



**GOVERNORS STATE  
UNIVERSITY**

**Board of Trustees' Executive  
Committee Meeting**

**September 5, 2024**

**Engbretson Hall**

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# TAB 1

# GOVERNORS STATE UNIVERSITY

## BOARD OF TRUSTEES

### EXECUTIVE COMMITTEE

Special Meeting of the Board of Trustees' Executive Committee  
 Thursday, September 5, 2024, at 10:00 AM  
 Engbretson Hall

James Kvedaras, Chair

TIME*			TAB NO.
10:00 am	I.	<b>CALL TO ORDER AND ROLL CALL</b>	
10:02 am	II.	<b>CHAIR'S COMMENTS (If applicable)</b> <i>Chair James Kvedaras</i>	
10:05 am	III.	<b>PUBLIC COMMENT</b> Consistent with Public Act 91-0715 and reasonable constraints determined by the Board of Trustees, at each regular or special meeting of the Board or its committees that is open to the public, members of the public may request a brief time on the approved agenda of the meeting to address the Board on relevant matters within its jurisdiction.	
10:08 am	IV.	<b>INFORMATION ITEMS</b> <i>Chair Kvedaras</i>  A. Discuss Selection of Search Firm Professionals to Assist with Presidential Employment Search <i>Presenter: Mr. Josh Allen, Vice President for Human Resources</i>  B. Discuss Appointment and Compensation for Potential Acting President <i>Presenter: Mr. Josh Allen, Vice President for Human Resources</i>	

10:06 am	<b>IV.</b>	<b>ACTION ITEMS</b> <i>Chair Kvedaras</i>  A. Approve Proposed Meeting Agenda  B. Approve Meeting Minutes from November 8, 2023  C. Resolution 25-03: Approve Chair of Presidential Search Committee <i>Presenter: Mr. Josh Allen, Vice President for Human Resources</i>  D. Resolution 25-04: Evaluate and Form Recommendation to Board of Trustees regarding President's Annual Performance Review for FY2024 and FY2024 Incentive Compensation <i>Presenter: Mr. Josh Allen, Vice President for Human Resources</i>	1  2  3  4
10:12 am	<b>VI.</b>	<b>CLOSED SESSION DISCUSSION</b>  Pursuant to the Illinois Open Meetings Act, 5 ILCS 120, the Board may vote to conduct deliberations regarding certain topics in sessions closed to the public. The public portion of the meeting will resume after Closed Session. The following topics may be the subject of discussion during Closed Session at this meeting: A. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees and specific independent contractors in an educational setting pursuant to Section 2(c)(1)	
11:25 am	<b>VIII.</b>	<b>OLD BUSINESS/NEW BUSINESS</b>	
11:30 am	<b>IX.</b>	<b>ADJOURN</b>	

**\*\*Notice to GSU Community and Members of the Public:**

1. If you require accommodations to participate fully in the meeting, please contact Dr. Janelle A. Crowley (contact Information below) to request an accommodation.
2. If you wish to make a public comment, please register in advance by contacting Dr. Janelle A. Crowley no later than 5 PM on Tuesday, September 3, 2024.
3. If you wish to observe and listen to the meeting virtually, a link is provided below for your use.

**Contact Information:** Dr. Janelle A. Crowley [jcrowley3@govst.edu](mailto:jcrowley3@govst.edu) is 708.235.6807

**Zoom Link:**

Please click the **General Invitation** link below to join the webinar:

<https://us02web.zoom.us/j/88673058101?pwd=glST-PX5cJg33S2Iyvjdq-WHA-rKxQ.6pO-dtpiZCLDYD5G>

**Passcode: 767548**

Or One tap mobile:

Or Telephone: US: +13126266799, 88673058101# or +13092053325, 88673058101#

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 309 205 3325 or +1 646 931 3860 or +1 301 715 8592 or +1 305 224 1968 or +1 646 876 9923  
or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or  
+1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 408 638 0968 or +1 507 473 4847

