

BOARD OF REGENTS
for
KENTUCKY STATE UNIVERSITY



Finance and Administration Committee Meeting

Thursday, May 21, 2020

9:00 A.M.

2nd Floor

Julian M. Carroll Academic Services Building

Frankfort, Kentucky

KENTUCKY STATE UNIVERSITY

MISSION STATEMENT

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.

KENTUCKY STATE UNIVERSITY

VISION STATEMENT

Kentucky State University prepares today's students as global citizens, lifelong learners and problem solvers. To accomplish this, Kentucky State University must challenge itself and its students to be the best. It must recognize its strengths, expand and excel. Notwithstanding, it must also welcome change and quality improvement. By doing so, KSU will gain widespread recognition as one of the region's strongest universities. As a university of distinction, Kentucky State University will create an environment where:

- Students are first.
- Diversity is valued, understood and respected.
- Diverse, motivated and talented students, staff and faculty are actively recruited and retained.
- An intellectual environment conducive to leadership in teaching, research and community service is encouraged and supported.
- Effective teaching is promoted both inside and outside the classroom.
- Students are taught how to obtain, evaluate and use information.
- Learning is lifelong.
- Effective and efficient fiscal management by the administration is the norm.
- Collegiality is the norm, not the exception.
- Each person is a change agent.
- Excellence starts with me.

KENTUCKY STATE UNIVERSITY

CORE VALUES

Through the core values, we- the faculty, staff, administration and students of Kentucky State University – communicate to all our stakeholders and constituents the way in which we choose to do business. The following values that we hold are essential to achieving the University’s mission:

Student Centered Philosophy

In everything we do, our students come first. We strive to create an environment that values the unique backgrounds, perspectives and talents of all our students and provide them with the academic, leadership and social tools to help them grow as responsible, knowledgeable and creative global citizens. We encourage attitudes and behaviors that lead to a desire to learn, a commitment to goals and respect for the dignity of others. Ultimately, we encourage attitudes and behaviors that build success.

Excellence and Innovation

We believe in student’s potential to learn and to connect what they learn inside and outside the classroom to solving problems for productive changes. We strive to offer excellent academic programs; to encourage exploration and discovery through providing outstanding instruction, technology and facilities; and to ignite a curiosity toward the world and a passion for lifelong learning. We seek to reward the pursuit and achievement of excellence and innovation in an environment where freedom of thought and expression are valued. We want all members of our campus community to leave a mark through their creativity, curiosity, discovery, exploration and ingenuity.

Ethical Conduct

We encourage the sharing of information in an open and responsible manner while maintaining the highest ethical and moral standards. The standards are reflected in our commitment to accountability and to personal responsibility for our choices and actions. We encourage respect for the dignity, diversity and right of individuals. We welcome all students who commit themselves to learning, knowing that students and faculty with diverse perspective enhance our classroom experience.

Social Responsibility

We share responsibility for each other and are committed to providing opportunities for the participation in the economic, political and cultural life of our local, state, regional, national and global communities. We are sensitive to our surrounding community; therefore, we recognize the value of integrating classroom learning with the community experience. Our commitment is to provide leadership and to establish partnerships for addressing community and workforce needs and to make a positive difference in the city of Frankfort, the Commonwealth of Kentucky and the world.

KENTUCKY STATE UNIVERSITY COUNCIL OFFICERS

Dr. M. Christopher Brown II
Eighteenth President

Dr. Beverly Schneller
Acting Provost and Vice President for Academic Affairs

Mr. Douglas R. Allen II
Executive Vice President for Finance and Administration / CFO

Ms. Clara Ross Stamps
Senior Vice President for Brand Identity and University Relations

Vacant
Institutional Advancement

Dr. Derek F. Greenfield
Vice President for Student Engagement and Campus Life

Ms. Lisa Lang
General Counsel, and Records Custodian

KENTUCKY STATE UNIVERSITY BOARD MEMBERS

Mr. Ron Banks (2023)

Ms. Mindy Barfield, Esq. (2021)

Ms. Kierra Donald (2020), Student Regent

Dr. Elaine Farris (2020), *Chairperson*

Ms. Chandee Felder (2022), *Staff Regent*

Mr. Paul C. Harnice, Esq. (2022)

