

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2023 – 11**

SUBJECT: APPOINTMENT OF DR. MAURICE D. EDINGTON AS PRESIDENT OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA

WHEREAS, pursuant to the authority of the Board of Trustees (the "Board") under the D.C. Official Code §38-1202.06(10) and in accordance with the University's regulations, 8B DCMR § 200 *et seq.*, the Board has the responsibility for the selection and appointment of a Chief Executive Officer of the University of the District of Columbia; and

WHEREAS, pursuant to 8B DCMR § 200.1, the Chief Executive Officer of the University appointed by the Board of Trustees pursuant to D.C. Official Code § 38-1202.06(10) shall be the President of the University of the District of Columbia (the "President") and shall report directly to the Board; and

WHEREAS, pursuant to 8B DCMR §200.3, appointment of the President shall be by affirmative vote of a majority of the Board; and

WHEREAS, pursuant to 8B DCMR §200.4, the terms and conditions of the appointment of the President, including compensation and benefits, shall be set forth in a contract of employment which shall be negotiated with the appointee in a manner directed by the Board and shall be subject to ratification by an affirmative vote of the majority of the Board; and

WHEREAS, the Board completed a search process for a president and selected Dr. Maurice D. Edington to be President of the University; and

WHEREAS, upon mutual agreement, the Board seeks to employ Dr. Maurice D. Edington subject to the terms of an Employment Agreement, which expires on June 30, 2027, to be executed by Dr. Maurice D. Edington and to be executed on behalf of the Board of Trustees by the Chairperson, Christopher D. Bell; and

WHEREAS, Dr. Maurice D. Edington's educational background includes a Bachelor of Arts degree in Chemistry from Fisk University and a Doctorate of Philosophy in Physical Chemistry from Vanderbilt University. Dr. Edington attended Duke University as a Postdoctoral Research Associate in Biophysical Chemistry; and

WHEREAS, Dr. Maurice D. Edington has spent a majority of his professional career at Florida A&M University in various leadership roles such as Executive Vice President and Chief Operating Officer as well as Provost and the Vice President for Academic Affairs. He held other leadership positions at Florida A&M University such as Vice President for Strategic Planning, Analysis and Institutional Effectiveness; Founding Dean, College of Science and Technology; Director, Quality Enhancement Program; and Director, Office of Engineering & Science Support. Dr. Maurice D. Edington has authored and co-authored 20 publications and has been invited to speak at numerous seminars.

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2023 – 11**

NOW THEREFORE BE IT RESOLVED, the Board of Trustees appoints Dr. Maurice D. Edington as President of the University of the District of Columbia, for a term beginning August 1, 2023 and ending June 30, 2027, consistent with the terms of the Employment Agreement and subject to approval by the D.C. City Council.

Submitted by the Committee of the Whole:

June 8, 2023

Approved by the Board of Trustees:

June 8, 2023



Christopher D. Bell

Chairperson of the Board

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), by and between Maurice D. Edington ("Dr. Edington" or "President"), a resident of the State of Florida, and the University of the District of Columbia ("the University"), a public institution of higher learning located in the District of Columbia, referred to individually as Party and collectively as Parties, shall be effective as of August 1, 2023. ("Effective Date").

WITNESS

WHEREAS, the Board of Trustees of the University ("Board") wishes to employ Dr. Edington as President of the University reporting directly to the Board and serving as a University employee subject to the terms and conditions of this Agreement pursuant to the Board's authority to do so under D.C. Official Code §38-1202.06(10); and

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

WHEREAS, this Agreement has been duly approved and its execution duly authorized by the Board.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and for other good and valuable consideration. The receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Term.

The Board shall employ Dr. Edington as President of the University for a term beginning on August 1, 2023, and ending on June 30, 2027, except as provided in Section J of this Agreement.

B. Renewal of Agreement.

This Agreement automatically renews on August 1 each year during the term of this Agreement, subject to the availability of funds. Except as provided in Section J, the President will be informed by February 28, 2027, of the Board's intent not to extend the Agreement.

