



OFFICE OF THE PRESIDENT
501 Woodlane, Suite 600 | Little Rock, AR 72201 | o: 501-660-1000 | f: 501-660-1010

July 10, 2022

Dr. Todd Shields
2473 N. Fennchurch Way
Fayetteville, AR 72703

Dear Dr. Shields,

I am writing to offer you the position of Chancellor at Arkansas State University (“University”). A formal contract will be prepared for your signature with the University which will set out all conditions of employment and which will be submitted to the Board of Trustees for approval at the September 2, 2022 Board of Trustees meeting. We offer you this position pursuant to the following terms:

The term of your agreement is for three years beginning on August 15, 2022 and ending on June 30, 2025. You will receive an annual salary of \$450,000.00 per year. At the end of each year, you will be evaluated by the President of the Arkansas State University System. If you receive a satisfactory evaluation at the end of each year, your contract will be extended for one year.

The President of the ASU System may award you an annual incentive-based deferred compensation payment of up to \$50,000.00 for effective management of Arkansas State University based up factors, including, but not limited to:

- A. Financial Management;
- B. Fundraising success;
- C. Student enrollment;
- D. Student retention and graduation rates;
- E. Arkansas Higher Education Productivity Funding Formula results; and
- F. Public relations, public perception and public image of the Chancellor and the University.

Should you resign your position on or before July 1, 2025 you will re-pay any incentive-based deferred compensation received by you up to the date of your resignation.

You will be immediately granted tenure as a Professor in the College of Liberal Arts and Communications as a Professor of Political Science. In the event of resignation or non-reappointment as Chancellor, you may elect to return to a position as a Professor of Political Science. Following resignation or non-reappointment as Chancellor, you shall have six months to prepare to re-enter the classroom and to re-

establish teaching materials. Your 12-month salary (\$450,000) would be converted to a 9-month salary (\$337,500) and you would receive the following percentage of your base salary: (1) 60% if you have completed less than five years as Chancellor, (2) 70% percent if you have completed between 5-10 years as Chancellor, and (3) 80% if you have completed 10 or more years as Chancellor.

In addition to the above referenced terms, you will also be provided the following:

- Housing at a residence owned by the University located at 1503 East Nettleton, Jonesboro, Arkansas.
- A membership initiation fee and monthly membership fees to two country clubs located in Jonesboro, Arkansas. You will be responsible for any expenses over and above the initiation fee and monthly membership fees.
- A cellular telephone for business use pursuant to University Policy.
- An automobile to use for business purposes.
- Reimbursement for moving expenses from Fayetteville, Arkansas to Jonesboro, Arkansas that are substantiated by you by documentation compliant with current IRS rules and regulations.
- Scholarship opportunities and tuition discounts as authorized by Arkansas State University System policy for you, your spouse and your unmarried dependent children.
- Reimbursement for your travel expenses, hotel bills, and other necessary and proper expenses when you are traveling on University business, as provided by state law and the policies, rules, and regulations of the Arkansas State University System.
- 22.5 working days of paid annual leave.
- 12 days annually of sick leave.
- All benefits afforded faculty and staff members of the University including health insurance, life insurance and retirement plans.
- A one million dollar (\$1,000,000.00) life insurance policy at no cost to you shall be provided to you and payable to your Estate, or to a beneficiary designated by you. Costs for the life insurance policy shall be paid with private funds.
- You shall annually be eligible for equity salary increases as determined by the ASU System President and Board of Trustees.

You agree that the ASU System President shall have the ability to terminate your contract for "just cause." If terminated for "just cause" the University's payments to you shall immediately cease and you will have 30 days to vacate the residence at 1513 Nettleton. "Just cause," which, in addition to any of its other normally understood meanings in employment contracts, shall include the following:

- A violation of the policies and procedures of the University as established by the Board of Trustees.
- A violation of the duties set forth in this Agreement or failure to perform such duties.
- Any conduct that constitutes moral turpitude, or that would tend to bring public disrespect, contempt, or ridicule upon the University.
- A violation of any law, rule, regulation, policy or procedure of the University, or local, state, or federal law, which violation may, in the sole judgment of the System President or Board, reflect adversely upon the institution.
- Prolonged absence from duty without the System President's consent.

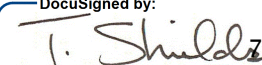
Termination for "just cause" shall not be imposed without affording you due process of law. This agreement shall also terminate immediately if you die, or you become disabled to the extent that you are unable to perform the duties of this contract.


If this offer is acceptable to you, please indicate by signing below. I look forward to working with you in this new role and I want to be the first to congratulate you as our new Chancellor.

Sincerely,

Charles L. Welch

ACCEPTED:

DocuSigned by:

7/11/2022
C9496A36E93C453...
Todd Shields

DocuSigned by:

7/11/2022
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Charles L. Welch