Mr. Dalton Jantzen, MS (2022)

Dr. Joe Moffett (2022), *Faculty Regent*

Dr. Syamala H.K. Reddy (2021)

Mr. Roger Reynolds (2024)

KENTUCKY STATE UNIVERSITY ELECTED BOARD OFFICERS

Dr. Elaine Farris, *Chairperson*

Mr. Dalton Jantzen, *Vice Chairperson*

Dr. M. Christopher Brown II, *Secretary*

Mr. Douglas R. Allen II, *Treasurer*

KENTUCKY STATE UNIVERSITY

BOARD COMMITTEES

ACADEMIC AFFAIRS

Regent Dalton Jantzen, *Chair*

Regent Mindy Barfield

Regent Kierra Donald

Regent Elaine Farris

Regent Joe Moffett

Regent Roger Reynolds

BRAND IDENTITY AND UNIVERSITY RELATIONS

Regent Roger Reynolds, *Chair*

Regent Ron Banks

Regent Elaine Farris

Regent Dalton Jantzen

Regent Joe Moffett

INSTITUTIONAL ADVANCEMENT

Regent Ron Banks, *Chair*

Regent Elaine Farris

Regent Chandee Felder

Regent Paul Harnice

Regent Syamala Reddy

Regent Roger Reynolds

FINANCE AND ADMINISTRATION

Regent Mindy Barfield, *Chair*

Regent Elaine Farris

Regent Paul Harnice

Regent Dalton Jantzen

Regent Roger Reynolds

ENROLLMENT MANAGEMENT AND STUDENT ENGAGEMENT

Regent Elaine Farris, *Chair*

Regent Ron Banks

Regent Kierra Donald

Regent Chandee Felder

Regent Paul Harnice

Regent Dalton Jantzen

GOVERNANCE

Regent Paul Harnice, *Chair*

Regent Mindy Barfield

Regent Elaine Farris

Regent Chandee Felder

Regent Syamala Reddy

Regent Roger Reynolds

EXECUTIVE

Regent Elaine Farris, *Chair*

Regent Ron Banks

Regent Mindy Barfield

Regent Paul Harnice

Regent Dalton Jantzen

Regent Roger Reynolds

KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

Meeting of the Finance and Administration Committee

Thursday, May 21, 2020, 9:00 a.m.

***** Meeting Will be Conducted by Teleconference*****

Zoom Link: <https://kysu.zoom.us/j/91180354452>

Webinar ID: 911 8035 4452

Phone One-Tap: US: [+13017158592](tel:+13017158592) or [+13126266799](tel:+13126266799)

AGENDA

1. **Call to Order** Regent Mindy Barfield, Chair
2. **Roll Call** Dr. M. Christopher Brown II,
Board Secretary
3. **Adoption of the Agenda** Regent Mindy Barfield
4. **Information Item(s)** Dr. M. Christopher Brown II
 - A. *Budget Adjustment and Reduction in Force Update*
 - B. *Review of the Proposed FY2021 Budget Allocation*
5. **Adjournment** Regent Mindy Barfield

MEMBERS

Regent Mindy Barfield, Chair
Regent Elaine Farris, Regent Paul Harnice, Vacant,
Regent Dalton Jantzen, Regent Roger Reynolds



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

DATE: May 21, 2020
SUBJECT: Budget Adjustment and Reduction in Force Update
FROM: FINANCE AND ADMINISTRATION
ACTION ITEM: NO

BACKGROUND: Kentucky State University is in the midst of challenging times as the world attempts to navigate through a myriad of serious issues resulting from the COVID-19 pandemic. One of the biggest challenges facing Kentucky State University, along with all higher education institution across the nation, is the significant financial impact brought about by the global pandemic.

Kentucky State University must strengthen its financial position in order to face these current and future challenges by acting strategically while maintaining fiscal accountability. Kentucky State University has reviewed all budgets and workforce for operational effectiveness and sustainable finances.

