%	10% of applicable monthly fee

<b><i>Production Applications</i></b>	
<b>Availability</b>	<b>Service Level Credit Issued by Ellucian *</b>
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

\* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 6 ("Service Level Credit Request, Payment Procedures") of this Schedule B.

#### **4. Maintenance Procedure.**

- 4.1 Ellucian will use diligent efforts to announce scheduled maintenance as defined in the Standard Maintenance Matrix outlined Schedule C.
- 4.2 Ellucian reserves the right to perform emergency maintenance without any prior notification, should it be deemed necessary to protect and maintain the security and integrity of the Applications and/or Cloud Environment.

#### **5. Conditions.**

- 5.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:
- Outages, delays, or latency elsewhere on the Internet (including but not limited upstream internet service providers (ISPs)) that hinder access to the Applications;
  - Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
  - Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
  - Browser or DNS caching that may make the Production Applications appear inaccessible when others can still access it;
  - False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
  - File transfer, email or webmail delivery and transmission;
  - Circumstances beyond Ellucian's reasonable control;
  - Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian);
  - Functional Application setup, configuration, or functionality outside the scope of the defined Hosting Services; or

- Any issue related to an Application patch recommended by Ellucian, but not applied at the request of Client.
- 5.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured or repeated.
- 5.3 A “System Change Window” means any change made to the Production Applications. During a System Change Window, Application monitoring will be measured and reported but Service Level Credits will not be provided until user acceptance testing (as mutually agreed by the parties) is completed.
- 6. Service Level Credit Request, Payment Procedures.**
- 6.1 As part of Ellucian’s obligation to provide the Hosting Services, Ellucian will provide oversight for monitoring this SLA utilizing the Application availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA) and will communicate relevant information to Client. Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests via email or Ellucian’s ticketing system. Each Service Level Credit request in connection with this SLA must include Client’s account name and the dates and times of the unavailability of the Production Applications and must be received by Ellucian within thirty (30) days after such Production Applications was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the Production Applications was the cause of the unavailability, then Service Level Credits will be applied within two (2) billing cycles after Ellucian’s receipt of Client’s Service Level Credit request.
- 6.2 The Service Level Credit percentage will be based on the amount of the Hosting Services fee paid by Client for Hosting Services for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Hosting Services fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client’s sole and exclusive remedy with respect to any failure or deficiency in the Production Applications. No Service Level Credits will be issued for non-production environments.
- 6.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Hosting Services described in the SOW. Provided, however, if a Service Level Credit is due in the last month of the Hosting Services Term, then the Service Level Credit will be applied against the fees due in the last month of the Hosting Services Term.

## Schedule C to Exhibit 1

### Standard Maintenance Windows

The Standard Maintenance Matrix below applies to the Cloud Environment and Client's System identified in Schedule A.

#### Terminology

- **General Hosting Infrastructure** – Controlled by Ellucian and encompasses the following: Firewalls, Routers, Switches, DNS, Proxy, Hosting Environment, Operating Systems and Facilities.
- **Client Specific Application/Services Infrastructure** – Controlled by Client and encompasses the following: Database Software, Applications, Clones/Refreshes, System Configuration Changes, and Programming related activities.
- **Ellucian Manager** – Ellucian manager with direct responsibility for changes to a particular service area.
- **Ellucian CAB** – Change Advisory Board [General]. The Committee of Ellucian stakeholders that review and approve the change. Depending on the scope of the change, the CAB may involve managers, directors, general managers, and potentially vice presidents.
- **Client CAB (Recommended)** – Change Advisory Board [Client]. The Committee of Client stakeholders that review and approve the change. This committee will be defined by the Client. Examples are project managers or site CIOs/Directors who are directly responsible for the Hosting Services and Applications.

#### Standard Maintenance Matrix

##### **Client Specific Application/Services Infrastructure**

	<b>Duration</b>	<b>Date</b>	<b>Anticipated service disruption</b>	<b>Notification</b>	<b>Final Approvals</b>
<b>Daily</b>	1 hours	Weekday	None	None	Ellucian Manager
<b>Weekly</b>	4 hours	Weekend	Low	1 week prior	Ellucian CAB and Client CAB
<b>Monthly</b>	8 hours	Weekend	Likely	2 weeks prior	Ellucian CAB and Client CAB

#### Notes:

- Even though change windows are defined they will only be used as necessary. Emergency changes required to restore a disrupted service will follow documented change processes and may not occur during one of the windows defined above or during a defined window.
- For Client Specific Application/Services Infrastructure, Ellucian will discuss and mutually agree with the Client to schedule daily, weekly and monthly change windows. The above table is a suggested standard model and will be used pending such mutual agreement between Client and Ellucian.

## **Schedule D to Exhibit 1**

### **Information Security Addendum**

This Schedule D to Exhibit 1 contains terms governing information security to which Ellucian will adhere during the Hosting Services Term. Ellucian may modify specific security protections from time to time, but will continue to provide at least the same level of security as on the date this Schedule D became part of the Agreement.

#### **1. Information Security Program**

Ellucian will maintain a global Information Security Program aligned with ISO 27001 that will plan, implement and manage processes on an ongoing basis to meet information security objectives and requirements applicable to the Hosting Services delivered worldwide. The Information Security Program will include demonstrable oversight and commitment from Ellucian senior management. The Information Security Program will also include performing information security risk assessments and implementing treatment plans at appropriate intervals, such as when significant changes to the Hosting Services occur.

#### **2. Information Security Compliance**

Ellucian will design and maintain a control environment for the Hosting Services aligned with global information security practices and standards such as ISO 27001 and third party attestation frameworks such as SSAE 16 / SOC 1 and SOC 2.

#### **3. Information Security Policy**

Ellucian will maintain an Information Security Policy that is approved by senior management and communicated to employees and applicable third parties. The Information Security Policy will identify roles and responsibilities as well as governing principles and control objectives for information security across Ellucian's global business operations. The Information Security Policy and will be reviewed annually and supporting standards, guidelines and procedures will be adjusted as appropriate.

#### **4. Information Security Awareness Program**

Ellucian will maintain an employee awareness program to allow employees to understand and fulfill their responsibilities for information security, including requirements for personal data privacy, confidentiality, and non-disclosure of information.

#### **5. Personnel Security**

Employees will be screened in accordance with relevant laws and such screening will be proportional to employee roles and responsibilities. Employees and applicable third parties will agree to requirements for confidentiality and non-disclosure of information prior to employment or prior to providing services to Ellucian.

#### **6. Physical Security**

Ellucian currently uses Amazon Web Services (AWS) who is responsible for protecting the global infrastructure upon which the Hosting Services are delivered. AWS will maintain controls to manage and monitor physical access at both the data center perimeter and building ingress points using security staff, or electronic access control validation.

**7. Access Control**

Ellucian will authorize access to the Cloud Environment only for employees and third parties with a legitimate business need. Controls and mechanisms to authenticate access and monitor and prevent unauthorized access to Client's Systems will also be in place. Ellucian will also maintain appropriate onboarding and termination processes to manage revocation of access to Client's Systems.

**8. Data Security**

Ellucian will maintain security controls to safeguard Client's Systems from unauthorized access, modification, disclosure or destruction, or become inaccessible to authorized users. Data protection methods will include restricting and monitoring access to information systems, encrypting data in transit and while at rest when necessary or required, maintaining backups of Client's Systems, and securely returning data to the Client, or disposing or destroying data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization").

**9. Client's System Security**

Ellucian will protect the confidentiality, integrity and availability of Client's Systems. Ellucian will maintain safeguards for the security of electronic communications networks. Ellucian will also maintain a change management process to control planned and unplanned changes and the installation of software, manage mechanisms to detect threats such as malware, and recording and monitoring security events to identify anomalous or unauthorized activity.

**10. Technical Vulnerability Management**

Ellucian will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities within Client's Systems within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

**11. Third Party Security**

Ellucian will maintain a process to identify risks to Client's Systems that are accessible to third parties. The process will ensure that relevant information security requirements are incorporated into business agreements with third parties and that relevant third party risks are addressed within reasonable timeframes.