C. Responsibilities of the President.

The President shall perform those services and responsibilities that are incident to the Office of the President, as Chief Executive Officer of the University, including without limitation the duties set forth in Title 8B of the District of Columbia Municipal Regulations ("DCMR"), Chapter 2, and as otherwise directed by the Board. Dr. Edington shall devote full business time, attention, skill and efforts to the faithful performance of the responsibilities of the President (except as set forth in Section G "Outside Activities") and shall particularly focus on the following priority responsibilities: operational improvement, academic program development, facility management alignment with academic needs, fundraising, alumni relations, marketing

and social media relations, shared governance, improved student outcomes and persistence to graduation, financial aid and scholarship aid, development and review of differentiated strategic enrollment plans and maintaining strong relationships with University stakeholders in government, D.C. Public Schools, business and citizen stakeholders in all parts of Washington, D.C. and in the metropolitan region.

Within thirty (30) days of the beginning of the Term of this Agreement, the Board or a designated Committee of the Board (each referred to in this Section C as "the Board") and Dr. Edington shall commence the process of jointly developing a performance plan with specific detailed performance objectives in the priority areas referenced in this Section C and on which Dr. Edington's performance will be evaluated consistent with Section D. The performance plan shall be completed within ninety (90) days of the beginning of the Term of this Agreement.

D. Evaluation.

The Board or a designated Committee of the Board (each referred to in this Section D as "the Board") and the President shall meet to discuss the President's performance in meeting the responsibilities as identified in Section C of this Agreement and the President's progress towards any additional goals that may have been agreed upon with the Board. Such evaluation meeting shall occur annually as determined by the Chairperson of the Board and the President. The Board shall evaluate the President's performance during the prior year based upon the President's achievement of the specified and prioritized goals and objectives as referenced in Section C of this Agreement and upon such other criteria as the Board deems appropriate and may grant a bonus not to exceed \$25,000 annually.

E. Compensation.

As compensation for the services to be performed by Dr. Edington pursuant to this Agreement, the University shall pay to Dr. Edington an annualized base salary of \$ 310,000 less applicable deductions, beginning with the Effective Date of this Agreement. The President shall receive all cost-of-living adjustments provided to non-union employees.

F. Benefits and Reimbursements.

In addition to the foregoing compensation, during the Term of this Agreement the University shall provide Dr. Edington with the following benefits and reimbursements:

1. Standard University Health Insurance, Pension and Leave Benefits.

Dr. Edington shall be eligible for all standard health insurance, sick leave benefits and annual leave benefits provided to other senior administrators of the University, including participation in the University's regular group life insurance plan, workers compensation coverage and remitted tuition benefits. The rollover and accrual of sick and annual leave, and any payment upon termination for accrual of such leave, shall be subject to the University's policies for such matters. The University will contribute seven percent (7%) of Dr. Edington's salary to a Teacher Insurance Annuity Association/College Retirement Equities Fund

(TIAA/CREF) retirement account. Nothing in this Section F.1 shall be construed to require the University to institute or maintain any particular plan, program or benefit. The University reserves the right to amend, terminate and otherwise modify any benefit plan or program at any time and the terms of those plan documents govern.

2. Business and Travel Expenses

The President's reasonable business and travel expenses incurred in the capacity as President shall be provided for on the same basis as it is for other senior academic administrators at the University, consistent with Title 8B DCMR § 440 as well as Title 1 DCMR §800, as the same may be amended, and following the policies and procedures of the University that implement those Regulations. In particular, any travel of the President must be approved in advance in writing by the Chairperson of the Board, as provided for in 8B DCMR §441.2. Approval of a travel budget by the Chairperson of the Board shall constitute approval of travel consistent with 8B DCMR §441.2. Any other business expenses of the President must be approved in advance in writing by the Chairperson or the Chairperson's designee.

3. Vehicle Allowance

During the term of this Agreement, the University shall provide a vehicle allowance of \$750/month. All expenses of any kind associated with Dr. Edington's vehicle are the President's personal responsibility.

The parties acknowledge and agree that the University will treat the Vehicle Allowance as taxable income to Dr. Edington and do all required reporting and withholding on such income under District and Federal law. Dr. Edington will be responsible for any taxes arising as a result of such Vehicle Allowance attributed as taxable income.