**Webinar ID: 854 0437 7218**

International numbers available: <https://us02web.zoom.us/j/85404377218>

**\*Agenda times are approximate.**

### **September 5, 2024, Events:**

1:00 pm	Convocation – The Center for Performing Arts
2:00 pm	New Academic Year Celebration – Ice Cream in the Hall of Governors
3:30 pm	Social Justice Building Ribbon-Cutting

# TAB 2

**MINUTES OF  
THE EXECUTIVE COMMITTEE'S  
SPECIAL MEETING**

A meeting of the Executive Committee (the “Committee”) of the Board of Trustees of Governors State University (the “Board” and “GSU,” respectively), an Illinois body politic and corporate, was held in person at GSU’s University Park Campus in Engbretson Hall on November 8, 2023 at 9:00 am. The purpose of the meeting was to conduct the business described in the Agenda posted for public notice before 9:00 am on November 3, 2023 in accordance with Section 120/2.02 of the Illinois Open Meetings Act. 5 ILCS 120/2.02. Before the meeting, each Trustee received a book with materials corresponding to action and discussion items, a copy of which is maintained with the Board records.

**I. MEETING DETAILS**

Meeting Chair: Angela M. Sebastian

Minutes Recorded By: Therese King Nohos, General Counsel

**II. ATTENDEES**

Chair Sebastian confirmed a quorum was present given the presence of Trustees Brookins and Kvedaras. She noted that Trustee Hernandez-Aguirre was in attendance as well.

President Cheryl Green, Ph.D., chief executive officer of GSU, was absent the following members of the President’s Cabinet were present:

- Joshua R. Allen, MPS, SHRM-SCP, Vice President of Human Resources
- Corey S. Bradford, Sr., PhD, Vice President of Administration and Finance and Acting President
- Janelle A. Crowley, Ph.D., Chief of Staff, President’s Office
- Maureen Kelly, Executive Director for Government and Community Affairs
- Therese King Nohos, JD, Vice President, General Counsel
- Joi Patterson, PhD, Chief Diversity Officer
- Beverly Schneller, Ph.D., Provost and Vice President for Academic Affairs



**III. ABSENCES**

None.

**IV. CALL TO ORDER**

The meeting was called to order by Chair Sebastian at approximately 9:00 am.

**VI. PUBLIC COMMENT**

No public comment was made.

**VII. AGENDA AND MEETING MINUTES**

Chair Sebastian asked for a motion to approve the meeting agenda as presented. Trustee Brookins so moved, and Trustee Kvedaras seconded.

Chair Sebastian asked for a motion to approve meeting minutes from Executive Committee Meeting dated October 10, 2023. Trustee Brookins noted a correction regarding the closed session. The last sentence should be edited to reflect that Chair Pro Tem Brookins and not Chair Sebastian was speaking. Trustee Kvedaras so moved to approve the minutes as amended. Trustee Brookins seconded. The motion passed upon unanimous vote.

**VIII. CLOSED SESSION**

Chair Sebastian then asked for a motion to enter closed session pursuant to Section 2(c)(1) of the Illinois Open Meetings Act, 5 ILCS 120/, to discuss personnel matters of an individual employee. Trustee Brookins so moved, and Trustee Kvedaras seconded the motion. Upon a roll call vote, the committee unanimously voted to go into closed session. The open period of the committee's meeting was adjourned at approximately 9:05 am. At approximately 10:20 am, Chair Sebastian asked for a roll call for the Executive Committee to be back in session. After a roll call vote, Chair Sebastian noted the Committee had a quorum. Chair Sebastian noted no action was taken in closed session.

**X. OLD/NEW BUSINESS**

Chair Sebastian called for any old or new business. There being none, she called for a motion to adjourn. Trustee Brookins so moved, and Trustee Kvedaras seconded. The motion passed unanimously. The meeting was adjourned at approximately 11:35 am.