**12. Information Security Incident Management**

Ellucian will maintain an information security incident management program to respond to security incidents within the Cloud Environment. Ellucian will provide timely notification to the Client in the event that Client's Systems or data is known to have suffered an Information Security Breach. Timely notification is defined as providing notice to the Client as soon as reasonably practicable and without undue delay after Ellucian became aware of the Information Security Breach. An "Information Security Breach" is defined as an event(s) that is known to have resulted in unauthorized access to a Client's System, or use or disclosure of Client data. Ellucian will further maintain a process to capture and apply knowledge gained from such events to address the likelihood of reoccurrence.

**13. Business Continuity Management**

Ellucian will implement controls designed to maintain the continued availability of Client's Systems. Controls will include maintaining a defined business continuity management plan relevant to the Hosting Services that, if interrupted, may result in significant downtime or data loss.





KENTUCKY STATE UNIVERSITY  
("Client")

As of the latest signing date below, **ELLUCIAN COMPANY L.P.** and Client agree that the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance ("Agreement"), as applicable, will apply to the attached Order Form(s), each of which will constitute a separate and independent contract between the parties to the Order Form. "Ellucian" means, in each instance, the Ellucian entity that enters into an Order Form with Client. **By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for each of the attached non-cancelable Order Form(s). Except as amended by the Order Form(s), the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form(s) are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.**

Ellucian

Client

By:

\_\_\_\_\_  
*Authorized Signature*

By:

\_\_\_\_\_  
*Authorized Signature*

Name:

\_\_\_\_\_  
*Printed*

Name:

\_\_\_\_\_  
*Printed*

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

The later date of signature above is the "Execution Date" for each of the attached Order Forms.  
Client's Billing Contact Information appears below.

Client  
Billing Contact Information

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_



## PROFESSIONAL SERVICES ORDER FORM

### ELLUCIAN COMPANY L.P.

#### Client Information

Client Name: **KENTUCKY STATE UNIVERSITY**

Agreement The terms and conditions stated in the most recent underlying agreement between the parties for provision of Professional Services will apply to this Professional Services Order Form ("Order Form").

Ellucian agrees to provide to Client the Professional Services identified in the table(s) below for the fees set forth in the table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form. In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Ellucian will provide Client with the time and materials services identified in the Time and Materials Services Table below, during the period specified in that Table; for the avoidance of doubt, these are not "fixed fee" or "not to exceed" services, but rather time and materials services for which Client will pay Ellucian for Professional Services rendered at the hourly rate provided for in the Time and Materials Services Table.

#### TIME AND MATERIALS SERVICES TABLE: <sup>1</sup>

Description <sup>2</sup>	Estimated Hours	Hourly Rate <sup>3</sup>	Fee <sup>4</sup>
Banner Student Administrative Consulting Services	16	\$180	\$2,880
Degree Works Transfer Equivalency Implementation	40	\$180	\$7,200
Degree Works Full Service	314	\$180	\$56,520
Degree Works Scribing	284	\$120	\$34,080
Ellucian Mobile Platform Edition Foundation Services	73	\$213	\$15,549
Ethos Identity Tactical Planning	162	\$213	\$34,506
Ellucian Ethos Integration	68	\$213	\$14,484
Project Management	242	\$180	\$43,560
<b>TOTAL TIME AND MATERIALS SERVICES FEE:</b>			<b>\$208,779</b>

#### Notes to Time and Materials Services Table:

- <sup>1</sup> The pricing contained in this Order Form is valid only if the Execution Date occurs on or before April 30, 2018.
- <sup>2</sup> For a more detailed description of these services, see the Statement of Work attached as Attachment A.
- <sup>3</sup> Hourly rates specified in this table will be held in place for services rendered on this implementation project for a period beginning on the Execution Date and ending one (1) year later. Requests for any additional services beyond the one (1) year period will need to be negotiated under separate order form and signed by both parties.
- <sup>4</sup> Client is advised that, without limitation, Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time. Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL TIME AND MATERIALS SERVICES FEE) will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

**Payment Terms – Time and Materials Services:** Ellucian will invoice Client monthly for all time and materials services on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

**Payment Terms – Expenses and Other Charges:** Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

Ellucian will provide Client with the fixed fee services for the fees specified in the Fixed Fee Services Table below.

**FIXED FEE SERVICES TABLE: <sup>1</sup>**

Description <sup>2</sup>	Fee (valid for 1 year)
Evisions Argos Training and Implementation (2 weeks)	\$19,600
<b>TOTAL FIXED FEE SERVICES FEE:</b>	<b>\$19,600</b>

**Notes to Fixed Fee Services Table:**

<sup>1</sup> The pricing contained in this Order Form is valid only if the Execution Date occurs on or before April 30, 2018.

<sup>2</sup> For a more detailed description of these services, see the Statement of Work attached as Attachment A.

**Payment Terms – Fixed Fee Services:** Ellucian will invoice Client upon delivery of the fixed fee services listed in the Fixed Fee Services Table (above), and Client's payment shall be due within thirty (30) days from the date of such invoice(s). These fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above. Travel and living expenses are in addition to the Total Fixed Fee Services Fee and will be invoiced on a monthly, as provided/as incurred basis.

**Payment Terms – Expenses and Other Charges:** Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

**Project Assumptions**

As applicable, the following assumptions will apply to Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client's site, and be the main point of contact for Ellucian throughout the implementation.
- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a 'train-the-trainer' methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the Statement of Work, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.

- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.

DRAFT

**Purpose of Statement of Work**

This Statement of Work describes the specific tasks and deliverables of Ellucian which are associated with the corresponding categories of services which are identified in the Professional Services Order Form (the "Order Form") to which this Statement of Work is appended (Ellucian's tasks and deliverables which are described hereunder are collectively referred to as the "Professional Services"). In addition to Ellucian's responsibilities, this statement of Work also describes certain tasks and deliverables which are the responsibility of Client and that are required to be provided by Client in order to facilitate and enable Ellucian's delivery of the Professional Services.

As specified in the Order Form and in this Statement of Work, certain Professional Services are provided on a time and materials basis and others are provided on a fixed fee basis. With respect to Professional Services which are provided on a time and materials basis, the Order Form sets forth estimated hours for various categories of Professional Services, and those hours of work effort will be expended towards the rendering of the corresponding Professional Services described in this Statement of Work. The hours specified in the Order Form for time and materials services are estimates only and Client shall pay for the actual hours expended by Ellucian hereunder in the provision of such Professional Services. For those Professional Services provided on a fixed fee basis, Ellucian will provide the tasks and/or deliverables expressly described in this statement of Work for the applicable categories of fixed fee services. Any tasks, deliverables or services which are not described in this Statement of Work are out of scope and Ellucian shall have no obligation to provide any such services absent a separate amendment, work order or similar written agreement entered into between the parties (which would set forth, among other items, the additional fees due for such supplemental services). Ellucian will have no services obligations in connection with any Software other than those obligations expressly identified for the applicable component of Software in this Statement of Work.

**Project Assumptions**

The following assumptions apply to all Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client's site, and be the main point of contact for Ellucian throughout the implementation.
- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a 'train-the-trainer' methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the Scope of Work ("SOW"), the development, modification, and/or completion of any rules, reports, integrations/interfaces and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the project except as agreed during project planning activities.
- Prior to the commencement of applicable services, Client grants access for applicable solutions to Ellucian consultants and that applications solutions are available and operational at the time engagement.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- Identified prerequisite and preparation tasks are completed prior to scheduled engagement
- Client will test all delivered functionality/configurations/set-up in a mutually agreed upon timeline.
- Ellucian's proposed level of effort for this project is based on the information provided as of the Execution Date. If items found through discovery engagements vary, any changes or additions to the scope of the mutually agreed upon services will be managed through the Ellucian Project Manager and Client's contact.

- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.

## Project Management Scope of Work

### Overview

Ellucian will provide project management services to Client using Ellucian's implementation methodology. Ellucian's implementation methodology is executed in four phases: Initiation Phase, Planning Phase, Execution Phase, and Transition & Close Phase. The 4 phases of Ellucian's implementation methodology, combined with monitor and control procedures, provide the structure for the overall project, helping the project management team monitor and control expectations, budget, communication, and quality.

### Service Description

Engagement	High Level Tasks	Deliverables
Initiation	<ul style="list-style-type: none"> <li>• Project initiation</li> </ul>	<ul style="list-style-type: none"> <li>• Project Planning session</li> </ul>
Planning	<ul style="list-style-type: none"> <li>• Project planning and resource management</li> <li>• Initial Development of Project Charter or Scope Statement</li> <li>• Project internal repository for project artifacts</li> <li>• Ellucian internal project initiation meeting</li> <li>• Client project planning session</li> <li>• Introduction of delivery management team</li> </ul>	<ul style="list-style-type: none"> <li>• Project Charter or Scope Statement</li> <li>• Project schedule with Ellucian resources</li> <li>• Project Repository</li> </ul>
Execution	<ul style="list-style-type: none"> <li>• Quality assurance activities</li> <li>• Issue tracking</li> <li>• Changes to scope</li> <li>• Schedule resources, and costs, project risk response plans</li> <li>• Project financials (budgets, project reconciliation)</li> <li>• Knowledge resources</li> <li>• Delivery of solution artifacts</li> </ul>	<ul style="list-style-type: none"> <li>• Updated project documentation and solution delivery artifacts</li> <li>• Status reports</li> <li>• Change requests</li> </ul>
Transition and Close	<ul style="list-style-type: none"> <li>• Transition planning, delivery to contract and project scope with client acceptance</li> <li>• Project closure</li> </ul>	<ul style="list-style-type: none"> <li>• Transition plan</li> <li>• Client letter of acceptance</li> </ul>

### Client Responsibilities

- Client will provide information to Ellucian project team that will contribute to project activities and development of artifacts.
- Client will provide approval on all project activities, artifacts, and outcomes based on the agreed sign-off criteria and Client acceptance period for approval.
- Client will attend and participate in project status meetings as defined by the Ellucian project manager and Client project leader.
- Client will support and otherwise cooperate with Ellucian throughout all project activities, development of artifacts, and project outcomes.
- Client will provide a full-time project leader or functional leader who will manage the project and work directly with the Ellucian project manager and provide the required input and work product to support project activities, artifacts, and outcomes.
- Client will assign Client resources to complete Client tasks required as part of the project's schedule.
- Client will provide timely approval of project change requests prior to the start of the project change.

## Ellucian Ethos Integration Essentials Scope of Work

### Service Description

Engagement	High Level Tasks	Deliverables
Planning and Turnover	Technical kickoff, service preparation call, service readiness validation, and training for Ethos Integration and Ellucian ERP Middleware component installation.	<ul style="list-style-type: none"><li>• Planning Call</li><li>• Engagement Agenda</li><li>• Service Preparation Document</li><li>• Training Materials</li><li>• Engagement Report</li></ul>
Ethos Integration – Functional Integration	Configure the Ellucian ERP in preparation for the Ethos Integration implementation. Configure Ellucian Ethos Data Model mappings.	<ul style="list-style-type: none"><li>• Decision Workbook</li><li>• Configured Mappings</li></ul>
Ethos Integration - Technical Integration	Ellucian will: <ul style="list-style-type: none"><li>• Deploy or upgrade the Ellucian Messaging Adapter to the latest supported version; and</li><li>• Configure the Ellucian ERP for the integration required for the Ethos Integration implementation. Ellucian will configure the Client Ethos Integration Tenant to the authoritative source (Ellucian ERP).</li></ul>	
Ethos Integration – Technical Validation	Ethos Integration message flow validation from Ethos Integration to the Ellucian ERP and validation from the Ellucian ERP to Ethos Integration.	<ul style="list-style-type: none"><li>• Validate 1 non-production environment</li><li>• Installation Report</li></ul>

### Client Responsibilities

- Provide a designated non-production environment representative of the intended production environment for deployment of the integration that is available for Ellucian to have access and required privileges for the duration of the engagement;
- Provide the appropriate resource(s) to assist with deployment of integration components and execute the test plan in the same designated non-production environment, and provide timely system support as needed to maintain operation and availability of the designated non-production environment;
- Develop and deliver test plan; and
- Provide test data entered to the designated non-production environment per the test plan.

### Ellucian Ethos Integration Requirements

- Banner Student API
- Banner Integration API
- Banner Common Database Upgrade
- Banner Ethos API DB Upgrade
- SSL configuration with a certificate from a well-known certificate authority for the Banner Student API
- Ellucian Messaging Service
- Banner Events Publisher

### Banner Events Publisher Requirements

- Tomcat 7.x with Java 7/ Tomcat 8.x with Java 8 or WebLogic base domain with Oracle Database 11g (Java 7 or 12c with Java 7 or 8)
- If you have Ellucian CRM Recruit, or planning to purchase Ellucian CRM Recruit note that BRIM requires WebLogic and is not supported on Tomcat as Tomcat does not support JMS

### Ellucian Messaging Service Requirements

- BEP must be 100% functioning and tested in the production and the non-production environment
- Banner Events Publisher

- Well known SSL TLS 1.0 certificate from a well-known certificate authority

## Ethos Identity Tactical Planning Scope of Work

### Service Description

Engagement	High Level Tasks	Deliverables
Project Initiation and Workshop Service Preparation	Project initiation meeting, identity tactical workshop planning service preparation, and preparation for onsite tactical planning workshop	
Tactical Planning Workshop	The purpose of the Identity Tactical Planning Service is to align the Client's short-term tactical plan to the long-term vision by performing a tactical architecture and planning session, and to create an identity management implementation roadmap. This session will analyze the current state architecture and also educate the Client about the products, services and architecture surrounding the Banner ERP and Ellucian solutions. Based on the strategy, a future state architecture and a project plan to realize the identity goals will be developed.	<ul style="list-style-type: none"> <li>• Engagement Agenda</li> </ul>
Service Deliverable Preparation	Development of the tactical plan material and presentation	<ul style="list-style-type: none"> <li>• Identity Management Implementation Roadmap</li> </ul>
Service Deliverable Presentation and Follow Up	Delivery of the tactical plan outlining the Identity and Access Management (IAM) process flows and the IAM architecture. presentation to allow for Q&A.	<ul style="list-style-type: none"> <li>• Client Presentation</li> </ul>
Ongoing Follow-Up Support	Ongoing support and follow-up for topics regarding the Identity Tactical Planning sessions and deliverables. All ongoing follow-up sessions must be scheduled and allocated to an available Ellucian resource.	<ul style="list-style-type: none"> <li>• Agenda and Engagement Report as applicable</li> </ul>

### Service Assumptions

- Deliver planning consultation
- Document and deliver report templates including IAM Project Definition Document and IAM Project Schedule that documents the IAM architecture and plan for Client.

### Client Responsibilities

- Facilitate room logistics and invitation of participants
- Identify and schedule participants for service
- Circulate Ellucian materials in advance of the service.
- Work with Ellucian to determine service expectations and timeline.



## Online Application for Graduation Scope of Work

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### Service Description

Engagement	High Level Tasks	Deliverables
Implementation of Application for Graduation Online	<p>Tasks association with implementing the online application for graduation:</p> <ul style="list-style-type: none"><li>• Review Graduation Requirements</li><li>• Review Graduation Commencement Communications</li><li>• Define Grad App Confirmation Letters</li><li>• Configure Graduation Application Rules</li><li>• Review SSB Transcript Labels</li><li>• Test SSB Graduation Application</li><li>• Troubleshoot Graduation Application processing</li><li>• Review Mass Processing of Degree Records</li></ul>	<ul style="list-style-type: none"><li>• Agenda</li><li>• Engagement Report</li></ul>

### Service Assumptions

- Service hours included would consider a non-production environment deployment only

### Client Responsibilities

- Current refresh of the production database to a non-production environment of Banner Student.
- Ellucian access to the non-production environment of Banner.
- Key contact and team identified and reported to Ellucian assigned for the engagement

### Out of Scope

- Banner student consulting not specifically described above.