In the event of Dr. Edington's death or Permanent Disability (as the term Permanent Disability is defined in Section J.5 of this Agreement) during the Term of this Agreement, the President's family shall continue to receive the Vehicle Allowance under the same terms and conditions as provided herein for no more than thirty (30) days from the date of the President's death or Permanent Disability.

In the event of termination of the President for Cause or for the convenience of the Board, the Vehicle Allowance will cease as of the date of termination.

In the event of the President's resignation, Dr. Edington will receive the Vehicle Allowance until the effective date of such resignation.

4. Parking

The President will be provided a reserved parking space at no cost in the main parking garage on the University's Van Ness Campus and shall make parking available at no cost at other campus and satellite locations.

5. Technology Support

The President shall be provided with a Smart Phone or equivalent device(s), a laptop computer, a desktop computer for the office and the residence for University-related business.

6. Professional Development

The University shall pay or reimburse the President for the reasonable cost of seminars, conferences or similar programs which are beneficial to the University-related professional development of the President. Such costs include the annual dues for the President's membership in professional organizations which the President and the Chairperson of the Board agree will be assistive to the President in carrying out the President's responsibilities. All such costs must be approved in advance in writing by the Chairperson of the Board or the Chairperson's designee.

The University will provide an executive coach consistent with the University's procurement regulations in an amount not to exceed \$10,000 during the Term. The University will pay for the July 2024 Harvard Course for New Presidents and additional reasonable expenses for travel, housing, meals and related expenses as approved by the Board Chair.

7. University Housing Allowance

During the Term of this Agreement, the University will provide a housing allowance in the amount of \$ 7500 per month to Dr. Edington for the President's use for a residence in the District of Columbia. All expenses of any kind associated with Dr. Edington's housing are the President's personal responsibility. The President shall reside in the District of Columbia.

The parties acknowledge and agree that the University will treat the Housing Allowance as taxable income to Dr. Edington and do all required reporting and withholding on such income under District and Federal law. Dr. Edington will be responsible for any taxes arising as a result of such Housing Allowance attributed as taxable income.

In the event of Dr. Edington's death or Permanent Disability (as the term Permanent Disability is defined in Section J.5 of this Agreement) during the Term of this Agreement, the President's family shall continue to receive the Housing Allowance under the same terms and conditions as provided herein for no more than sixty (60) days from the date of the President's death or Permanent Disability.

In the event of termination of the President for Cause or for the convenience of the Board, the Housing Allowance will cease as of the date of termination.

In the event of the President's resignation, Dr. Edington will receive the Housing Allowance until the effective date of such resignation.

8. Moving Expenses

The University will reimburse moving expenses in an amount not to exceed \$10,000, provided receipts are provided by Dr. Edington to support said moving expenses.

9. Tax Reporting.

The University shall include in the W-2 issued to the President all payments, benefits, allowances and reimbursements that are defined as income or otherwise required to be reported by federal, state, District of Columbia or local governments. The President shall be responsible for the payment of all personal taxes due and shall make such payments on a "when due" basis. It is specifically understood and agreed by the parties that the President shall be responsible for federal and District of Columbia taxes due as a consequence of the President's use of any University Housing Allowance.

G. Outside Activities.

The Board recognizes that it may be beneficial to the University for the President to engage in certain outside activities such as serving on for-profit or non-profit organization boards of directors, engaging in consulting, publishing and the like. The President must receive prior written approval from the Chairperson of the Board before agreeing to serve on any corporate or non-profit board, engaging in any paid consulting, paid publishing or any other compensated outside activity, as well as for any such corporate or board service, consulting, publishing or other compensated outside activity in which the President is engaged at the time this Agreement is first executed. The President may not engage in any outside activity that constitutes a conflict of interest or a conflict of commitment regarding his responsibilities to the University or that would harm the reputation or standing of the University's reputation and/or operations. Payment of any tax due on all income or other compensation earned by the President in connection with any outside activities shall be the responsibility of the President and reported and paid in accordance with applicable law and University regulations. Failure to comply with the provisions is grounds for Termination for Cause (as defined below).