Approved this 5<sup>th</sup> day of September 2024

By: \_\_\_\_\_  
James Kvedaras, Chair

By: \_\_\_\_\_  
Karen Nunn, Secretary

# TAB 3

**Resolution No. 25-03***Resolution to Appoint Chair to Presidential Search Committee*

**WHEREAS**, The Board of Trustees of Governors State University (the “Board” and “University,” respectively) was created on January 1, 1996, by Public Act 89-4, to operate, manage, control, and maintain the University in accordance with the rights, powers, and duties vested by law in the Board;

**WHEREAS**, Pursuant to Article V, Section 3 of the Board Bylaws, an Executive Committee was formed having the power to act on behalf of the full Board for sufficient cause;

**WHEREAS**, Pursuant to Section 12.2.2 of that employment agreement dated June 12, 2023 by and between the Board and President Cheryl Green (the “Agreement”), President Green has given notice of her intent to retire;

**WHEREAS**, pursuant to Article I, Section 4(b) of the Board Bylaws, it is the Board’s duty to select and engage a chief executive officer to lead the University;

**WHEREAS**, it is customary to form an advisory search committee reflecting campus-wide participation when conducting a presidential search for a university.

Now, therefore, it is:

*Resolved*, that the Executive Committee delegates Trustee Stacy Crook to serve as the Chair of an advisory search committee to select the next president of the University.

**Approved this 5<sup>th</sup> Day of September 2024**

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**James Kvedaras**  
Chair

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**Karen Nunn, Secretary**

# TAB 4

**EXECUTIVE SUMMARY****Resolution 25-04*****Resolution to Recommend Annual Review of President Green to the Board and Post for Public Comment***

- I. ACTION ITEMS:** Evaluate and form recommendations to the Board of Trustees of Governors State University (“Board” and “University,” respectively) regarding President Cheryl Green’s: (i) performance for Fiscal Year 2024 (“FY2024”); (ii) eligibility for a Performance Bonus pursuant to the Presidential Employment Agreement (“Agreement”) by and between the University and President Green dated June 12, 2023 (attached hereto as **Exhibit A**); and (iii) eligibility for increased compensation for fiscal year 2025 (together, the “Action Items”).
- II. BACKGROUND:** The Board has an obligation to take the Action Items on an annual basis due to a combination of requirements found in Illinois State law, the Board Bylaws, and the Agreement. Those various requirements are stated briefly here and a proposed action plan for meeting those requirements is stated in the Analysis section below.

*First*, the Board must conduct an annual assessment of the President and meet with President Green to discuss her performance. Hiring, supporting, and retaining the president are the most important tasks of a board member, especially the chair. MacTaggart, Terrence, *Assessing and Developing College and University Presidents, an Enterprise Leadership Approach*, Washington, DC, Association of Governing Boards of Colleges and Universities, 2020. “[A]ssessing chief executives with the goal of enabling them to perform at superior levels is a fundamental fiduciary responsibility of boards.” *Id.* In fact, in Illinois, annual assessment is required by law. 110 ILCS 670/15-190 (“the Board must complete an annual performance review of the president . . .”). This obligation also is found in the Bylaws, which require that the Board assess the President’s performance periodically. *See* Bylaws Art. I, § 4(c). Similarly, the Agreement states that the “Board is required by law to review the President’s performance on an annual basis” and to “meet with President Green annually to evaluate and discuss her performance.” Agreement, § 3.2.

*Second*, based on the annual performance review, the Board must determine President Green’s eligibility for a performance bonus pursuant to the Agreement. Where included in an employment contract, as it is in the Agreement, the “annual performance review must be considered when the Board contemplates a bonus [or] incentive-based compensation. . . .” 110 ILCS 670/15-190. The Agreement provides that “[t]he Board shall annually pay Dr. Green twenty-five thousand dollars (\$25,000.00) representing an annual discretionary ‘Performance Bonus’ payment based on the Board’s annual evaluation of her performance in accordance with the

GSU Presidential Annual Assessment Policy and Procedures and Section 670/15-190 of the Governors State University Law.” Agreement, § 4.2.1. “It is within the sole discretion of the Board based on the annual assessment of Dr. Green to determine whether the Performance Bonus payment has been earned. If the Board concludes Dr. Green’s performance meets expectations she shall receive her annual Performance Bonus.” *Id.* Such payment, if any, is due to be paid by December 31. Agreement, § 4.2.2.