## Degree Works Full Service Scope of Work

### Service Description

Engagement	High Level Tasks	Deliverables
Software Installation	Ellucian will install the Degree Works application.	<ul style="list-style-type: none"> <li>Engagement Report</li> </ul>
Introduction and Scribe Readiness Call	<p>The purpose of the Degree Works introduction and Scribe Readiness Call is to give the project team an overview of the Degree Works implementation. Topics and documents reviewed will consist of:</p> <ul style="list-style-type: none"> <li>Degree Works implementation overview;</li> <li>Degree Works team roles and responsibilities;</li> <li>Catalog authentication (if needed);</li> <li>Which catalog year requirements to scribe; and</li> <li>Scribe kickoff worksheet.</li> </ul>	<ul style="list-style-type: none"> <li>Degree Works Implementation Overview</li> <li>Degree Works Team Roles and Responsibilities</li> <li>Scribe Kickoff Worksheet</li> </ul>
Decision Planning Visit	<p>The purpose of the onsite engagement is threefold. The first day's emphasis is client focused. The Client's unique circumstances, goals, and concerns will be discussed in detail. On the second day, the emphasis is on introducing the Degree Works system and exploring its basic functionality. This understanding will serve as the basis for important configuration and implementation decisions that follow. The focus of the third day is on the implementation plan. Each component of the Degree Works implementation is discussed in detail with a particular emphasis on the Client's specific requirements and constraints.</p> <p>Engagement objectives:</p> <ul style="list-style-type: none"> <li>Meet the Degree Works Core Team members and Ellucian;</li> <li>Understand the Degree Works features including web functionality;</li> <li>Identify the basic terminology of the Degree Works system;</li> <li>Describe the Degree Works process flow;</li> <li>Identify recommended practices in a Degree Works implementation;</li> <li>Identify the specific implementation approach for the Client; and</li> <li>Identify document implementation requirements and unique configuration/service considerations for the Client.</li> </ul>	<ul style="list-style-type: none"> <li>Meeting Agenda</li> </ul>
Scribe Services	<p>The purpose of the Degree Works Scribe Service is to complete the initial coding of degree requirements for the Client's degree programs. The blocks of code are delivered into the Degree Works test database. If the scope of the engagement includes additional scribe services for past or future catalogs, this initial code, once verified by the Client, becomes the base for the building of additional scribing.</p> <p>Ellucian will interact with participants who have been identified during the Degree Works Introduction and Scribe</p>	<ul style="list-style-type: none"> <li>Engagement Report</li> </ul>

Engagement	High Level Tasks	Deliverables
	<p>Readiness Call via email, conference calls, and WebEx sessions as needed to clarify degree requirements. All non-written interaction will be followed up with documentation for clear and efficient communication of discussion and decisions.</p> <p>Engagement Objectives:</p> <ul style="list-style-type: none"> <li>• Complete a comprehensive analysis of authenticated degree requirements</li> <li>• Scribe requirements to test database</li> </ul> <p>Breakdown of Scribe counts for the 2016-2017 Undergraduate catalog:</p> <ul style="list-style-type: none"> <li>• Degrees: 7</li> <li>• Majors: 48</li> <li>• Minors: 40</li> <li>• Certificate/Endorsement Programs: 4</li> <li>• Options: 10</li> <li>• Concentration: 13</li> <li>• Tracks: 12</li> <li>• General Education Blocks: 5</li> </ul> <p>Breakdown of Scribe counts for the 2016-2017 Graduate catalog:</p> <ul style="list-style-type: none"> <li>• Degrees: 5</li> <li>• Majors: 8</li> <li>• Options: 10</li> <li>• Concentration: 2</li> <li>• Specialization: 10</li> </ul>	
Technical Training	<p>The purpose of the Degree Works technical training is to introduce and examine the Degree Works system and its technical components. This examination will consist of a demonstration of the Degree Works system. This training will also include a discussion of the setup, configuration, data extraction, and management of the Degree Works system. Finally, the examination will include a discussion of recommended practices, project management, and tools for the Degree Works implementation.</p> <p>Engagement objectives:</p> <ul style="list-style-type: none"> <li>• Meet the Degree Works Project Team members and the Ellucian consultants;</li> <li>• Understand the Degree Works features consisting of web functionality and the PC tools;</li> <li>• Identify the basic terminology of the Degree Works system;</li> <li>• Define the Degree Works implementation project management procedures;</li> <li>• Describe the system architecture;</li> <li>• Describe the Degree Works process flow;</li> <li>• Define the extract process and describe how this process relates to the SIS configuration;</li> <li>• Understand the configuration settings in the UCX tables;</li> </ul>	<ul style="list-style-type: none"> <li>• Training Agenda</li> <li>• Training Materials (PDF format)</li> </ul>

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> <li>• Set up staff ID files and extract staff data from the SIS into Degree Works;</li> <li>• Extract sample student data from the SIS into Degree Works;</li> <li>• Attempt a trial run of the student extract from SIS to Degree Works;</li> <li>• Describe and discuss nightly SQL extract scripts;</li> <li>• Identify web design requirements of Degree Works web pages;</li> <li>• Define and set up Degree Works authentication paths;</li> <li>• Describe how access to services is handled in Degree Works;</li> <li>• Describe system management requirements including the setup of nightly cron job requirements and the description of log files;</li> <li>• Describe and explain troubleshooting techniques</li> <li>• Identify recommended practices in a Degree Works implementation; and</li> <li>• Identify the Degree Works implementation tools.</li> </ul>	
Functional Training I	<p>The purpose of the Degree Works Functional Training I is to:</p> <ul style="list-style-type: none"> <li>• Understand the Degree Works System, Data Structures, Functional Applications and Student Records System, and Data Requirements;</li> <li>• Focus on administrative tools: Scribe, Sure Code and Transit; emphasizing navigation, functionality, and features;</li> <li>• Introduce the Degree Works Web Audit worksheets, emphasizing Student View, Student Data Report, and What If audit; and</li> <li>• Learn to use these products and functionality through full hands on training and prepare for Scribe Block Review and Functional Web Review.</li> </ul> <p>This session is designed to enable the participants to demonstrate, through hands-on exercises, the knowledge and understanding of the Degree Works system functional applications and data requirements. This will consist of using pc applications and the internet. Participants will receive full hands on training during this visit.</p> <p>The lecture and hands-on workshop(s) will cover the following:</p> <ul style="list-style-type: none"> <li>• Demonstrated ability to navigate in Scribe and to scribe basic and semi-complex requirements, and update existing requirement blocks;</li> <li>• Demonstrated awareness of how to troubleshoot student data issues, using Student Data View, and understand their application to course requirements on the Web;</li> <li>• Demonstrated ability to use Sure Code to edit, delete or add codes and flags to UCX tables;</li> <li>• Demonstrated ability to use What If and Student View Audits to look at the display of scribed logic and wording;</li> </ul>	<ul style="list-style-type: none"> <li>• Training Agenda</li> <li>• Training Materials (PDF format)</li> </ul>