Any remuneration earned in connection with any such approved outside activities, will be retained by Dr. Edington, and will have no effect on compensation under this Agreement. Dr. Edington is currently engaged in the following outside activities; serving as (i) a higher education consultant on STEM education and accreditation matters; (ii) a grant reviewer for federal, state and private funding agencies; and (iii) a peer reviewer for accreditation agencies. Dr. Edington is approved by the Chairperson of the Board to continue to engage in these outside activities.

H. Tenure

Upon appointment as President of the University, Dr. Edington shall have the status of a tenured full professor at the University of the District of Columbia in the Department of Sciences and Mathematics in the College of Arts and Sciences. During service as President, Dr. Edington shall receive no additional compensation for his tenured appointment and will not have any teaching or faculty duties or responsibilities. Dr. Edington's faculty appointment shall be

governed by the University's rules for tenure. Dr. Edington's compensation as a tenured member of the faculty shall be equal to the highest paid faculty member of the Department of Sciences and Mathematics in the College of Arts and Sciences.

I. Sabbatical

If this Agreement is extended and Dr. Edington has served at least six (6) years as President, Dr. Edington shall receive a paid sabbatical of no more than one (1) year at the salary of his tenured position as referenced in Section H in preparation for his faculty position at the University.

J. Termination.

1. Termination for Cause

The Board may terminate this Agreement at any time for cause upon written notice to the President as provided in this Section. For purposes of this Agreement, "Cause" shall be defined as: (a) gross negligence or willful malfeasance by the President in the performance of duties; (b) actions or omissions by the President that are undertaken or omitted knowingly and are criminal or fraudulent and involve material dishonesty or moral turpitude; (c) the President being convicted in a court of law with any felony, or a crime involving misuse or misappropriation of University funds; or (d) breach of fiduciary duty to the University. During the pendency of any investigation and/or criminal proceeding, the Board may decide to place the President on leave with or without pay. In the event the President is placed on leave without pay and the President is cleared of the charges, the President shall be reimbursed unpaid salary and benefits. In the event the President is terminated for Cause, Dr. Edington's employment with the University shall cease immediately, and the President shall not be entitled to any further compensation or benefits as President except for accrued but unpaid compensation, reimbursement of expenses, and vested retirement contributions up until the effective date of termination. Termination for Cause for acts that are criminal in nature shall terminate any rights Dr. Edington may have or assert to a tenured position under this Agreement.

2. Termination for Convenience

During the duration of this Agreement, the President may be dismissed at any time for any reason for the convenience of the Board, upon ninety (90) days prior written notice to the President and may at the sole discretion of the Board be placed on paid Administrative Leave. For purposes of this Agreement, "Administrative Leave" is defined as an excused absence of duty without loss of pay and without charge to annual leave or sick leave.

If Dr. Edington's employment is terminated for convenience during the term of this Agreement, the President will receive the balance of the presidential salary through the term of this Agreement, with no further obligation of the University, or assume the position of full professor with tenure at the University at the salary of his tenured position as referenced in Section H, as of the start of the fall or spring semester immediately following the effective date of his termination for convenience. If Dr. Edington's employment is terminated for convenience

during the term of this Agreement as specified in Section A for reasons beyond the control of the Board, he may immediately assume the position of full professor with tenure at the University at the salary of his tenured position as referenced in Section H.

In the event Dr. Edington chooses to assume the tenured position at the University, Dr. Edington shall be entitled to compensation and benefits provided in this Agreement as President until the start of his faculty position.

In the event of a termination for the convenience of the Board, and Dr. Edington does not take the tenured faculty position, Dr. Edington agrees to reasonably cooperate with the Board with regard to the transition to the immediately successive administration upon the Board's request. Dr. Edington will be reimbursed reasonable documented expenses as requested by the Chair of the Board.

3. Limitation of Liability for Termination

In the event of a termination for Cause or convenience by the Board, the Parties agree that the University nor its affiliates shall in no case be liable for the loss of any collateral business opportunities, extra compensation, regardless of the source or any other benefits or income that may ensue as a result of the Board's termination of this Agreement.