SUMMARY OF PROGRAMS/ACTIVITIES: Following the onset of the COVID-19 pandemic, Kentucky State University has been forced to face this crisis as it continues to unfold for an indeterminate amount of time. In the best interest of the university and the mission in which she serves, Kentucky State was tasked with the difficult decision to review, in a consistent and equitable manner, its current workforce, the distribution of labor, and costs given the current financial and enrollment considerations. With the notation of challenges to institutional operations and adjusting to new realities, there was a review of all university personnel in the areas of Executive Staff and Managers, Academic Instruction, Student Support, Administrative Services, and Physical Plant.

A decision has been made that a financial condition exists necessitating both a budget adjustment and reduction in force to improve operational efficiency.

During the May 5th, 2020 Board of Regents Special Called Board Meeting the Board of Regents approved the Budget Adjustment and Reduction in Force. This item is an update regarding the fiscal implications of the actions that were taken.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3 - Increase the University's Financial Strength and Operational Efficiency

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: FY 2019-20 budget adjustment will yield a reduction of no less than \$306,573 in current year spending costs. The reduction in force will save \$2,452,592 in operating costs during FY 2020-21.

RECOMMENDATION: N/A

ATTACHMENTS: YES

- A) Realigning the Campus Workforce and Operations Memorandum
- B) Realigning the Workforce Recommendation Form
- C) Annualized Workforce Realignment Savings
- D) Draft Human Resources Separation Letter
- E) Separation Agreement and General Release



OFFICE OF THE PRESIDENT

MEMORANDUM

TO: Kentucky State University Faculty and Staff
FROM: M. Christopher Brown II, Ph.D., *Eighteenth President*
DATE: May 7, 2020
SUBJECT: Realigning the Campus Workforce and Operations

The novel coronavirus (COVID-19) pandemic has disrupted all notions of normalcy across the higher education landscape. The rapid transition from traditional residential liberal arts, scientific, and professional instruction to a largely asynchronous, virtual bundle of content delivered via distance was unimaginable prior to March 2020. The result has been the shuttering of campus buildings nationwide and a quest to redefine essential work functions amid a public health crisis.

Kentucky State University has equally been impacted by the shifting terrain for the delivery of both collegiate instruction and the collegiate experience. As we work to fully reopen campus operations, we face a mountain of new considerations and expenses (e.g., stockpiling personal protective equipment, creating new protocols for campus visitors, modifying facilities to comply with CDC-based safety recommendations). In addition to the litany of new and unbudgeted expenditures related to COVID-19, there are concerns about the Commonwealth's financial ability to maintain appropriations and the uncertainty of prospective students to maintain their original plans of pursuing a degree in the current social climate.

All of the above issues and more are discussed in **“Thorobred Strong: Adjusting to New Realities, Advancing Our Historic Mission”**. Please read the current volume of the Thorobred Strong series. It makes the case for why Kentucky State University must implement a series of time-sensitive steps to address our immediate budgetary concerns and fiscal future. Despite the looming ambiguity and existential threats, the deliberate attention given these issue by campus management and the Board of Regents should provide calm and optimism for all campus constituents and stakeholders.

The late Yale professor, Halford E. Luccock is recorded as often saying, *“No one can whistle a symphony. It takes a whole orchestra to play it”*. This is also true of effective and sustainable campus-wide decision making. There are no bad ideas. The quality of our workforce realignment depends upon each of us to offer input, suggestions, and information. Please use the attached **form** to suggest potential efficiencies that allow Kentucky State University to reduce expenditures while effectively delivering our mission.

Ideal recommendations should permit the campus to meet the demands of a post-COVID-19 work environment while constricting operational costs. Our aim is for academic recommendations to align to the Board of Regents approved Green Ribbon Commission Report(s) and for administrative recommendations to consider the potential deployment of a telecommuting work model for the short-term and a hybrid work model for the long-term. An overall reduction in the costs required to provide essential services is the desired outcome of this process.

Preliminary data from a review of our telecommuting period evince questions about departmental vacancies and manpower levels. It is also important to consider currently unfilled vacancies and personnel attrition. For the upcoming FY2021 fiscal year, campus staffing levels must be adjusted in order to relieve any extant disparities and give reasonably earnest consideration to possible decreases in student enrollment given COVID-19.

There are three questions that should govern our thinking as we engage the difficult process of realigning the campus workforce and operations.