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> <li>• Demonstrated ability to run administrative scripts via Transit; and</li> <li>• Demonstrated ability to use Ellucian Degree Works documentation.</li> </ul>	
Functional Training II	<p>This session is designed to introduce additional functionality on the Web, begin building the localization roadmap and requirements of the Degree Works system. A strong focus will be placed on an in-depth understanding of SIS data and its relationships to Degree Works and the placement of courses in the Degree Audits.</p> <p>The purpose of the Degree Works Functional Training II consists of:</p> <ul style="list-style-type: none"> <li>• Defining web design changes, exception processing and Other functionality of the Web, Continuation of Web and Scribe Review; and</li> <li>• Focusing on PC Tool: Transit; emphasizing navigation, functionality, and features.</li> </ul> <p>Engagement objectives:</p> <ul style="list-style-type: none"> <li>• Demonstrated ability to troubleshoot student data issues and their application to course requirements on the Web;</li> <li>• Demonstrated ability to place Exceptions on student record; and</li> <li>• Demonstrated ability to run extracts, and bulk audits via Transit.</li> </ul>	<ul style="list-style-type: none"> <li>• Training Agenda</li> <li>• Training Materials (PDF format)</li> </ul>
Web Design Service	<p>The purpose of this engagement is to provide the Client with site-specific web design changes to alter the look-and-feel of the web application and audit worksheets. We will work with the Client to create a list of requested changes, which will be prioritized and completed by Ellucian. The service also consists of testing of the web changes.</p>	<ul style="list-style-type: none"> <li>• Engagement Report</li> </ul>
Functional Training III	<p>This session is designed to enable participants to set up user access permissions, conduct a go-live checklist evaluation, and make sure the staff is ready to proceed to rolling out Degree Works to the campus community. Web design changes and user roles set-up will be finalized, sample end to end scenarios will be tested with different user logons, and the cut-over plan of moving from implementation to an installed client will be reviewed.</p> <p>Engagement Objectives:</p> <ul style="list-style-type: none"> <li>• All users will have appropriate permissions;</li> <li>• Demonstrated ability to manage the Planner and Templates functionality;</li> <li>• The “go-live” checklist will indicate the status of all critical components;</li> <li>• Software cut-over plan will be evaluated; and</li> <li>• Internal training plan for each user class will be evaluated.</li> </ul>	<ul style="list-style-type: none"> <li>• Training Agenda</li> <li>• Training Materials (PDF format)</li> <li>• Go-live checklist</li> </ul>

Engagement	High Level Tasks	Deliverables
Student Educational Planner Training	<p>The purpose of the Degree Works Student Educational Planner session is to:</p> <ul style="list-style-type: none"> <li>• Understand the Degree Works Student Educational Planner (SEP) System, Data Structures, Functional Applications and Student Records System, and Data Requirements;</li> <li>• Focus on Web tools for building Plans and Templates for Program Plans. Consists of working with multiple applications within Degree Management;</li> <li>• Learn to use these products and functionality through full hands on training; and</li> <li>• Define new business processes where needed. This will encourage accurate data entry. By having accurate data entry in Plans and Templates, curriculum planning reporting can be used as desired.</li> </ul> <p>The purpose of this training session is to develop competence working with the Student Educational Plan application and its related tables. It is our goal that the Client will roll out the application to selected departments or campus-wide within a reasonable amount of time after the consulting session has completed.</p>	<ul style="list-style-type: none"> <li>• Training Agenda</li> <li>• Training Materials (PDF format)</li> </ul>
Functional Training IV	<p>This session is designed to enable participants to conduct a go-live checklist evaluation, and make sure the staff is ready to proceed to rolling out Degree Works to the campus community. The cut-over plan of moving from implementation to an installed client will be reviewed.</p> <p>Engagement Objectives:</p> <ul style="list-style-type: none"> <li>• All users will have appropriate permissions</li> <li>• The “go-live” checklist will indicate the status of all critical components</li> <li>• Software Cut-Over plan will be evaluated</li> </ul> <p>Internal Training plan for each user class will be evaluated</p>	<ul style="list-style-type: none"> <li>• Training Agenda</li> <li>• Training Materials (PDF format)</li> <li>• Go -live Checklist</li> </ul>
Technical Training	<p>The purpose of this engagement is to provide the Client with a review of key technical topics familiarity with which will be essential to support a successful go-live.</p> <p>These topics consist of:</p> <ul style="list-style-type: none"> <li>• Degree Works architecture</li> <li>• Tuning</li> <li>• User access/authorization</li> <li>• Degree Works environment management</li> <li>• Reapplying web design changes after an upgrade</li> <li>• Go-live checklist</li> <li>• (Possibly CPA reporting)</li> </ul> <p>Engagement objectives:</p> <ul style="list-style-type: none"> <li>• Demonstrated understanding of key technical topics;</li> <li>• Completion of go-live checklist; and</li> <li>• Client confidence in the ability to manage the Degree Works technical environment in support of and following go-live.</li> </ul>	<ul style="list-style-type: none"> <li>• Training Agenda</li> <li>• Go-live Checklist</li> </ul>

Engagement	High Level Tasks	Deliverables
Clone to Production	The purpose of this service is to clone the non-production Degree Works environment to a new production environment on the Client's computer system, located at Client's site/located at Ellucian's hosted environment.	<ul style="list-style-type: none"> <li>Engagement Report</li> </ul>
Remote Consulting	General consulting to support Client issues such as scribe and audit issues and troubleshoot results of Client audit review process, provide data extract assistance, and host conference calls as needed between trainings.	

#### Service Assumptions

- Deviation from the catalog year and/or number of scribe blocks estimated may require an adjustment to the number of scribe hours required.
- The Client's authenticated source documentation may include the published catalog/bulletin, advisor audit worksheets, etc. Scribe documentation should:
  - Be delivered in electronic format (e.g. Work document, PDF, etc.), and be validated;
  - Use a clear, concise format to ensure scribing is complete and accurate; and
  - Contain course lists rather than narrative text.

#### Client Responsibilities

- Provide the infrastructure to support the software (e.g., servers, personal computers and network, Oracle database);
- Provide design requirements for web design changes;
- Provide appropriate campus resources as outlined in the Degree Works Campus Team Roles and Responsibilities document;
- Complete the functional review process in the timeline delineated in the project plan;
- Provide any site-specific modifications to the baseline native bridge that may be desired to accommodate business processes or student data practices;
- Provide adequate training facilities during the implementation;
- Process any required business practice changes; and
- Test the Degree Works system for accuracy.

#### Out of Scope

- Scribing for Pre-requisites, Financial Aid, Athletic Eligibility, and Service Opportunity College audit

## Degree Works Transfer Equivalency Self-Service Implementation Scope of Work

### Overview

Ellucian provides implementation support for Degree Works Transfer Equivalency in 2 key areas: functional and installation. Guided by the Ellucian implementation approach, Ellucian will work collaboratively with the Client and with each other to ensure that Degree Works Transfer Equivalency is optimally configured to meet the Client's objectives.

During the Define and Design Phases, Ellucian will work with the Client to establish the basic system infrastructure and confirm the general scope of the implementation services. Activities during this phase consist of: establishing the project plan and project team; confirming resources and facilities at the Client's site; and ordering the technical system such as hardware and third-party software. Ellucian will advise the Client on the authentication process as well as any business practices that need to be modified. The Client is responsible for installing and configuring the hardware, operating system, and database, and Ellucian is responsible for installing the Degree Works Transfer Equivalency Software.

During the Configure and Test Phases, Ellucian will train Client's implementation team on the extract, configuration, and maintenance of the Degree Works Transfer Equivalency solution. Ellucian will provide user interface training to Client's project team.

