

## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is entered into between Board of Trustees of Chicago State University (the “Board”) and Zaldwaynaka Scott (“Scott” or “President”).

### RECITALS

WHEREAS, the Board has the authority to appoint and employ the president of Chicago State University (“University”); and

WHEREAS, the Board appointed Zaldwaynaka L. Scott as President of the University as of July 1, 2018; and

WHEREAS, the Board desires to continue to employ Zaldwaynaka L. Scott as President on the terms and conditions hereinafter set forth; and

WHEREAS, Scott desires to accept such continued appointment and employment as President on the terms and conditions hereinafter set forth; and

WHEREAS, Scott’s continued appointment has been duly approved by the Board on March 7, 2022; and

WHEREAS, both the Board and Scott desire to set forth their respective rights and obligations in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the Board and President agree as follows:

:

1. **Term.** This Agreement shall commence on July 1, 2022 (the “Effective Date”) and shall continue until the close of business on June 30, 2026, unless terminated by the Board or Scott with notice as described in Paragraph 7 below (such period, the “Term”). On or before May 1, 2026, the Board shall notify Scott in writing whether it desires to renew her appointment and, if it desires to renew her appointment, provide an agreement specifying the terms of the renewal. If the offer is made to renew the appointment, within fifteen (15) days of said Board notification, Scott is obligated to provide written notification to the Board of her acceptance or rejection of the offer to extend together with, if she wishes to accept such extension, a countersigned version of the provided agreement. Failure to timely respond and provide the countersigned agreement shall be treated as a rejection of such offer

2. **Scope of Services and General Obligations.** Scott will report to and, as required by law, serve at the pleasure of the Board, subject to the termination and severance provisions described herein. This is a services agreement. Scott represents and warrants that she will perform her duties, responsibilities, and obligations hereunder in good faith and shall devote her time and attention and use her best efforts to effectuate the performance of all duties, responsibilities, and obligations required under this Agreement.

- (a) **Duties and Responsibilities.** Scott shall have full authority and responsibility within the framework of the policies and regulations determined by the Board for the organization, management, direction, and supervision of the University and shall be held accountable by the Board for the effective

administration and management of the University. Scott's duties and responsibilities may be expanded, limited, or suspended from time to time by the Board at its discretion. At this time, however, it is contemplated by the parties that Scott's duties and responsibilities will include, without limitation, the following:

- Serve the University faithfully in a full-time capacity, and to the best of her ability.
- Use her best efforts, skill and ability to promote the University's interest.
- Providing general leadership for the University.
- Making recommendations concerning the mission, scope, and organization of the University and concerning plans and policies for the development and enhancement of University operations and activities.
- Serving as the principal spokesperson and representative for the University with the Governor, General Assembly, and other external constituencies.
- Developing and maintaining good public relations including establishment of rapport between the University and the region in which it is located and the public, which it serves.
- Developing budgets and providing budgetary oversight.
- Advocating for the University and higher education.
- Appointing, supervising, evaluating and terminating executive and senior staff.
- Promoting a culture of diversity, equity and inclusion.
- Fostering a commitment to the principles of shared governance;
- Expanding the University's resources, in particular through philanthropy by serving in a prominent role of cultivating and soliciting donors.
- Performing other duties as may be assigned or delegated by the Board.
- Comply with applicable requirements of law, the provisions of the Chicago State University statute, University policies, and directions of the Board.

The Board will establish additional goals and objectives for Scott, as necessary at the beginning of each year of the Term. Scott will receive annual performance evaluations from the Board during the Term as guided by the Board Chair and the Trustee recognized as the Board Liaison for Legislative and Human Resources during which Scott's performance related to each of her goals and objectives will be discussed. The Board intends that the annual review will be conducted in consultation with Scott, and may include feedback from the broader constituencies that she will serve (*e.g.*, faculty, students, alumni, donors, etc.), as the Board deems appropriate to the review.

(b) **Management Responsibilities.** Scott will be responsible for (i) ensuring that the strategic direction and policies of the University are aligned with its mission; and (ii) the planning, development, implementation, assessment, and improvement of all programs and policies. In order to effectuate her responsibilities under this Agreement, the Provost, General Counsel, Vice Presidents of External Affairs, Administrative Services, Finance, the Director of Internal Audit, Athletic Director, Chief of Police, and the Executive Director of Board Relations will report to and receive direction from Scott.