- (1) What are the historic institutional activities/operations prior to the COVID-19 pandemic that we no longer need to continue?
- (2) What are the new institutional activities/operations required as a result of COVID-19 that are now the new normal?
- (3) What efficiencies can we capture as a result of our present situation that will position us for growth and long-term sustainability?

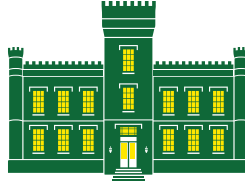
Final budget plans for the upcoming fiscal year must be designed with full consideration to the University's mission, strategic goals and priorities, and the critical need for fiscal efficiencies. Notwithstanding, there will undoubtedly be debate and disagreements about each decision. The budget is an operational equation – the additions of new COVID-19 related costs means the reduction in previously commonplace expenditures. Kentucky State University cannot spend money that we do not have in the present based on the hope of receiving new funds in the future.

As we journey through the process of realigning the campus workforce and operations to constrain budget expenditures within the bounds of anticipated revenue, there is a likelihood of five new realities. First, employees may feel like the proposals have plunged the campus into chaos – things that were certain may seem unsure. Second, the campus may experience a renewed focus of community – realizing that we are all in this surreal COVID-19 drama together. Third, we may find a surprising clarity about what really matters at Kentucky State University and unite around the singular aim of ensuring the campus thrives for the indefinite future. Fourth, we may learn to truly listen to one another regarding what is needed to reify our institution; not hear but listen. Finally, we may learn that there is serenity in surrendering to institutional imperfection – while things may not function as we desire it does not mean that the enterprise is dysfunctional.

Kentucky State University is a family-styled organizational model. We may not like every decision made within our gates, but we remain united in the common cause of “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.”

Andrew Carnegie is quoted as affirming: *“Teamwork is the ability to work together toward a common vision. The ability to direct individual accomplishments toward organizational objectives. It is the fuel that allows common people to attain uncommon results.”*

Kentucky State University COVID-19 2020/2021 BUDGET ADJUSTMENT



KENTUCKY STATE
UNIVERSITY

REALIGNING THE WORKFORCE RECOMMENDATION FORM

Name: Title:

Division: Unit:

- Providing recommendation for:**
- Reduction in Force
 - Employee Realignment
 - Cessation of Duties

Potential amount of budget adjustment:

Fund Org Acct Program

Recommendation/Narrative:

ANNUALIZED WORKFORCE REALIGNMENT SAVINGS

ACTIVITY AREA	FY2020 BUDGET	PROPOSED REDUCTION	PROPOSED REDUCTION	FY2021 BUDGET	REDUCTION	ACTUAL SAVINGS
Academic Instruction	\$16,886,014	0.00%	-	\$16,886,014	0.00%	-
Administrative Services	\$3,484,617	20.00%	(\$696,923)	\$2,787,694	20.00%	(\$696,923)
Campus Operations	\$15,242,592	5.00%	(\$762,129)	\$12,101,018	20.00%	(\$3,141,574)
Facilities and Grounds	\$2,589,113	5.00%	(\$129,455)	\$2,459,658	5.00%	(\$129,455)
Intercollegiate Athletics	\$2,745,540	5.00%	(\$137,277)	\$2,608,263	5.00%	(\$137,277)
Managerial Costs	\$1,388,400	20.00%	(\$277,680)	\$1,110,720	20.00%	(\$277,680)
Student Support	\$6,337,824	5.00%	(\$316,891)	\$6,020,933	5.00%	(\$316,891)
TOTAL	\$48,674,100	~4.76%	(\$2,320,355)	\$43,974,300	~9.66%	\$4,699,800



KENTUCKY STATE UNIVERSITY

400 EAST MAIN STREET
FRANKFORT, KENTUCKY 40601

THE OFFICE OF HUMAN RESOURCES

PHONE: (502) 597-6667
FAX: (502) 597-6450
www.kysu.edu

SENT ON BEHALF OF KENTUCKY STATE UNIVERSITY

VIA U.S. Postal Service and Email _____

Date:

Name:

Address:

Dear _____:

Due to the sudden economic impact resulting from the COVID-19 pandemic, the Kentucky State University Board of Regents voted at its May 5, 2020 special-called Board of Regents meeting to approve an action directing Kentucky State University to implement immediate measures to ensure its financial stability through an immediate reduction in force. As a result of that Board action, Kentucky State faced the difficult task of implementing a campus-wide reduction of personnel based on a thorough review of its current workforce, the distribution of labor, and costs given the current financial and enrollment considerations.