***Third***, the Board has a contractual obligation to increase President Green’s “Base Salary” on an annual basis. Agreement, § 4.1.1. “The Base Salary will be increased by 4.75% for each subsequent year of the Extended Term.” *Id.* Illinois State law requires the consideration of her annual performance review if the Board awards a compensation raise. 110 ILCS 670/15-190.

Those metrics agreed upon by the parties for Dr. Green’s review were:

Student-focused measurements:

- Enrollments across all categories of students
- Year-over-year retention across all categories of students

Diversity, Equity, and Inclusion:

- Pell Grant recipients and average debt load
- Enrollment of various population segments of students
- Retention rates for various population segments of students

Stewardship of Resources and Compliance

- Institutional unrestricted revenues
- Income from alternative sources outside of regular income and fees.

President Green gave a State of the University address to the Board at its August 19, 2024 meeting discussing many of these topics. Also, she will submit via email a self-assessment addressing the foregoing factors by September 30, 2024. In addition, Vice President of Human Resources, Joshua R. Allen, solicited feedback from the three senate presidents regarding President Green’s performance, which he will share with the Executive Committee at its September 5, 2024 meeting.

**III. ANALYSIS/PROPOSED ACTION PLAN:** Based on the agreed-upon procedures, the Agreement, Illinois law, and practices from last year, it is recommended that the Board adopt the following process in executing the three Action Items:

- a. The Executive Committee will meet on September 5, 2024 to discuss all materials collected regarding President Green’s performance for FY2024, including feedback from the senates, and feedback from other trustees. All trustees are welcome to attend and participate in this meeting.



- b. Pursuant to Section 120/2(c)(1) of the Illinois Open Meetings Act (“OMA”), the Executive Committee shall deliberate (but not vote on) the three proposed actions items in closed session.
- c. On September 5, 2024, the Executive Committee may vote to make recommendations to the Board on the Action Items and shall delegate responsibility for drafting a written assessment, which shall be provided to President Green by October 7.
- d. President Green shall advise the Executive Committee Chair by October 14 if she wishes to have a formal opportunity to address the written assessment before the Board votes on it.
  - i. If President Green does not want a formal opportunity to address the written assessment, the written assessment shall be published 48 hours in advance of the October 21, 2024 Board Meeting pursuant to Illinois State law. The Board may vote on the Executive Committee’s recommendations on the three Action Items at the October 21 meeting in open session; however, it may meet with President Green in closed session to deliver feedback on her performance.
  - ii. If President Green does want to have a formal opportunity to address the written assessment, the Board will delay voting on the Action Items until after she has had a fair opportunity to do so.
- e. The Board may vote on the Action Items in open session on October 21 or some later date as determined pursuant to the process above.

**Resource/Contact:** *Joshua Allen*, MPS, SHRM-SPC, Vice President of Human Resources, [jallen10@govst.edu](mailto:jallen10@govst.edu), 708.534.4100.

## **Presidential Employment Agreement**

**This Presidential Employment Agreement ("Agreement") is made between the Board of Trustees of Governors State University ("Board") and Cheryl Green, Ph.D. ("Dr. Green or President").**

### **1. Appointment and Employment as the President.**

- 1.1 For and in consideration of the promises made by Dr. Green in Section 2 of this Agreement, the Board re-appoints and continues to employ Dr. Green as the 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 from July 1, 2023 until June 30, 2027, unless terminated earlier as provided herein. Dr. Green accepts and agrees to such employment. Consistent with applicable law and Board regulations, Dr. Green will report directly to the Board. The Board warrants that it has authority to re-appoint and employ Dr. Green as the President of Governors State University ("GSU").
- 1.2 As President, Dr. Green 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. Green agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote full-time attention and energies to the duties as 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. Green will be absent from the University and not accessible for a period of ten (10) business days, Dr. Green shall disclose this information to the Chair of the Board.
- 2.4 Although Dr. Green shall devote substantially all of her business time and efforts to fulfilling her duties as President, she may serve on up to two (2) outside compensated for profit boards that do not compete with GSU. Any compensation

received by Dr. Green in connection with approved outside activities shall be paid to and retained by Dr. Green.