4. Resignation

Dr. Edington may resign from employment as President. Upon receipt of written notice of said resignation, the President would continue to be eligible for any benefits under this Agreement to the effective date of the resignation. Dr. Edington's employment as President shall cease on the effective date of the resignation and Dr. Edington shall not be entitled to any further compensation or benefits provided in this Agreement as President.

The President, upon resignation, shall have the right to remain at the University and assume the position of full professor with tenure at the salary of his tenured position as referenced in Section H as of the start of the fall or spring semester immediately following the effective date of his resignation.

In the event of a resignation by Dr. Edington prior to the beginning of the third year of this Agreement, retirement contributions made by the University shall be forfeited and will be returned to the University.

In the event of a resignation, Dr. Edington agrees to cooperate with the Board with regard to the transition to the immediately successive administration upon the Board's request. Dr. Edington will be reimbursed reasonable documented expenses as requested by the Chair of the Board.

5. Permanent Disability

If the President becomes permanently disabled during the term of this Agreement, this Agreement shall terminate effective on the date of Permanent Disability. The President shall receive all benefits to which the President is entitled pursuant to any University disability plan in which the President may participate. For purposes of this Agreement, "Permanent Disability" shall mean the inability of the President to perform the essential functions of the position of President for a period of ninety (90) continuous days with reasonable accommodations (as such term is defined under Federal and District of Columbia law and in the common law interpreting the same). In the event there is any difference of opinion as to whether Permanent Disability exists, an independent, mutually agreed-upon licensed physician will be called in to make the determination.

6. Death.

In the event of the Death of the President during the Term of this Agreement, the President's salary shall cease on the date of death and this Agreement shall terminate effective on the date of death. The President's estate shall be entitled to receive all salary, retirement, and benefits to which the President is entitled under any University insurance plan in which the President may have participated. The President's family, if they are already occupying housing paid for with the Housing Allowance provided under this Agreement at the time of the President's death, shall continue to receive the Housing Allowance under the same terms and conditions as provided herein for no more than sixty (60) days from the date of the President's death.

K. Dispute Resolution.

The parties may mutually agree to confidential non-binding mediation for any controversy or claim that either party may have against the other arising out of or relating to the construction, application or enforcement of this Agreement. If such mediation is unsuccessful, any controversy between the Board and Dr. Edington involving the construction, application or enforcement of this Agreement, as well as any controversy or claim based upon the alleged breach of any legal right relating to or arising from Dr. Edington's employment and/or termination of employment shall, on the written request of either party served on the other, be submitted to confidential binding arbitration before a single arbitrator. The American Arbitration Association ("AAA") shall provide a list of three arbitrators who are experienced employment arbitrators licensed to practice law in Washington, D.C. Within ten (10) days of receipt thereof, each party shall strike one and so notify the AAA in confidence. After being notified of each strike, the AAA shall advise the parties of the remaining arbitrator, or if the parties strike the same person, then the AAA shall choose from the two remaining arbitrators, advising the parties only of the selected arbitrator. Dr. Edington's and the Board stipulate and agree that any arbitration will be held in Washington, D.C. pursuant to the AAA's Employment Arbitration Rules and Mediation Procedures (or any comparable rules then in existence) ("the Rules"). Pursuant to the Rules, discovery may include depositions, interrogatories and document production. In any controversy between the Board and Dr. Edington involving the construction, application or enforcement of this Agreement, the arbitrator must base the written and reasoned decision upon the written contract and shall not have the power to modify, add to or ignore terms of the Agreement. The

written and reasoned decision of the arbitrator shall be final and conclusive upon both parties and may be entered in any court having jurisdiction thereof. The arbitrator's fees and administrative fees shall be paid by the University. The parties agree to pay their own attorneys' fees and costs.

L. Notice.

All notices required or allowed by this Agreement shall be hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested. Unless and until changed by a party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the Board:

University of the District of Columbia
4200 Connecticut Avenue, N.W.
Washington, D.C. 20008
Attn: Chair of the Board of Trustees

With a copy not constituting notice to:

Office of General Counsel
University of the District of Columbia
4200 Connecticut Avenue, N.W.
Washington, D.C. 20008
Attn: General Counsel

If to the President:

Dr. Maurice D. Edington
Office of the President
4200 Connecticut Avenue, N.W.
Washington, D.C. 20008

With a copy not constituting notice to:

George Birnbaum Law
22 Old Studio Road
New Canaan, CT 06840
Attn: Lisa S. Horowitz, Esq.

