

Interim Presidential Employment Agreement

This Interim Presidential Employment Agreement (“Agreement”) is made between the Board of Trustees of Governors State University (“Board”) and Corey S. Bradford, Sr., Ph.D. (“Dr. Bradford” or “Interim President”).

1. Appointment and Employment as the President.

1.1 For and in consideration of the promises made by Dr. Bradford in Section 2 of this Agreement, the Board appoints and employs Dr. Bradford as the Interim President of Governors State University ("GSU" or the "University"), to serve as the chief executive officer of GSU with full authority and responsibility under policies, supervision, and direction of the Board, for GSU's effective administration and management as of the start of the Term (defined in paragraph 3.1) until one year from the start of the Term, unless terminated earlier as provided herein. The parties intend for Dr. Bradford to serve as Interim President until such time as a new president is appointed, hired, and starts. Dr. Bradford accepts and agrees to such employment. Consistent with applicable law and Board regulations, Dr. Bradford will report directly to the Board. The Board warrants that it has authority to appoint and employ Dr. Bradford as the Interim President of Governors State University (“GSU”).

1.2 As Interim President, Dr. Bradford shall perform all duties required by law, by this Agreement, and by custom and practice to be performed by a university president including, but not limited to, providing leadership for the University while administering, managing, providing oversight and directing the University plans, operations, programs and activities consistent with the mission, scope and organization of the University as more fully described in the position description of the University President attached to this Agreement as **Exhibit A**.

2. Devote Best Efforts to the Work as the President.

2.1 Dr. Bradford agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote full-time attention and energies to the duties as Interim President of GSU.

2.2 Such duties shall be rendered at the campus of GSU in University Park, Illinois and at such other place or places as the Board shall deem appropriate for the interest, needs, business, or opportunity of the institution.

2.3 In the event Dr. Bradford will be absent from the University and not accessible for a period of ten (10) business days, Dr. Bradford shall disclose this information to the Chair of the Board.

2.4 Although Dr. Bradford shall devote substantially all of his business time and efforts to fulfilling his duties as Interim President, he may serve on up to two (2) outside

compensated for profit boards that do not compete with GSU. Any compensation received by Dr. Bradford in connection with approved outside activities shall be paid to and retained by Dr. Bradford.

- 2.5 The expenditure of reasonable amounts of time for private business affairs, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement.
- 2.6 Dr. Bradford shall not, without prior written permission from the Board, render services of any professional nature to or for any person or firm for remuneration other than to the University, other than as provided in Paragraph 2.4 above, and shall absolutely not engage in any activity that may be competitive with, or adverse to the best interests of the University. The making of passive and personal investments and the conduct of private business affairs shall not be prohibited hereunder.

3. Term of Appointment; Evaluation; Reassignment to Position.

- 3.1 This Agreement shall be for a term of one (1) year commencing on the earlier of March 1, 2025 or the effective date of Dr. Green's retirement if earlier than March 1, 2025 (the "Term") Dr. Bradford's appointment as Interim President will terminate automatically one (1) year from the start of the Term. The Board and Dr. Bradford may agree to renew Dr. Bradford's appointment as Interim President for another Term subject to such additional or different terms confirmed in a written agreement executed by the parties at the time of the extension. In the event that Dr. Green takes a leave from which she is expected to return prior to March 1, 2025, Dr. Bradford agrees to serve as the Acting President for such period of leave pursuant to the same compensation provisions stated herein.
- 3.2 The Board is required by law to review the President's performance on an annual basis. The Board, or one of its Committees, shall meet with Dr. Bradford annually to evaluate and discuss his performance if he serves a term of one (1) year. To aid the Board in such annual job performance reviews, Dr. Bradford agrees to furnish such oral and written reports as may be required by the Board.
- 3.3 Upon termination of this Agreement for any reason except cause (as defined in Paragraph 11.1.1), Dr. Bradford will be entitled to return to his role as Vice President of Administration and Finance plus any University-wide adjustments made to all GSU employees' salaries between now and reassuming his Vice President role. Notwithstanding any provision to the contrary, this severance provision will survive termination of this Agreement for any reason except termination for cause.

4. Compensation. Upon execution of this Agreement, GSU shall pay Dr. Bradford up to ten thousand dollars (\$10,000) for reasonable attorneys' fees actually incurred in connection with negotiating, reviewing, and executing this Agreement. GSU shall make the payment within 30 days of Dr. Bradford providing a copy of the invoice to GSU.