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. Green 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: Renewal.**

3.1 This Agreement shall be for a term commencing on July 1, 2023 and terminating on June 30, 2027 (the "Extended Term"). Dr. Green's appointment as President will terminate automatically on June 30, 2027, unless her appointment is renewed or extended prior to the termination date of the Extended Term. The Board will be required to provide Dr. Green with notice on or before January 1, 2027 whether it intends to re-negotiate the Agreement for an additional period following this Extended Term. For the avoidance of doubt, the Extended Term is subject to prior termination as provided for in this Agreement.

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. Green annually to evaluate and discuss her performance. To aid the Board in such annual job performance reviews, Dr. Green agrees to furnish such oral and written reports as may be required by the Board.

3.3 The Board, in its sole discretion, may offer to extend this Agreement for additional years upon the terms and conditions contained in this Agreement or upon such additional or different terms as may be agreed upon by Dr. Green and the Board, with such additional or different terms confirmed in a written agreement executed by the parties at the time of extension.

3.4 In the event either Dr. Green or the Board decides not to renew this Agreement, the Board, in its sole discretion, may offer Dr. Green the opportunity for a tenured full professor position, subject to Dr. Green's agreement and subject to the applicable collective bargaining agreement and University policies and procedures.

### **4. Compensation.**

#### **4.1 Base Salary**

4.1.1 For all services rendered under this Agreement, the Board shall pay Dr. Green for the Extended Term an annual base salary of three hundred and fifty

thousand dollars \$350,000.00 ("Base Salary") effective July 1, 2023-June 30, 2024. The Base Salary will be increased annually by 4.75% for each subsequent year of the Extended Term. The Base Salary shall be payable in equal monthly installments subject to the availability of funding by the State of Illinois. The salary shall include deductions for local, state, and federal taxes and for employee portion of any benefit costs provided under this Agreement.

4.1.2 Dr. Green's salary will be paid in accordance with this Agreement and will not be subject to University wide adjustments in salary paid to any other GSU employee.

#### 4.2 Performance Bonus

4.2.1 The Board shall annually pay Dr. Green twenty-five thousand dollars (\$25,000.00), representing an annual discretionary "Performance Bonus" payment based on the Board's annual evaluation of her performance in accordance with the GSU Presidential Annual Assessment Policy and Procedures and Section 670/15-190 of the Governors State University Law. It is within the sole discretion of the Board based upon the annual assessment of Dr. Green to determine whether the Performance Bonus payment has been earned. If the Board concludes Dr. Green's performance meets expectations she shall receive her annual Performance Bonus.

4.2.2 The Board shall endeavor to determine whether the Performance Bonus payment has been earned following the applicable University fiscal year relating to the Performance Bonus payment, beginning in October 2023. The Performance Bonus payment approved by the Board for the applicable fiscal year shall be made on or before December 31<sup>st</sup> following the determination that the payment has been earned by Dr. Green.

#### 4.3 Retirement Benefits

4.3.1 The University will make annual contributions to a Supplemental Executive Retirement Plan ("SERP") for the benefit of Dr. Green in an amount equal to 4% of her total annual compensation, which consists of base salary and any Performance Bonus. All SERP contributions will be made consistent with the requirements of a deferred compensation 457(f) plan.

#### 4.4 Housing Allowance

4.4.1 The Board shall pay Dr. Green an annual payment of thirty-thousand dollars (\$30,000.00) during the Extended Term for the purchase, or lease and maintenance, of a personal residence (the "Housing Allowance"). The Housing Allowance shall be paid in equal monthly installments.