3. **Salary and Deferred Compensation**

(a) **Salary.** Scott will receive a base salary at an initial annual rate of \$425,000.00 per year ("Base Pay"), payable consistent with University's normal payroll policy and subject to deductions or withholdings as are required by applicable law and regulations. Scott's performance as President will be reviewed annually as described above, to determine if, and by how much, the Base Pay should be increased.

(b) **Deferred Compensation.** The University shall establish a University deferred compensation plan for Scott. Scott shall be credited with a Fifty Thousand Dollar (\$50,000.00) University Contribution Credit as of each June 30 during the Term of this Agreement, provided that she remains employed as President on such date.

4. **Additional Benefits and Compensation.**

(a) *Discretionary Bonus.* Scott will be eligible to receive a discretionary annual bonus not to exceed \$25,000.00. Scott's bonus will be based upon the Board's assessment of Scott's progress toward achieving the goals and objectives established by the Board, provided she is employed as President on the date of payment. The Board expressly retains the right to modify or terminate the discretionary bonus. The annual incentive-based compensation, if any, shall be paid to Scott within two and one-half months after the related fiscal year provided that Scott is employed as President of the University however, the University's failure to make such payment if due within the aforementioned time period will not be a material breach of this Agreement. The amount of incentive-based compensation for which Scott will be eligible in subsequent years may be increased at the Board's discretion.

(b) *Vacation, Sick Leave, Retirement, Health Insurance, and Welfare Benefit Plan.* Scott will be eligible for all health insurance benefits, life insurance benefits, sick leave benefits, workers' compensation coverage, disability and other such benefits afforded to administrative and professional employees of the University that are authorized by law or rule. Such benefit will include, but not be limited to, eligibility to participate in the State Universities Retirement System. Scott will receive paid vacation time consisting of two (2) working days per calendar month, which may be accumulated up to the maximum number permitted by the Board's Regulations.

(c) *Availability of Automobile and Driver for CSU business.* Scott will be provided the use of an automobile from CSU's fleet for University-related business and personal use. The automobile shall be maintained by the University, and fuel for business use thereof shall be paid by the University. The University shall be responsible for insurance coverage for the automobile. The University shall provide a reserved parking space for Scott at an appropriate site on campus and an official parking permit and designation. From time to time and by specific request from Scott, the University will provide Scott with a driver to drive Scott to/from meetings, activities, and events that are related to Scott's position as President of CSU.

(d) *Use of President's Mansion.* During the Term, Scott shall use and occupy the President's Mansion owned by the University, which is provided for the convenience of the University and as a condition of Scott's employment. Scott shall be required to reside in this residence when in Chicago and shall use such housing for official University functions and as a meaningful part of her duties as appropriate. As part of these duties, Scott agrees to use the President's Mansion provided to her by the

University on a regular basis for development and fund raising purposes, and from time to time to entertain students, faculty, and guests of the University. The Board agrees to repair and maintain the President's Mansion, which will include housekeeping services, utilities and telephone services, repair and maintenance of the residence, and repair and maintenance of the grounds upon which the residence is located. In addition, the Board agrees that expenses incurred by Scott in the usage of the President's Mansion shall be paid by the University but only as permitted by Illinois Higher Education Travel Control Board policies and rules. The Board agrees that Scott will be reimbursed for all reasonable relocation expenses she incurs as a result of moving into and vacating the President's Mansion. Scott and the University agree that the University will treat and report Scott's use of the President's Mansion as nontaxable unless it receives a legal opinion which recommends alternative tax treatment.

(e) *Severance Pay.* If, in accordance with Paragraph 7 of this Agreement, (i) the Board elects to terminate this Agreement without Cause, or (ii) Scott elects to terminate this Agreement with Good Reason as defined in Paragraph 7 hereof, Scott will be eligible to receive severance pay in an amount equivalent to twenty (20) weeks of Base Pay, minus all applicable payroll deductions, paid in equal installments in accordance with the University's regular payroll practices applicable to Scott. Scott understands and agrees that she will only be eligible to receive Severance Pay if she executes a severance agreement in a form provided to her by the University which will include, among other things, a release and waiver of any and all claims Scott may then have against, among others, the University, University faculty, administrators and employees, past and then current members of the Board, and/or the Board.