- 4.1 Base Salary

- 4.1.1 For all services rendered under this Agreement, the Board shall pay Dr. Bradford for the Term a monthly stipend of nine thousand, six hundred, fifty dollars (\$9,650) for each full month of service and that prorated portion of \$9,650 for any partial month served (the "Stipend"), in addition to the salary he earns as Vice President of Administration and Finance. The Stipend shall be payable in equal monthly installments subject to the availability of funding by the State of Illinois. The Stipend shall include deductions for local, state, and federal taxes and for employee portion of any benefit costs provided under this Agreement. If this Agreement is terminated for any reason before the expiration of its Term, the Stipend payments shall cease as of the effective date of termination.
- 4.1.2 If Dr. Bradford works beyond July 1, 2025, the Stipend shall increase in accordance with any University-wide adjustments in salary paid to other GSU employees.
5. **Insurance and Retirement Benefits.** The Board shall provide Dr. Bradford with health care coverage, life insurance, State retirement and workers compensation benefits accorded to administrative and professional employees of the Board as authorized by law, Governors State University Board of Trustees Governing Policies ("Board Policy") or Governors State University Board of Trustees Regulations ("Board Regulations").
6. **Leave Benefits.** Dr. Bradford shall receive all leave benefits, including vacation and sick leave benefits, which days may be accumulated and expended under the terms, and up to the maximum number, permitted by law, Board Policy, or the Board Regulations. Dr. Bradford shall not take vacation, personal, or professional leave if such leave interferes with properly discharging the duties under the terms of this Agreement.
7. **General Employee Benefits.** Dr. Bradford shall be eligible for any other general employee benefits not contained in this Agreement afforded to administrative and professional employees of the Board as authorized by law, Board Policy or Board Regulations. Dr. Bradford shall be eligible for indemnification consistent with the State Employee Indemnification Act, 5 ILCS 350, as same may be amended from time to time.
8. **Automobile.** The University will maintain a 2022 or later model full size automobile for use by the University President. All insurance and maintenance related to the use of the University's vehicle shall be the responsibility of the University. This vehicle shall be made available for use by Dr. Bradford as early as is practicable. Pursuant to the Illinois Vehicle Code, such automobile shall be used for official State of Illinois business only or, if used for personal use, shall be separately insured by Dr. Bradford for that use. Dr. Bradford shall certify and affirm annually that he is duly licensed to drive the assigned vehicle and that he has liability insurance coverage extending to him when the assigned vehicle is used for other than official State business. If this Agreement is terminated for any reason before the expiration of its Term, access to an automobile shall cease as of the effective date of termination.
9. **Out of Pocket Travel Expenses.** The Board will provide reimbursement for all reasonable expenses incurred by Dr. Bradford in his official capacity as University President consistent with the requirements of applicable Illinois law, Board Policy or Board Regulations. The University will

reimburse Dr. Bradford for the use of a personal vehicle on University business on a per-mile basis at the rate authorized from time to time by the Higher Education Travel Control Board for such reimbursement. When Dr. Bradford's spouse's or partner's attendance at events is of benefit to the University, the University shall reimburse Dr. Bradford for all reasonable University-related travel expenses incurred by Dr. Bradford's spouse or partner, in accordance with State and University policies and procedures, as existing or hereafter promulgated. Dr. Bradford will be required to present expense statements or vouchers, or other reasonable supporting information requested by the University for all expense reimbursements.

10. Professional Development Activities and Memberships. Dr. Bradford shall be entitled to expend up to five thousand dollars (\$5,000.00) annually in payment for "Professional Development Activities and Memberships" to ensure **his** fulfillment of the Presidential duties relating to the mission of the University. This amount can be expended in the University President's discretion, subject to appropriate expense documentation being submitted to the University consistent with applicable law, Board Policy, or the Board Regulations. GSU shall pay for all reasonable expenses, including those associated with annual dues, membership fees and expenses for professional associations meetings and entertainment and designated parking near campus, in accordance with State or GSU current policies and procedures.

11. Working Facilities. Dr. Bradford will be furnished with a private office, secretarial assistance, a computer, a cellphone and such other facilities and services suitable to the position of University Interim President and adequate for the performance of his duties under this Agreement.

12. Termination.

12.1 Termination by the Board for Cause.

12.1.1 The parties agree that the Board may terminate this Agreement at any time for "Cause" which, in addition to any of its other normally understood meanings in employment agreements, shall include the following: (i) deliberate or serious violation of the duties set forth in this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of Dr. Bradford's abilities; (ii) any conduct of Dr. Bradford that constitutes moral turpitude, or that would tend to bring public disrespect, contempt or ridicule upon the University; (iii) a deliberate or serious violation of any Board Policy, Board Regulation, constitutional, or local, state, or federal law, which violation may, in the sole judgment of the Board, reflect adversely upon GSU; or (iv) prolonged absence from duty without the Board's consent.