### Service Description

Engagement	High Level Tasks	Deliverables
Software Installation	Ellucian will install the Degree Works Transfer Equivalency system on Client's computer system, located at Client's site.	
Introduction and Prep Call	<p>The purpose of the introduction and prep call is to give the potential project team members to an overview of the Degree Works Transfer Equivalency implementation. This will consist of walking through several documents and templates provided by Ellucian to assist in the implementation.</p> <p>Topics and documents reviewed to consist of:</p> <ul style="list-style-type: none"><li>• Degree Works Transfer Equivalency Implementation Overview; and</li><li>• Team roles and responsibilities.</li></ul>	<ul style="list-style-type: none"><li>• Degree Works Transfer Equivalency Implementation Overview</li><li>• Team Roles and Responsibilities</li></ul>
Transfer Equivalency Self Service Configuration	<p>The purpose of the engagement is to introduce and examine the Degree Works Transfer Equivalency system and its components. This examination will consist of a demonstration of the Degree Works system. This training will also contain discussion of the setup, configuration, data extraction, and management of the Degree Works Transfer Equivalency system.</p> <p>Engagement objectives contain the following:</p> <ul style="list-style-type: none"><li>• Meeting the Project Team members and the Ellucian Degree Works functional consultant;</li><li>• Understanding the Degree Works Transfer Equivalency features including web functionality;</li><li>• Identifying the basic terminology of the Degree Works Transfer Equivalency system;</li><li>• Defining the articulation mapping extract process and describe how this process relates to the Self-Service configuration;</li></ul>	<ul style="list-style-type: none"><li>• Training Agenda</li><li>• Training Materials (PDF format)</li></ul>



Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> <li>Understanding the configuration settings in the UCX tables; and</li> <li>Extracting articulation mapping data from the SIS into Degree Works.</li> </ul>	
Transfer Equivalency Self Service User Interface Training	<p>This session is designed to introduce participants to the Transfer Equivalency Self-Service web interface, including basic navigation and sign-in options.</p> <p>Engagement objectives include the following:</p> <ul style="list-style-type: none"> <li>Demonstrated ability to navigate the Transfer Equivalency Self-Service web application.</li> </ul>	<ul style="list-style-type: none"> <li>Training Agenda</li> <li>Training Materials (PDF format)</li> </ul>
Engagement Report	Engagement Report, provided after the conclusion of the Transfer Equivalency service, summarizing the objectives and accomplishments of the sessions, relevant issues to be addressed, and tasks to be completed.	<ul style="list-style-type: none"> <li>Engagement Report</li> </ul>

#### Service Assumptions

- Transfer articulation mapping records are complete, correct, and reside in the Client's SIS.
- Client has licensed the following Ellucian Baseline Component Systems: Degree Works and Transfer Equivalency Admin.

#### Client Responsibilities

- Provide the infrastructure to support the software (e.g., servers, personal computers and network, Oracle database);
- Provide appropriate campus resources as outlined in the Degree Works Campus Team Roles and Responsibilities document;
- Client's expert teams will participate in all training and consulting sessions. Client's expert teams will review existing policies and procedures and begin to develop new procedures as appropriate. Each member of the team will review the information contained in the training documentation and the supplied training materials which explains the functionality of the Baseline Transfer Equivalency Admin Component System. These teams must complete all testing, validation, rule, and process development required for production system operations in their respective areas of specialization;
- Provide any changes to the look-and-feel of the Self-Service application;
- Client will be responsible for taking the Baseline Transfer Equivalency Self-Service Component System into a live production environment and, in this regard, will make the determination as to the appropriate time frame for this undertaking;
- Process any required business practice changes; and
- Test the Degree Works Transfer Equivalency system for accuracy.

## Ellucian Mobile Platform Edition Foundation Services Scope of Work

### Overview

The Ellucian Mobile Foundation Services are designed to provide a Client branded version of Ellucian Mobile within the Client's non-production and production environment, as well as a published application the Apple App Store, and Google Play.

### Service Description

Engagement	High Level Tasks	Deliverables
Project Initiation	Review project and expectations (technical and functional consultant both attend 1-hour call with Project Manager)	<ul style="list-style-type: none"><li>Engagement Agenda</li></ul>
Ellucian Mobile Discovery and Planning	<ul style="list-style-type: none"><li>Partner with the Client to determine an Ellucian Mobile implementation strategy by reviewing Ellucian Mobile capabilities and functionalities and aligning them with the Client's goals and objectives.</li><li>Develop a strategy for the implementation of security roles and permissions of each Ellucian Mobile Module.</li><li>Tailor the Ellucian Mobile Design branding, menu configuration, layout of content and navigation.</li></ul> <p>Specific objectives consist of:</p> <ul style="list-style-type: none"><li>Project goals &amp; objectives;</li><li>System Education (review functionality and related decision points);</li><li>Discovery (Decision Workbook documentation); and</li><li>Design Planning (information design, menu configuration, mobile app navigation).</li></ul>	<ul style="list-style-type: none"><li>Engagement Agenda</li><li>Decision Workbook</li><li>Engagement Report</li></ul>
Ellucian Mobile Readiness Review and Planning Service	<p>Ellucian will provide Client with a remote readiness review and planning session to provide information about Ellucian's Ellucian Mobile, Ellucian Mobile Services, and implementation and deployment of Ellucian Mobile.</p> <p>Ellucian will provide Client with a Service Preparation Document ("SPD"); a checklist to ensure the Client's environment is meets the requirements of Ellucian Mobile and provides valuable information to Ellucian delivering the services.</p>	<ul style="list-style-type: none"><li>SPD</li></ul>
Ellucian Mobile Installation and Configuration Service	<p>Services consist of:</p> <ul style="list-style-type: none"><li>1 Ellucian Mobile server components into the non-production environment; and</li><li>1 Ellucian Mobile server components into the production environment.</li></ul> <p>Ellucian will pre-configure Ellucian Mobile on Client's behalf with the Client's branding. This consists of:</p> <ul style="list-style-type: none"><li>Applying appropriately scaled image of Client's logo (or Client's image of choosing) as the Ellucian Mobile application logo, for iPhone this includes updating the splash/load screen. For both Android and iPhone this includes applying Client's provided icon images;</li></ul>	<ul style="list-style-type: none"><li>Mobile configuration</li><li>Installation checklist</li><li>Installation checklist documentation</li><li>Engagement Report</li></ul>

Engagement	High Level Tasks	Deliverables
	<ul style="list-style-type: none"> <li>Configuring the Ellucian Mobile application institution selection to be hardcoded directly against the Client's cloud configuration;</li> <li>Deploying a test application to the Client's internal environment; and</li> <li>Deploying the Client's branded production ready application in the Apple App Store, and Google Play.</li> </ul> <p>Ellucian will provide the initial configuration of Ellucian Mobile Cloud for the Client. This includes setting up the following cloud configuration sections:</p> <ul style="list-style-type: none"> <li>Getting Started section (Mobile Server Key, and Mobile Server URL)</li> <li>General section (Database Configuration)</li> <li>Appearance/About sections (Colors/Splash Logo/About)</li> </ul>	
Ellucian Mobile Training	The Ellucian Mobile Foundation Service includes an installation overview of Ellucian Mobile components as well as an overview on the cloud configuration utility.	
Ellucian Mobile Application Configuration	<p>Review and document modifications to the design and configure Ellucian Mobile per agreed upon specifications as defined during the Ellucian Mobile discovery and planning engagement.</p> <p>Specific objectives consist of:</p> <ul style="list-style-type: none"> <li>Documenting and review design modifications; and</li> <li>Configuring Ellucian Mobile as per agreed upon specifications.</li> </ul>	<ul style="list-style-type: none"> <li>Configured Mobile Application</li> <li>Updated Decision Workbook</li> </ul>
Ellucian Mobile Go-live Planning	<p>Design and document a go-live adoption strategy including how to market Ellucian Mobile and teach end users the ease of use along with the benefits of Ellucian Mobile to optimize high number of end user adoption. The goal of this engagement is to create a roll-out plan that will ensuring a high level of downloads, regular use, student engagement and retention.</p> <p>Review integration features with analytic tools such as Google analytics to review the metrics which confirm the ability to monitor key ROI metrics.</p> <p>Specific objectives consist of:</p> <ul style="list-style-type: none"> <li>Creating a go-live adoption plan (marketing and support);</li> <li>Planning for engagement and retention; and</li> <li>Determining analytics metrics.</li> </ul>	<ul style="list-style-type: none"> <li>Engagement Report</li> </ul>

#### Service Assumptions

- Ellucian Mobile authentication will be configured via the Student Information System (SIS) native authentication method and can be configured via LDAP/AD as part of the standard service offering.