Regrettably, Kentucky State has identified your position as one that will be subject to a reduction in force, a re-alignment, and/or cessation of duties. Therefore, your employment with Kentucky State will end effective _____. Please note that you are being separated from the University without cause and consistent with your status as an at-will employee. Because Kentucky State is separating you without cause, you are eligible for rehire in accordance with its Policy Manual (March 26, 2013). We encourage you to monitor Kentucky State's website at www.kysu.edu/workatkysu for future job opportunities.

In light of the current state of affairs, you will receive any wages owed to you, up to the date of this letter, along with any accrued vacation leave. Additionally, you will be eligible to receive a one-time lump sum of \$1,886. To receive the additional \$1886, please execute and return the attached agreement.

You can expect a separate benefits status letter from the Office of Human Resources (OHR) that will outline the status of your benefits upon separation. The letter will include information about your eligibility for Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation of group health coverage.

Name
Date
Page 2 of 2

Please be sure to keep Kentucky State informed of your contact information in order to provide information that you may need in the future, such as your W-2 form and follow-up COBRA information.

If you have any question regarding benefits, you may contact:

Email: Human.resources@kysu.edu

Phone: 502-597-6777

Lastly, please contact the OHR to schedule an appointment to return any and all Kentucky State property and to pick up any personal items in your office.

Thank you for your contributions to the Kentucky State University community during your employment. We wish you well in all your future endeavors.

Cc: Personnel File
Payroll

DRAFT

SEPARATION AGREEMENT AND GENERAL RELEASE

This separation agreement and general release is made and entered into by and between **Kentucky State University (“KSU”)** and _____ (“Employee”).

RECITALS and STIPULATIONS

WHEREAS, the Employee was employed by KSU as an at-will Employee;

WHEREAS, the Kentucky State University Board of Regents voted at its May 5, 2020 Special-Called Board of Regents Meeting to approve an action directing KSU to implement immediate measures to ensure its financial stability through an immediate reduction in force;

WHEREAS, the Kentucky State University Board of Regents placed KSU with the difficult decision to implement a campus-wide reduction of personnel based on a thorough review its current workforce, the distribution of labor, and costs given the current financial and enrollment considerations.

WHEREAS, KSU identified the Employee’s position as one that would be subject to a reduction in force, a re-alignment, and/or cessation of duties.

WHEREAS, KSU is separating the Employee from KSU without cause and consistent with the Employee’s status as an at-will employee.

WHEREAS, KSU and the Employee do not anticipate that there will be any disputes between them or legal claims arising out of the Employee’s resignation from KSU, but nevertheless the parties desire to ensure a completely amicable parting and to settle fully and finally any and all differences or claims that might otherwise arise out of the Employee’s employment with KSU;

NOW, THEREFORE, in consideration of the foregoing, Employee and KSU have agreed to the following terms, both intending to bind themselves, their heirs, assigns, executors, personal representatives, and devisees:

AGREEMENT

1. Employee’s employment at KSU ended on _____.
2. Immediately following conclusion of Employee’s employment with KSU, KSU paid Employee’s normal rate of pay for time worked from the date Employee was hired through the End, plus any applicable vacation time.
3. KSU now also agrees to pay Employee an additional lump sum payment of \$1,886.00 as consideration for the promises of Employee contained herein.