4.4.2 Dr. Green agrees to use her personal residence periodically, and in her reasonable discretion, for ceremonial and entertainment purposes that benefit the University. The obligation of Dr. Green to entertain at her residence is

compensated under the provisions of this Section 4.4. In addition, the University shall be fully responsible for all actual costs associated with such University business occurring at Dr. Green's residence including catering, associated cleaning, and entertainment expenses.

5. **Insurance and Retirement Benefits.** The Board shall provide Dr. Green 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. Green 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. Green 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. Green 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. Green 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. Green as early as is practicable. Upon this automobile being made available, Dr. Green will no longer have access to her current University automobile, a 2017 Prius.  
  
The Board reserves the right to determine at any time that it is no longer appropriate for the University to maintain a vehicle for the University President. In that event, the Board will work with Dr. Green to establish either an appropriate vehicle stipend or for the lease of a full-size vehicle for Dr. Green's use as University President.
9. **Out of Pocket Travel Expenses.** The Board will provide reimbursement for all reasonable expenses incurred by Dr. Green in her official capacity as University President consistent with the requirements of applicable Illinois law, Board Policy or Board Regulations. The University will reimburse Dr. Green 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. Green's spouse's or partner's attendance at events is of benefit to the University, the University shall reimburse Dr. Green for all reasonable University-related travel expenses incurred by Dr. Green's spouse or partner, in accordance with State and University policies and procedures, as existing or hereafter promulgated. Dr. Green 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. Green shall be entitled to expend up to five thousand dollars (\$5,000.00) annually in payment for "Professional Development

Activities and Memberships" to ensure her 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. Green 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 President and adequate for the performance of her 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. Green's abilities; (ii) any conduct of Dr. Green 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. Green at least thirty (30) days prior to termination. In the event the Board terminates this Agreement without cause prior to its normal expiration, Dr. Green shall be entitled to one of the following (i) twenty (20) weeks of severance payments based on Dr. Green's salary at the time of termination, consistent with the requirements of applicable law; or (ii) tenure at the level of full professor, in the University academic department applicable to Dr. Green's expertise, as determined by the University's promotion and tenure process, and at a salary rate of the highest paid professor in that academic department at the time of termination; provided, however, that Dr. Green must work and meet the duties expected of tenured professors in that academic department. For the avoidance of doubt, Dr. Green's compensation, terms and conditions regarding her tenured professorship shall be governed by the Board Regulations, Board Policy and the faculty collective bargaining agreement between the University and the University Professionals of Illinois as the same may be amended, modified or replaced from time to time.

12.2.2 This Agreement may be terminated without cause by Dr. Green giving the Board one hundred and eighty (180) days advance written notice of termination.

12.2.3 Regardless of any other provision of this Agreement, this Agreement shall terminate automatically if Dr. Green dies or becomes total 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. Green to submit to a medical examination, either physical or mental, in the event the Board deems Dr. Green disabled, totally incapacitated, or incapable of carrying out the duties as University President.

12.2.4 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. Reassignment of Duties.** Notwithstanding anything in Section 12 of this Agreement, the Board may, upon majority vote of the Board, reassign Dr. Green to an academic or administrative post on the University's campus. If Dr. Green is reassigned under this Section, Dr. Green shall remain until the expiration or termination of the Extended Term, or any subsequent renewal term, in full-time employment at a salary level equal to the remaining salary otherwise due under this Agreement but with such duties and responsibilities as may reasonably be assigned by the Board. If Dr. Green objects to any proposed reassignment under the terms of this provision, this Agreement shall be deemed Terminated without Cause and Section 12.2 shall control.

**14. 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.

**15. 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):

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

If to Dr. Green:

Office of the President  
Governors State University

1 University Parkway  
University Park, IL 60484

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

16. **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.
17. **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.
18. **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.
19. **Dispute Resolution.** The parties agree to make a good faith effort to resolve any dispute arising from this Agreement.
  - 19.1.1 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.
  - 19.1.2 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.
20. **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.
21. **Waiver.** No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.
22. **Non-Assignable.** This Agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.
23. **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.