#### Client Responsibilities

- Prior to the commencement of Ellucian Mobile Foundation Services, Client must obtain (or have obtained) a valid license for Ellucian Mobile Foundation edition from Ellucian to use Ellucian Mobile.
- For Single Sign On authentication via federation, Ethos Identity will be required in non-production and production for Ellucian to perform configuration.
- Client will provide remote access to Ellucian to the non-production and production server environment designated for the Ellucian Mobile Service activities, including system administrative privileges.

- Client is responsible to confirm that the prerequisites described below are satisfied for Ellucian to be able to perform its services obligations hereunder.
- Environment meets specifications for the deployment of the Ellucian Mobile Software.
- Client facilitates logistics and invitation of Client's participants for each of the training services described herein
- Coordinate with Ellucian to determine expectations and timeline.
- Client will provide properly scaled images as outlined in the SPD;
- Client will provide hexadecimal Red Green Blue ("RGB") color values for the application as outlined in the SPD.
- Client will provide a compatible non-production and production environment.
- Services do not include applying Banner required pre-requisite releases, Client will ensure compliance.
- The Banner Student API 9.4+ along with Banner Student 8.9.3+ are required for Registration via the Ellucian Mobile application

#### **Out of Scope**

- Single Sign On configuration is out of scope. Additional services can be purchased to integrate Ethos Identity with Ellucian Mobile for Single Sign On.
- Banner MEP Clients
- Ellucian will only provide Ellucian Mobile server components installations on Tomcat, which is currently the only supported application server.
- Ellucian will use its development keys for the deployment of the application to the Apple App Store and Google Play. Optionally, we will utilize Client's keys by request.
- Ellucian will install the mobile components. It is up to the Client to test and validate Mobile and the ERP to make use of the mobile features such as registration.

## Evisions Argos Training and Implementation Scope of Work

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### Overview

Ellucian's training services for Argos have been constructed to aid attendees in the development of skills pertinent to their role and responsibilities. During the Argos training services, attendees will:

- Be introduced to the features and capabilities of Argos;
- Receive hands-on training covering report and DataBlock development;
- Learn recommended practices for reporting with Argos; and
- Review Administration and configuration of the Argos Environment.

### Service Description

Engagement	High Level Tasks	Deliverables
MAPS Configuration and Security	Prior to the first week of training, Ellucian will facilitate a session with the Client to review the Evisions Argos environment and confirm the environment has been properly installed and configured. This session will also include a discussion of the security options available within Evisions Argos.	<ul style="list-style-type: none"><li>• Agenda</li></ul>
Argos Training	During this onsite engagement, attendees will participate in the following sessions: <ul style="list-style-type: none"><li>• Argos Demonstration</li><li>• Report Specification Workshop (Part 1)</li><li>• DataBlock Designer Training</li><li>• DataBlock Designer Trainer Facilitated Lab</li></ul>	<ul style="list-style-type: none"><li>• Engagement Agenda</li><li>• Training Materials (PDF format)</li><li>• Engagement Report</li></ul>

### Service Assumptions

- Any DataBlocks or reports created during the delivery of these services are provided as-is with no ongoing maintenance or support.

### Client Responsibilities

- Banner and/or the Banner Performance Reporting and Analytics ("BPRA") applications
  - Have been installed; and
  - Contain data sufficient to support the services outlined herein.
- Collect report descriptions (report examples, outlines, etc.) and report specifications for use during the DataBlock Designer and DataBlock Designer Trainer Facilitated Lab.

### Out of Scope

- Technical or administrative tasks, including, but not limited to, application upgrades, patches, tuning, and monitoring;
- Data source (e.g. Banner, Banner Operational Data Store, Banner Enterprise Data Warehouse) training or consulting;
- Customization or extension of the BPRA environment; and
- Custom DataBlock or report development.



## ON DEMAND SUBSCRIPTION LIBRARY ORDER FORM

### ELLUCIAN COMPANY L.P.

#### Client Information

Client Name: **KENTUCKY STATE UNIVERSITY**

Underlying Agreement: This On Demand Subscription Library Order Form ("Order Form") amends the latest Software License & Services Agreement or General Terms and Conditions Agreement (as applicable) between the parties, as previously amended ("Agreement").

Client is granted a right to access and use the Ellucian-proprietary self-paced, web-based training programs ("Web-Based Training Programs") that Ellucian makes available during the applicable Subscription Period. By no later than thirty (30) days after the Execution Date and upon receipt of user account information from Client, Ellucian will make available to Client the most current version of the Web-Based Training Programs for the Baseline version of Ellucian Component Systems. Further, provided that Client pays Ellucian the applicable subscription fees specified in this Order Form ("Subscription Fees"), Ellucian will make available to Client each new version of the Web-Based Training Programs that Ellucian makes available during the applicable Subscription Period. Each such new version of the Web-Based Training Programs will be made available via the website as soon as reasonably practicable after the same become generally available to Ellucian licensees in each instance.

Client will only have the right to use the Web-Based Training Programs in connection with its license to use the corresponding Component System, and Client's right to use the Web-Based Training Programs will be subject to and limited by the licensing terms of the License Agreement. All Web-Based Training Programs are owned by and constitute copyrighted and Confidential Information of Ellucian. Client is expressly prohibited from placing on or otherwise making any Web-Based Training Programs, in whole or in part, available from any website, including any website maintained, operated or authorized by Client.

#### ON DEMAND SUBSCRIPTION LIBRARY (ODSL):

Service Description	Annual Subscription Fee
ODSL Knowledge Pro – <b>Ten (10)</b> named user(s) Subscription Period: Commencement Date (May 1, 2018) – Expiration Date (April 30, 2019)	\$9,490
<b>ANNUAL SUBSCRIPTION FEE</b> <sup>(1)</sup>	<b>\$9,490</b>

**Payment Terms for ODSL Subscription:** The Annual Subscription Fee stated above covers the subscription fees payable for each full twelve (12) month period during the Subscription Period. Subscription fees are due and payable annually, with payment of the first Annual Subscription Fee (covering the twelve (12) month period commencing on the Commencement Date stated above) due on the Execution Date and each subsequent Annual Subscription Fee due on the anniversary date of the Commencement Date, in advance of the applicable twelve (12) month period for which such Annual Subscription Fee is payable.

By the execution of this Order Form, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this non-cancelable Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. In executing this Order Form, Client has not relied on the availability of either any future version of any software, or any future software product.

**(EXECUTION FOLLOWS ON THE NEXT PAGE)**

**Ellucian**

**Client**

**By:** \_\_\_\_\_  
*Authorized Signature*

**Name:** \_\_\_\_\_  
*Printed*

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
*Authorized Signature*

**Name:** \_\_\_\_\_  
*Printed*

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**The last date of signature is the “Execution Date” of this Order Form.**

DRAFT



KENTUCKY STATE UNIVERSITY  
("Client")

As of the latest signing date below, **ELLUCIAN COMPANY L.P.** and Client agree that the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance ("Agreement"), as applicable, will apply to the attached Order Form(s), each of which will constitute a separate and independent contract between the parties to the Order Form. "Ellucian" means, in each instance, the Ellucian entity that enters into an Order Form with Client. **By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for each of the attached non-cancelable Order Form(s). Except as amended by the Order Form(s), the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form(s) are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.**

Ellucian

Client

By:

\_\_\_\_\_  
*Authorized Signature*

By:

\_\_\_\_\_  
*Authorized Signature*

Name:

\_\_\_\_\_  
*Printed*

Name:

\_\_\_\_\_  
*Printed*

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

The later date of signature above is the "Execution Date" for each of the attached Order Forms.  
Client's Billing Contact Information appears below.

Client  
Billing Contact Information

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City, State, Zip:

\_\_\_\_\_





## PROFESSIONAL SERVICES ORDER FORM

### ELLUCIAN COMPANY L.P.

#### Client Information

Client Name: **KENTUCKY STATE UNIVERSITY**

Agreement The terms and conditions stated in the most recent underlying agreement between the parties for provision of Professional Services will apply to this Professional Services Order Form ("Order Form").