4. In exchange for this payment, Employee agrees to release, discharge, forfeit and quit any and all complaints, causes of action or other claims related to Employee's employment at KSU. Employee shall not take any action contrary to the letter and spirit of this Agreement, unless otherwise agreed to, in writing, by the parties, or compelled by law.
5. By this Agreement, Employee releases KSU as well as its current and former regents, officers, directors, employees, counsel, agents, students, faculty, assigns, and successors (hereinafter, collectively termed the "Parties"). By signing this agreement, Employee affirms and certifies that Employee has not assigned any claim arising from the events described below to any other party.
6. This is a legal document. Employee acknowledges that by signing the document, Employee will be giving up legal rights. By signing the Agreement, Employee agrees that Employee had the opportunity to consult legal counsel and has adequate time to read and consider the Agreement before executing it. Employee acknowledges that Employee is solely responsible for any costs and fees resulting from Employee's attorney's review of the Agreement and any other legal fees Employee may incur in this matter. Employee agrees that Employee has carefully read the Agreement and knows its contents, and that Employee signs the Agreement voluntarily, with full knowledge and understanding of its significance, and the intent to be bound by its terms.
7. **OLDER WORKER'S BENEFIT PROTECTION ACT.** This Agreement is also intended to satisfy the requirements of the Age Discrimination in Employment Act as amended by the Older Worker's Benefit Protection Act, 29 U.S.C. § 626(f). The following terms, in addition to the other terms of this Agreement, are agreed for this purpose:

7.1 Employee acknowledges and agrees (s)he has read and understands the terms of this Agreement.

7.2 Employee acknowledges this Agreement advises this in writing that (s)he may consult with an attorney before executing this Agreement (which (s)he is hereby advised to do), and that (s)he obtained and considered such legal counsel as (s)he deemed necessary, such that (s)he is entering into this Agreement freely, knowingly and voluntarily.

7.3 Employee acknowledges (s)he has been given at least twenty-one (21) days within which to consider whether to enter into this Agreement. Employee understands that, at his option, (s)he may elect not to use the full twenty-one (21) day period. If Employee has so elected and signed this Agreement within fewer that twenty-one (21) days of having been provided with a copy of it, she expressly acknowledges his decision to do so was knowing and voluntary and not induced by KSU by a threat to withdraw or alter KSU's offer before the expiration of the 21-day time period.

7.4 This Agreement will not become effective or enforceable until after both parties sign and at least seven (7) days have elapsed after Employee has signed the Agreement. In other words, Employee may revoke his acceptance of this Agreement within seven (7) days after the date on which (s)he signs it. Employee's revocation must be in writing and received by KSU's counsel by 5:00 p.m. prevailing local time on the seventh day in order to be effective. If Employee does not revoke acceptance within the seven (7) day period, his acceptance of the Agreement will become enforceable.

7.5 If Employee does revoke his acceptance of this Agreement within the revocation period described in Sub-Paragraph 7.4 above, then (s)he will not be entitled to receive any payment or consideration described in this Agreement. To the extent Employee has received consideration and/or payments from KSU at the time of his revocation, Employee must immediately return to KSU all money and/or consideration received pursuant to this Agreement.

8. Employee voluntarily and knowingly executes this release with the express intention of eliminating any and all of KSU's existing liabilities and obligations arising from Employee's employment at KSU, including, but not limited to, claims arising under Title VII, the ADA, the ADEA and FMLA, wage and hour claims, state and local anti-discrimination laws, contract claims, common law claims, First Amendment claims or any other claims or charges, whether known or unknown.

Furthermore, in consideration of KSU's promises and the Payment provided for in this Agreement, Employee unconditionally, irrevocably, and absolutely releases and discharges KSU and all parent, subsidiary and affiliate entities, as well as all present and former employees, officers, regents, partners, agents, insurers, successors and assigns of any of the foregoing, (collectively, the "Released Parties") from any and all claims related in any way to Employee's employment with KSU, including any and all policies, practices, and procedures of the Released Parties, or any of them; the acts and omissions of the Released Parties; all damages, losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected; and any payment or failure to make payment of wages or other compensation.

This release is intended to have the broadest possible application and further includes, but is not limited to, any and all claims for harassment, wrongful termination, retaliatory discharge, outrage, negligent or intentional infliction of emotional distress, defamation, loss of consortium, and any and all other tort, contract, common law, constitutional, or other statutory claims arising under state, federal, or local law, rule, or regulation including without limitation any and all claims for attorneys' fees, costs, and expenses.

This release further includes, without limitation, any claim for personal recovery of any type, including damages, reinstatement, reimbursement of attorneys' fees, costs and expenses, or any other relief, due to any alleged unlawful conduct, retaliation or employment discrimination arising under federal, state, or local law, including but not limited to alleged violations of the Kentucky Civil Rights Act, the federal Fair Labor Standards Act, the federal False Claims Act, the Americans With Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, and the Age Discrimination in Employment Act of 1967, as amended.