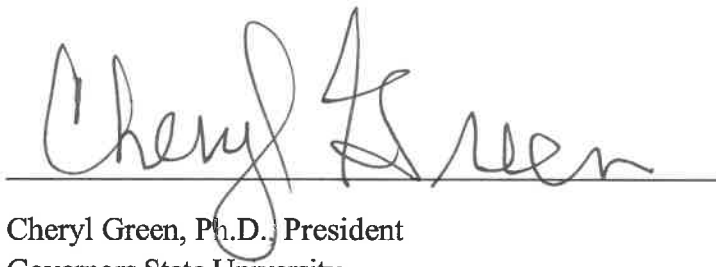


IN WITNESS WHEREOF, Dr. Cheryl Green and the authorized representative of the Board of Trustees of Governors State University have executed this Agreement on this 12th day of June 2023.

**The Board of Trustees of Governors State University:**

A handwritten signature in dark ink, appearing to read "Angela M. Sebastian", written over a horizontal line.

Angela Sebastian, Chair  
Governors State University

A handwritten signature in dark ink, appearing to read "Cheryl Green", written over a horizontal line.

Cheryl Green, Ph.D., President  
Governors State University

**Exhibit A**  
**JOB DESCRIPTION OF**  
**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.

**Resolution No. 25-04***Resolution to Recommend Annual Review of President Green to Board and Post for Public Comment*

**WHEREAS,** The Board of Trustees of Governors State University (the “Board” and “University,” respectively) was created on January 1, 1996, by Public Act 89-4, to operate, manage, control, and maintain the University in accordance with the rights, powers, and duties vested by law in the Board;

**WHEREAS,** Pursuant to Article V, Section 3 of the Board Bylaws, an Executive Committee was formed having the power to act on behalf of the full Board for sufficient cause;

**WHEREAS,** Section 15-190 of the Illinois Governors State University Law, 110 ILCS 670/15-190, requires the Board to conduct an annual performance review of the University’s president;

**WHEREAS,** Article I, Section 4.c, of the Board Bylaws and Article II, Section 6.B of the Board Governing Policies require the Board to conduct a periodic assessment of the University’s president;

**WHEREAS,** The Board previously retained a subject matter expert to advise the University on best governance practices concerning presidential assessment, Terrence MacTaggart, Ph.D., from the Association of Governing Boards, who prepared a recommendation regarding the annual evaluation procedure regarding the annual assessment of the University president of Governors State University that was presented to the Board on October 21, 2022;

**WHEREAS**, President Cheryl Green, Ph.D. and the Board of Trustees agreed with Dr. MacTaggart's recommendation for a review process;

**WHEREAS**, The Board followed the recommended review process when conducting President Green's review for Fiscal Year 2023;

**WHEREAS**, Having examined the issue and being fully advised, the Executive Committee, acting on behalf of the Board, has formed the conclusion that it is in the University's best interest to follow the same process agreed upon by both parties in October 2022 for conducting the president's review;

**WHEREAS**, the Executive Committee met on September 5, 2024 to deliberate the University president's performance based on their own observations, feedback from key stakeholders, including other trustees and senate presidents, and the Employment Agreement by and between the president and University dated June 12, 2023; and

**WHEREAS**, pursuant to Section 15-185 of the Illinois Governors State University Law, 110 ILCS 670/15-185, the performance upon which any incentive-based compensation is based must be made available to the public at least 48 hours before Board approval.

Now, therefore, it is:

1. *Resolved*, that the Executive Committee directs the General Counsel to prepare a written review reflecting the Executive Committee's deliberations, which shall be shared with President Green after receipt of her self-assessment by October 7, 2024.
2. *Resolved*, that President Green shall have until October 14, 2024 to raise any objections or concerns with the written review with the Executive Committee.
3. *Resolved*, that the Executive Committee directs the University's administration to post said performance review publicly at least 48 hours before the October 21, 2024

meeting at which time the question of the president's review, compensation, and bonus may be discussed and put to vote.

**Approved this 5<sup>th</sup> day of September 2024**

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**James Kvedaras, Chair**

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**Karen Nunn, Secretary**