(f) *Faculty Appointment.* If, at the expiration of the Term, Scott remains employed by the University as President and is deemed by the Board to be at that time in good standing, Scott will be offered an appointment to the faculty with the title "Professor of Criminal Justice". The offer of faculty appointment will remain open for sixty (60) days ("Appointment Offer Period"). If Scott accepts the faculty appointment within the Appointment Offer Period, Scott will receive a salary equal to the average of the ten highest salaries of University faculty as of the date she joins the faculty. Scott will also have a teaching load appropriate to a full professor then-teaching at the University at the time of her joining the faculty. She will be entitled to all available benefits enjoyed by a person who is a full-time faculty member at the University, including but not limited to office space. Scott understands that she must adhere to the standards and requirements of a non-tenured faculty member at CSU in order to remain on the faculty. Scott will not be eligible to receive any of the benefits afforded to her when she was President if she accepts the faculty appointment.

5. **Business and Travel Expenses.** The University shall reimburse the President for or pay for all reasonable University-related business and travel expenses, including those associated with annual dues, membership fees and expenses for professional associations and professional development opportunities, meetings and entertainment, in accordance with State and University policies and procedures, as existing or hereafter promulgated. Such reimbursement for professional development opportunities includes, but is not limited to, reimbursement for all conferences and other professional development related expenses associated with the President's philanthropic professional development. When the President's spouse's or partner's attendance at events is of benefit to the University, the University shall reimburse the President for all reasonable University related business and travel expenses incurred by President's spouse or partner, in accordance with State and University policies and procedures, as existing or hereafter promulgated. The President agrees to reimburse the University for any personal charges incurred connection with activities described in this Article but charged to the University. The President

shall maintain and furnish to the University a reasonable accounting and receipts for reimbursable expenses provided for in this Agreement in detail consistent with University and State policies and procedures. All expenses shall be subject to audit by the University.

6. **Outside Professional Activities.**

During the Term of this Agreement, the President will perform the President's duties and responsibilities under this Agreement full-time and devote such efforts as may be required by and in accordance with State law and applicable Board of Trustees and University policies and procedures. The President shall not accept any commitments that conflict with or negatively impact the President's duties and responsibilities under this Agreement. The Board acknowledges that Scott currently serves as an independent director on the Board of Directors of ComEd.

With the advance approval of the Board, which shall not be unreasonably withheld or delayed, Scott may accept (i) positions with other public and private institutions (but in no event should she expect approval of service as a director on more than two public or private corporate boards); and (ii) invitations to make presentations to third party organizations. Such additional service must not interfere with the full and effective performance of Scott's duties as President, and the reputational and other similar interests of the University. The Board reserves the right to approve or disapprove any and all such service at any point during the term of Scott's appointment to the University even if previously approved. If the Board asks Scott to cease a previously approved activity, Scott shall do so as soon as reasonably feasible. Any income Scott receives from her approved outside activities including but not limited to service on outside boards and authorship of books will be Scott's and will have no effect on her compensation or benefits from the University to the extent that such prior activities were approved in advance by the Board. Any article, book, speech or public online statement (including blogs or social media accounts) reasonably believed to contain any politically or socially controversial statement must be approved by the Chair of the Board prior to such statements being made or published.

7. **Termination.** Scott's employment as President shall terminate immediately upon occurrence of any of the following:

(a) *Expiration of this Agreement on June 30, 2026.*

(b) *Death.* The Agreement shall terminate automatically upon Scott's death.

(c) *Disability.* For purposes of this Agreement, Scott shall be deemed to be under a Disability if Scott shall be unable, by virtue of illness or physical or mental incapacity, to perform Scott's essential job functions hereunder, whether with or without reasonable accommodation, in substantially the manner and to the extent required hereunder prior to the commencement of such Disability, for a period exceeding ninety (90) consecutive days; provided that such ninety (90)-day period shall include weekends and holidays and shall not be deemed to be broken by periods of return to work of fewer than thirty (30) days. Notwithstanding anything herein to the contrary, during any period of absence for illness or incapacity prior to a termination Scott will only receive compensation as is provided for in the University's policies and any Disability policy maintained by the University. In light of the unique nature of Scott's services, and the undue burden on the University that would result from Scott's long-term absence, the University shall have the right to terminate Scott's employment in the event Scott shall incur a Disability for a period exceeding ninety (90) consecutive days (provided that



such 90-day period shall include weekends and holidays and shall not be deemed to be broken periods of return to work of fewer than 30 days), such termination to occur at the end of any calendar month during the continuance of such Disability, upon at least thirty (30) days' prior written notice to Scott.