9. Employee acknowledges that this settlement is solely in exchange for the promises in the Agreement and is not otherwise available under KSU policy. Employee agrees that the settlement is more than KSU is required to pay Employee for wages, salary or benefits due and that the amount is sufficient consideration for the promises set out herein. Employee further acknowledges that such settlement does not constitute an admission by KSU of any liability or of violation of any applicable law or regulation.
9. Employee agrees that Employee shall not make or solicit any statement, orally or in writing, that is detrimental to, disparaging of, or reflects adversely upon, KSU or any of its current and former regents, officers, directors, employees, counsel, students, faculty, assigns, and successors. KSU agrees that it will not make or solicit any statement, orally or in writing, which is detrimental to, disparaging of, or reflects adversely upon Employee.
10. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the Commonwealth of Kentucky. The language of all parts of the Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. The courts in Franklin County, Kentucky shall have exclusive jurisdiction and venue over any dispute regarding the Agreement.
11. Employee agrees that all provisions, terms and conditions of the Agreement are and shall remain confidential and shall not be disclosed to any person not a party hereto under any circumstances, except for members of Employee's immediate family, Employee's financial advisors, and any attorney consulted by Employee. Employee agrees that disclosure by these agents will be deemed equivalent to disclosure by Employee, creating the same liability for Employee as if Employee had committed the disclosure.
12. Employee agrees that in the event Employee breaches any of the terms of the Agreement, Employee will forfeit the consideration recited in this Agreement, plus any expenses, including attorney's fees, or damages incurred as a result of the breach. In addition, Employee agrees that in the event Employee attempts to void the Agreement through litigation or files suit concerning a claim which is intended to be waived in the Agreement, Employee will forfeit the

consideration recited herein, even if no breach is found and/or this Agreement is found to be invalid or unenforceable. Repayment by Employee to Kentucky State University of any or all of the consideration does not void the Release.

13. Employee agrees that no promises or agreements have been made to Employee except those contained in this Agreement.

14. If any provision of the Agreement is declared invalid or unenforceable, the remaining portions of the Agreement and General Release shall not be affected thereby and shall be enforced.

Executed the _____ day of _____, 2019.

Employee

Employee

Kentucky State University

Douglas R. Allen, II, CPA, CGMA
Vice President for Finance and Administration/CFO

Prepared By:

Lisa K. Lang
General Counsel, Kentucky State University

NOTE: The Agreement and General Release should be returned to:

Ms. Lisa K. Lang, General Counsel
Kentucky State University
400 East Main Street, Hume Hall, Suite 203
Frankfort, Kentucky 40601
502-597-6414



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

DATE: May 21, 2020
SUBJECT: Review of the Proposed FY2021 Budget Allocation
FROM: FINANCE AND ADMINISTRATION
ACTION ITEM: NO

BACKGROUND: KRS 164.350 directs the Kentucky State University Board of Regents, upon recommendation of the President, to adopt an allocation process for distributing funds appropriated to Kentucky State University by the General Assembly. KRS 164.350 also directs the Board of Regents to assure that the budget planning and implementation processes are consistent with the adopted strategic agenda, the biennial budget, and the mission of Kentucky State University.

Due to the COVID-19 Pandemic, the budget enacted by the campus anticipates decreased revenues and expenditures.

All comprehensive state universities in Kentucky are working through how to address reduced budget due to COVID-19.

SUMMARY OF PROGRAMS/ACTIVITIES: N/A

ALIGNMENT WITH STRATEGIC GOALS:

Goal 1: Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

Goal 3: Increase the University's Financial Strength and Operational Efficiency.

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: The proposed budget addresses long term structural issues and aligns ongoing revenues with ongoing expenses. Reductions in potential revenue due to the COVID-19 pandemic led to a redistribution and realignment of the campus workforce and operations.