12.2 Termination without Cause.

12.2.1 The parties agree that the Board may terminate this Agreement prior to its normal expiration at any time by delivering written notice to Dr. Bradford at least seven (7) days prior to termination. This Agreement shall terminate automatically upon the start date of a new president. This Agreement may be terminated without cause by Dr. Bradford giving the Board thirty (30) days' advance written notice of termination.

12.2.2 Regardless of any other provision of this Agreement, this Agreement shall terminate automatically if Dr. Bradford dies or becomes totally disabled, or totally incapacitated or incapable of fully carrying out the duties as defined by the University and Board, for a period of 90 days or more. The Board reserves the right to require Dr. Bradford to submit to a medical examination, either physical or mental, in the event the Board deems Dr. Bradford disabled, totally incapacitated, or incapable of carrying out the duties as University President.

12.2.3 The parties may mutually agree in writing to terminate this Agreement at any time for reasons satisfactory to both parties. In such event, the terms and conditions associated with such early termination will be set out via mutual agreement between the parties.

13. **Board Policy; Board Regulations.** Reference in this Agreement to Board Policy or Board Regulations shall be deemed to include and incorporate any amendments, modifications or replacements that may be enacted from time to time.
14. **Notice.** Any notice required to be given under this Agreement shall be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) received by the addressee, if sent by certified mail, return receipt requested, or (c) received by the addressee, if sent by a nationally recognized overnight delivery service as follows:

If to the University (or the Board of Trustees):

Chief of Administrative Operations and Liaison to the Board of Trustees
Governors State University
1 University Parkway
University Park, IL 60484

If to Dr. Bradford:

Office of the President
Governors State University
1 University Parkway
University Park, IL 60484

With a copy to: Interim President's
address on file with the University.

15. **Entire Agreement; Modification.** This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations of agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by the parties hereto. This Agreement may be executed in counterparts.

- 16. Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or otherwise unenforceable in whole or in part, the remainder of the provisions shall continue to be valid and enforceable.
- 17. Governing Law: Forum.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois which shall be the forum for any lawsuit arising from or incident to this Agreement.
- 18. Dispute Resolution.** The parties agree to make a good faith effort to resolve any dispute arising from this Agreement.
- 18.1.1 The parties will engage in non-binding mediation, jointly selecting an experienced mediator knowledgeable regarding the subject matter. Said mediation will take place in Chicago, Illinois within 30 days of the selection of the mediator. The University will pay the mediator and any administrator's fee.
- 18.1.2 In the event the mediation is not successful, the federal and state courts of Cook County Illinois, located in Chicago, Illinois shall have jurisdiction and venue to hear any claim related to this Agreement.
- 19. 409A.** It is the intention of the parties that payments or benefits payable under this Agreement comply with or be exempt from Internal Revenue Service Code Section 409A, and not be subject to the additional tax imposed pursuant to Code Section 409A. To the extent such potential payments or benefits could become subject to Section 409A, the parties shall take commercially reasonable steps to cooperate to amend this Agreement with the goal of giving Executive the economic benefits described herein in a manner that does not result in such tax being imposed.
- 20. Waiver.** No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.
- 21. Non-Assignable.** This Agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.
- 22. Disclosure of Agreement Terms and Conditions.** The Parties acknowledge that applicable law, including Freedom of Information Act (5 ILCS 140/), will govern the disclosure of the existence and terms of this Agreement.

IN WITNESS HEREOF:

Corey S. Bradford, Sr. and the authorized representative of the Board of Trustees of Governors State University have executed this Agreement on this ____ day of February 2025.

The Board of Trustees of Governors State University:

James Kvedaras, Chair
Governors State University

Corey S. Bradford, Sr., Ph.D.

Corey S. Bradford, Sr., Ph.D.

Exhibit A
JOB DESCRIPTION OF
INTERIM PRESIDENT

1. Provide leadership to the university community by assisting to identify and solidify its mission. Articulate that mission and engage the university in its successful implementation while keeping central and balanced the needs of students and the institutional integrity of the faculty.
2. Identify functions appropriate to implementing the mission within university administration, assign those to various job categories and hire appropriate people to fill those positions. Assess those people effectively and encourage them to succeed in promoting their dimension of the mission implementation.
3. Work with the Board to assist in its pursuit of its mission and effective execution of its duties.
4. Perform such activities as are necessary to meet the external expectations for the university including working with the Board of Higher Education, marketing the university, working with the community, the alumni and various organizations with which the university must interface for the achievement of its goals.
5. Provide leadership and direction as well as engagement in securing resources for the university through work with the General Assembly and Executive Branch on the budget process. Secure resources through fundraising from other government entities, private foundations, individuals, and other pursuits as identified and implemented within the activities of the Foundation Board.