(d) *Cause.* The University shall have the right to terminate Scott's employment for "Cause" at any time immediately upon a majority vote of the Board and written notice to Scott. For purposes of this Agreement, Cause shall include: (i) willful and material default or other willful and material breach by Scott of Scott's obligations hereunder, or willful and material failure of Scott to perform her assigned duties, but only after the Board has delivered written notice to Scott of such willful and material default, breach or failure which provides Scott with thirty (30) days to remedy such willful and material default, breach or failure to the satisfaction of the Board; (ii) misconduct or dishonesty in connection with the execution of Scott's duties to the University; (iii) indictment for, conviction of or plea of guilty or no contest to a felony or any crime involving moral turpitude, dishonesty, or theft, and (iv) non-de minimis failure by Scott to comply with applicable laws, governmental regulations, or University policies with respect to the University's operations or the performance of Scott's duties. Scott will not be eligible to receive severance payment provided for in Paragraph 4(e) of this Agreement if her employment is terminated for "Cause".

(e) *Good Reason.* Scott shall have the right to terminate her employment for "Good Reason" following the occurrence of any of the following events without the prior consent of the Scott: (i) the Board materially diminishes the duties, authority or responsibilities of Scott; or (ii) the Board materially breaches this Agreement, provided that Scott gives notice to the Board of the Good Reason condition within thirty (30) days of the initial existence of the condition, the Board is given at least thirty (30) days to remedy such condition ("Cure Period"), and Scott terminates her employment with the University within thirty (30) days of expiration of the Cure Period.

8. **Compliance with Laws and Regulations.** Scott shall observe and comply with all laws, rules and regulations applicable to the services performed hereunder. Scott hereby represents and warrants that she shall maintain at all times during the Term all necessary and required licenses and insurance coverages, if any.

9. **Warranty of Services.** Scott represents, warrants and agrees that (i) she has and will have full power and authority to enter into, and to fully perform, this Agreement and that no agreement or understanding with any other person, firm, or corporation exists or will exist which would interfere with her obligations hereunder; (ii) that no fee, charge or expense of any sort is due from the University to any third person engaged by Scott in connection with Scott's employment by the University; and (iii) all services to be performed under this Agreement shall be performed in a timely and professional manner and in accordance with all terms and conditions hereof. Scott agrees that any breach of these warranties would constitute a material breach of this Agreement.

10. **Confidentiality.** Scott acknowledges that in the course of performing her responsibilities under this Agreement, she will be exposed to confidential information regarding or belonging to CSU. Scott agrees to treat as confidential all such information, and to use such confidential information only in the performance of her obligations under this Agreement. Scott shall not, during or after the Term, publish or disclose any such confidential information without the prior written approval of the Board. Upon the expiration or termination of this Agreement, Scott agrees to return all confidential materials to the University, including without limitation all documents, files, notes, memoranda, forms and/or other

information, whether stored electronically or in hard copy format, containing any confidential and/or proprietary information, as well as any computer equipment, software, or business equipment belonging to the University, which Scott may have in her possession or control. This provision shall survive the expiration or termination of this Agreement.

11. **Non-Disparagement and Limitation on Publications.** Scott agrees to refrain from, at all times after executing this agreement, all conduct, verbal or otherwise (including but not limited to postings on the internet and/or on any social media outlet, such as Twitter and Facebook) that disparages or damages or could disparage or damage the reputation, goodwill, or standing in the community of the University and/or its past or current employees (including without limitation its officers, administrators (interim or otherwise), faculty, etc.) and Trustees.

Without limiting the generality of the foregoing, Scott further agrees that she shall not, for three (3) years following the Term, publish any articles or books about the University or any person that was associated or affiliated with the University during the Term, or grant an interview to any representative of the public media concerning the University without the prior written consent of the Board.

For clarification, filing a charge, reporting a violation of law, cooperating, or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the Department of Justice, the Securities and Exchange Commission or other federal, state, or local agency shall not be a violation of obligations under this section.