RECOMMENDATION: N/A

ATTACHMENTS: YES

- A) Proposed FY2021 Campus Operations Budget
- B) Kentucky State University Budget Allocation FY2021

PROPOSED FY2021 CAMPUS OPERATIONS BUDGET

REVENUE	APPROVED FY17 BUDGET	APPROVED FY18 BUDGET	APPROVED FY19 BUDGET	APPROVED FY20 BUDGET (6/2018)	AMENDED FY20 BUDGET (6/2019)	PROPOSED FY21 BUDGET	BUDGET VARIANCE
State Appropriation	\$26,729,600	\$26,729,600	\$25,459,000	\$25,259,100	\$25,259,100	\$25,384,300	\$125,200
Tuition and Mandatory Fees	\$15,437,500	\$15,887,500	\$15,960,000	\$18,030,000	\$17,000,000	\$13,598,000	\$(3,402,000)
Non-mandatory Fees	\$430,600	\$430,600	\$430,000	\$500,000	\$500,000	\$400,000	\$(100,000)
Employee Parking	\$33,400	\$33,400	\$35,000	\$35,000	\$35,000	\$28,000	\$(7,000)
Interest Income	\$100,000	\$100,000	\$100,000	\$100,000	\$175,000	-	\$(175,000)
Indirect Cost Recovery	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$400,000	\$(100,000)
Auxiliary Enterprises	3,734,500	3,734,500	4,500,000	5,000,000	5,205,000	4,164,000	\$(1,041,000)
TOTAL	\$46,965,600	\$47,415,600	\$46,984,000	\$48,424,100	\$48,674,100	\$43,974,300	\$(4,699,800)

Kentucky State University
E&G Funds
Budget Allocation FY2021

<u>SOURCE OF REVENUE FUNDS</u>	Proposed FY21 Budget
State Appropriation	\$ 25,384,300
Tuition and Mandatory Fees	\$ 12,960,000
Non-mandatory (Optional) Fees	\$ 400,000
Employee Parking	\$ 28,000
Interest Income	\$ -
Indirect Cost Recovery	\$ 400,000
Auxiliary Enterprises	\$ 4,802,000
TOTAL REVENUE	<u>\$ 43,974,300</u>
EXPENDITURES	
ACADEMIC AFFAIRS	
Personnel	\$ 8,121,646
Fringe Benefits	\$ 2,030,412
Operating Expenses	\$ 7,980,372
	<u>\$ 18,132,430</u>
AUXILIARY SERVICES	
Personnel	\$ 116,200
Fringe Benefits	\$ 34,860
Operating Expenses	\$ 3,223,806
	<u>\$ 3,374,866</u>
BOARD OF REGENTS	
Personnel	\$ 375,992
Fringe Benefits	\$ 93,998
Operating Expenses	\$ 130,182
	<u>\$ 600,172</u>
BRAND IDENTITY AND UNIVERSITY RELATIONS	
Personnel	\$ 715,892
Fringe Benefits	\$ 214,768
Operating Expenses	\$ 182,236
	<u>\$ 1,112,896</u>
CAMPUS ALTHLETICS	
Personnel	\$ 1,181,242
Fringe Benefits	\$ 354,373
Operating Expenses	\$ 427,662
	<u>\$ 1,963,277</u>

FACILITIES AND INFRASTRUCTURE

Personnel	\$	1,241,659
Fringe Benefits	\$	682,912
Operating Expenses	\$	<u>3,293,871</u>
	\$	5,218,442

FINANCE AND ADMINISTRATION

Personnel	\$	2,492,763
Fringe Benefits	\$	747,829
Operating Expenses	\$	<u>7,041,135</u>
	\$	10,284,727

GENERAL COUNSEL

Personnel	\$	311,281
Fringe Benefits	\$	77,820
Operating Expenses	\$	<u>189,350</u>
	\$	578,451

STUDENT ENGAGEMENT AND CAMPUS LIFE

Personnel	\$	476,015
Fringe Benefits	\$	142,805
Operating Expenses	\$	<u>109,444</u>
	\$	728,264

STUDENT SUCCESS

Personnel	\$	1,159,419
Fringe Benefits	\$	347,826
Operating Expenses	\$	<u>202,643</u>
	\$	1,709,888

THE PRESIDENT'S OFFICE

Personnel	\$	70,177
Fringe Benefits	\$	17,544
Operating Expenses	\$	<u>186,166</u>
	\$	273,887

TOTAL EXPENDITURES

\$ 43,974,300