M. Severability and Waivers.

If any portion of this Agreement shall be held to be invalid, inoperative or unenforceable, then so far as possible effect shall be given to the intent manifested by the portion held invalid,

inoperable or unenforceable and the remainder of this Agreement not found invalid, inoperable or unenforceable shall remain in full force and effect.

No waiver or failure to enforce any or all rights under this Agreement by either party on any occasion shall constitute a waiver of that party's right to assert the same or any other rights on that or any other occasion.

N. Governing Law.

This Agreement shall be governed by and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the District of Columbia, excluding its choice of law rules.

O. Anti-Deficiency Considerations.

The Parties agree and understand that the University of the District of Columbia's duty to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519(2004), and D.C Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 - 355.08 (2004 Supp.); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. Pursuant to the federal and District of Columbia Anti-Deficiency Acts, the legal liability of the University for any obligation under this Agreement shall not arise nor obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

P. Counterparts.

This Agreement may be executed in counterparts, and by the parties on separate counterparts each of which, when so executed, shall constitute but one of the same instrument. Signatures delivered by facsimile and by email will be deemed to be an original signature for all purposes, including for purposes of applicable Rules of Evidence.

Q. Complete Agreement.

This Agreement constitutes the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement may not be amended, modified or changed other than by written agreement signed by Dr. Edington and the Chairperson of the Board.

R. Personal Contract.

The obligations and responsibilities of Dr. Edington shall be personal and not assignable or delegable in any manner whatsoever except in accordance with established Board policy and

University regulations. This Agreement shall be binding upon and inure to the benefit of Dr. Edington and Dr. Edington's executors, administrators, heirs, successors and permitted assigns and upon the University and its successors and assigns.

S. Miscellaneous.

1. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement.

2. The terms "Board" or "Board of Trustees" as used in this Agreement, where applicable or appropriate, shall be deemed to include or refer to any duly authorized committee of the Board or Officer of the Board. The "University" as used in this Agreement, where applicable and appropriate, shall be deemed to include or refer to any duly authorized Officer or employee of the University.

3. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

4. Each Party has had the opportunity to consult with legal counsel in the negotiation of the terms of this Agreement. The parties acknowledge and confirm that prior to executing this Agreement each party has read and understands this Agreement and all of the provisions thereof. Each and every provision of the Agreement shall be construed as though both parties participated equally in the drafting of the same and any rule of construction that a document shall be construed against the drafting party shall not be applicable to this Agreement.

5. Both Parties are bound by the agreement upon signature.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates listed below.

ON BEHALF OF THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA



Christopher D. Bell, Chairperson



Date



Maurice D. Edington, Ph.D.



Date

Fiscal Impact Statement

To: The Board of Trustees

From: Managing Director of Finance *David A. Franklin*

Date: June 8, 2023

Subject: Employment Agreement for Dr. Maurice D. Edington

The proposed resolution is to approve the Employment Agreement, by and between Dr. Maurice D. Edington a resident of the state of Florida, and the University of the District of Columbia, a public institution of higher learning located in the District of Columbia, shall be effective beginning August 1, 2023, and ending on June 30, 2027.

The contract costs include annual salary and related benefits of \$310,000, an annual bonus not to exceed \$25,000, an annual vehicle allowance of \$9,000, and a yearly housing allowance of \$90,000. The University will cover the cost associated with securing an executive coach consistent with the Institution's procurement regulations in an amount not to exceed \$10,000 during the life of the contract. Furthermore, Dr. Edington will be reimbursed moving expenses in an amount not to exceed \$10,000, provided receipts are provided to support said moving expenses. Lastly, the University will pay for the July 2024 Harvard Course for New Presidents and additional reasonable expenses for travel, housing, meals, and related expenses as approved by the Board Chairperson.

Based on the above costs and the budget available for the operation of the Office of the President, there are adequate funds available to cover the cost of this employment agreement.