12. **Withholding of Taxes.** The University may withhold from any and all amounts payable under this Agreement such federal, state and local taxes and other employment taxes or withholding amounts as may be required to be withheld pursuant to any applicable law or regulation.

13. **Section 409A of the Code.** The Parties intend that the payments and benefits under this agreement will either be exempt from or will comply with Section 409 A of the Code, and by signing and returning this agreement Scott agrees that this Agreement will be interpreted and applied consistently with the foregoing. For purposes of any provision of the Agreement providing for reimbursements to Scott, such reimbursements will be made no later than the end of the calendar year following the calendar year in which Scott incurs the subject expenses, and in no event will the unused reimbursement amount during one calendar year be carried over into a subsequent calendar year. The right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. For purposes of any provision of the Agreement providing for a tax-gross up to Scott, such payment will be made no later than the end of the calendar year immediately following the calendar year in which Scott remits the related taxes. For purposes of this Agreement, Scott will not be deemed to have terminated employment unless Scott has a "separation from service" within the meaning of U.S. Treasury Regulations Section 1.409A-1(h). All rights to payments and benefits under this Agreement will be treated as rights to receive a series of separate payments and benefits to the fullest extent allowed by Section 409A of the Code. The Board will have no obligation to indemnify or otherwise protect Scott from the obligation to pay any taxes pursuant to Section 409A of the Code and Scott hereby expressly waives any claim to any such indemnification or protection that arises or might arise from any action of Board, or failure of Board to act.

14. **Miscellaneous.**

- (a) **Transferability and Assignment.** This Agreement shall be binding upon Scott's heirs, personal representatives and assigns and may not be transferred by Scott. The rights and obligations of the University hereunder may be transferred by the University to any successor.
- (b) **D&O Liability Coverage.** The President, in her official capacity, will be covered by the University's Director's and Officer's Liability insurance policy, and will be eligible to receive all benefits provided thereunder.
- (c) **Severability.** In the event any provision in this Agreement is deemed illegal or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and this Agreement shall be unaffected and shall continue in full force and effect.
- (d) **Governing Law.** The validity, enforceability, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois, without regard to choice of law rules. It is expressly agreed and understood between the parties that the University is an instrumentality of the State of Illinois and that nothing contained herein shall be construed to constitute a waiver or relinquishment by the University of its right to claim such exemptions, privileges and immunities as may be provided by law.
- (e) **Dispute Resolution.** Any controversy or dispute arising under this Agreement will be resolved in Chicago, Illinois (applying Illinois law) by one arbitrator appointed and proceeding in accordance with the rules of the American Arbitration Association then in effect relating to the resolution of commercial disputes, which are incorporated herein by reference; provided, however, that nothing in such rules shall prevent either party from seeking from any court of competent jurisdiction injunctive relief in aid of arbitration. Each party will pay one half of the costs and expenses connected with the arbitration proceeding. The arbitrator's decision in any dispute shall be final and binding and shall not be subject to appeal or judicial review.
- (f) **No Waiver.** No term or condition of this Agreement shall be deemed to have been waived, except by a statement in writing signed by the party against whom enforcement of the waiver is sought. Any written waiver shall not be deemed a continuing waiver unless specifically stated, shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.
- (g) **Contingency.** Scott's continued appointment as President and this Employment Agreement are subject to approval by the Board.
- (h) **Entire Agreement.** This Agreement supersedes all previous agreements and understandings, whether oral or written, between the parties hereof with respect to the subject matter of this Agreement. This Agreement may only be changed, altered or



modified in writing signed by both Scott and the Board. No other person or body has the authority to change, alter or modify this Agreement. To the extent any of the terms contained in this Agreement contradict any governing University and/or Board rules or regulations, the terms of this Agreement shall control.

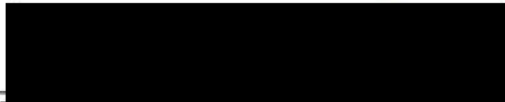
Date: April 22, 2022

**BOARD OF TRUSTEES OF CHICAGO STATE UNIVERSITY**



\_\_\_\_\_  
Andrea L. Zopp, Chair of the Board

Agreed to and Accepted by:



\_\_\_\_\_  
Zaldwaynaka Scott