Ellucian agrees to provide to Client the Professional Services identified in the table(s) below for the fees set forth in the table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form. In performing the Professional Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide. Ellucian will provide Client with the time and materials services identified in the Time and Materials Services Table below, during the period specified in that Table; for the avoidance of doubt, these are not "fixed fee" or "not to exceed" services, but rather time and materials services for which Client will pay Ellucian for Professional Services rendered at the hourly rate provided for in the Time and Materials Services Table.

#### TIME AND MATERIALS SERVICES TABLE: <sup>1</sup>

Description <sup>2</sup>	Estimated Hours	Hourly Rate <sup>3</sup>	Fee <sup>4</sup>
Banner Finance Self-Service	68	\$190	\$12,920
Banner Finance Consulting	288	\$190	\$54,720
Project Management	53	\$190	\$10,070
<b>TOTAL TIME AND MATERIALS SERVICES FEE:</b>			<b>\$77,710</b>

#### Notes to Time and Materials Services Table:

- <sup>1</sup> The pricing contained in this Order Form is valid only if the Execution Date occurs on or before May 18, 2018.
- <sup>2</sup> For a more detailed description of these services, see the Statement of Work attached as Attachment A.
- <sup>3</sup> Hourly rates specified in this table will be held in place for services rendered on this implementation project for a period beginning on the Execution Date and ending one (1) year later. Requests for any additional services beyond the one (1) year period will need to be negotiated under separate order form and signed by both parties.
- <sup>4</sup> Client is advised that, without limitation, Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time. Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL TIME AND MATERIALS SERVICES FEE) will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

**Payment Terms – Time and Materials Services:** Ellucian will invoice Client monthly for all time and materials services on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

**Payment Terms – Expenses and Other Charges:** Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

#### Project Assumptions

As applicable, the following assumptions will apply to Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client's site, and be the main point of contact for Ellucian throughout the implementation.

- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a 'train-the-trainer' methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices and Ellucian common business process models. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the Statement of Work, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Prior to the commencement of applicable services, Client will provide Ellucian access to applicable on-premise Ellucian Software, will have all necessary hardware onsite and operational, and have all required software installed, other than software to be installed by Ellucian.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the Baseline version of the Ellucian Software available as of the Execution Date.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.

## **Banner Finance System Analysis Scope of Work**

### **Overview**

Ellucian will meet with key staff and decision makers to discuss current Client practices, procedures, policies and business processes. Prior to the visit, a planning call will be scheduled and a questionnaire about current practices will be sent to Client. Using this information and higher education industry recommended practices, Ellucian will identify:

- Process improvements that can be achieved through leveraging Banner Finance functionality based upon the latest releases;
- Business processes that can be improved through system re-implementation;
- Operational activities that would benefit from further training and/or consultative support; and
- Areas where specific teams can work cross-functionally to implement integrated processes.

### **Service Description**

<b>Engagement</b>	<b>High Level Tasks</b>	<b>Deliverables</b>
Finance System Analysis	<p>The Finance System Analysis will focus on the core functions identified below:</p> <ul style="list-style-type: none"><li>• Accounts Payable</li><li>• Electronic Approvals</li><li>• Finance Self-Service</li><li>• General Ledger</li><li>• Interfaces</li><li>• Purchasing</li><li>• Reporting</li><li>• Rules and Security</li></ul>	<ul style="list-style-type: none"><li>• Engagement Report</li></ul>

### **Service Assumptions**

- Follow on training will be provided in the accompanying Training and Consulting Scope of Work.
- The service engagement will be a joint effort between Ellucian and Client staff.
- At the conclusion of the on-site visit, Ellucian will summarize the findings and recommendations with the Client to:
  - Prioritize the items identified to provide a suggested sequence of addressing the recommendations.
  - Provide a preliminary working tool for both Client and Ellucian.
- After the conclusion of the System Analysis on-site visit, Ellucian will deliver a System Analysis report.

### **Client Responsibilities**

- Current refresh of the Production database to a non-production environment of Banner Finance for accurate assessment of rules and validations relative to configurations activities
- Provide Ellucian with access to the non-production environment of Banner

### **Out of Scope**

- In depth training for the topics discussed during the System Analysis.
- Ellucian will not provide complex setup recommendations during the engagement due to time constraints.

## Banner Finance Consulting and Training Scope of Work

### Service Description

Engagement	Engagement Description
Training & Consulting on the Following Topics	Chart of Accounts – General Ledger Processing
	Rules/Security/Approvals
	Research/Grants
	Research Billing
	Fixed Assets
	Review Interfaces for HR and AR
	Budget Development
	Year End
	GASB attribute review – correct mapping & test
	Prep/Travel/Follow-up (8 visits total)

### Service Assumptions:

- Hours may be remote or onsite as needed and will be communicated to Ellucian's project manager two weeks prior to the anticipated delivery date

### Client Responsibilities

- Provide recent clone of the production database for training with user login's and instructor login
- Provide training room with overhead, Whiteboard, & Internet connection

### Out of Scope:

- Ellucian technical assistance is not part of this scope but, if desired, can be scoped separately
- Creating of any site-specific reports are outside the scope of this document
- Position Control consulting is not part of this SOW
- Conversion of Fixed Asset and Grant Billing is not included, and can be scoped separately if necessary

## Project Management Scope of Work

### Overview

Ellucian will provide project management services to Client using Ellucian's implementation methodology. Ellucian's implementation methodology is executed in four phases: Initiation Phase, Planning Phase, Execution Phase, and Transition & Close Phase. The four phases of Ellucian's implementation methodology, combined with monitor and control procedures, provide the structure for the overall project, helping the project management team monitor and control expectations, budget, communication, and quality.

### Service Description

Engagement	High Level Tasks	Deliverables
Initiation	<ul style="list-style-type: none"><li>Project initiation</li></ul>	<ul style="list-style-type: none"><li>Project Planning session</li></ul>
Planning	<ul style="list-style-type: none"><li>Project planning and resource management</li><li>Initial Development of Project Charter or Scope Statement</li><li>Project internal repository for project artifacts</li><li>Ellucian internal project initiation meeting</li><li>Client project planning session</li><li>Introduction of delivery management team</li></ul>	<ul style="list-style-type: none"><li>Project Charter or Scope Statement</li><li>Project schedule with Ellucian resources</li><li>Project Repository</li></ul>
Execution	<ul style="list-style-type: none"><li>Quality assurance activities</li><li>Issue tracking</li><li>Changes to scope</li><li>Schedule resources, and costs, project risk response plans</li><li>Project financials (budgets, project reconciliation)</li><li>Knowledge resources</li><li>Delivery of solution artifacts</li></ul>	<ul style="list-style-type: none"><li>Updated project documentation and solution delivery artifacts</li><li>Status reports</li><li>Change requests</li></ul>
Transition and Close	<ul style="list-style-type: none"><li>Transition planning, delivery to contract and project scope with client acceptance</li><li>Project closure</li></ul>	<ul style="list-style-type: none"><li>Transition plan</li><li>Client letter of acceptance</li></ul>

### Client Responsibilities

- Client will provide information to Ellucian project team that will contribute to project activities and development of artifacts.
  - Client will provide approval on all project activities, artifacts, and outcomes based on the agreed sign-off criteria and Client acceptance period for approval.
  - Client will attend and participate in project status meetings as defined by the Ellucian project manager and Client project leader.
  - Client will support and otherwise cooperate with Ellucian throughout all project activities, development of artifacts, and project outcomes.
  - Client will provide a full-time project leader or functional leader who will manage the project and work directly with the Ellucian project manager and provide the required input and work product to support project activities, artifacts, and outcomes.
  - Client will assign Client resources to complete Client tasks required as part of the project's schedule.
- Client will provide timely approval of project change requests prior to the start of the project change

