

**VIRGINIA STATE UNIVERSITY BOARD OF VISITORS
COMMITTEE ON PERSONNEL, COMPENSATION & GOVERNANCE
THURSDAY, APRIL 24, 2025
MEETING MINUTES**

Mr. Victor K. Branch, Committee Chair called the meeting to order at 3:15 p.m. in the Gateway Dining & Events Center (second floor) on the campus of Virginia State University.

CALL TO ORDER

A quorum was present.

COMMITTEE MEMBERS PRESENT:

Mr. Victor K. Branch, Chair
Dr. Valerie K. Brown, Rector
Mr. Jon Moore, Vice Chair
Dr. Joseph A.F. Chase, Jr. (*absent*)
Dr. Harold Green, Jr.
Ms. Verndell Robinson

OTHER MEMBERS PRESENT:

Mr. Thomas Cosgrove
Dr. Robert Denton, Jr.
Dr. Leonard Haynes, III
Mr. Peter McPherson
Mr. Robert Thompson
Ms. Daphne Meeks
Mr. Kishore Thota (*absent*)

BOARD APPOINTEES:

Professor Tracy Jackson, Faculty Representative
Mr. Yousif Omer, SGA Representative (*absent*)

LEGAL COUNSEL

Nathan Moberley

ADMINISTRATION PRESENT:

Dr. Makola M. Abdullah, President
Dr. Tia A. Minnis, Provost & Vice President for Academic Affairs
Mr. Kevin Davenport, Senior Vice President for Finance & Administration/CFO,
Ms. Shawri King-Casey, Vice President for Institutional Integrity and Compliance
Dr. Alexis Brooks-Walter, Vice President for Student Affairs & Enrollment Management
Dr. Annie Redd, Chief of Staff/Director, Board of Operations & Relations

INVOCATION

Chair Branch invited Ms. Regina Barnett-Tyler to deliver the invocation.

COMMITTEE ON PERSONNEL, COMPENSATION & GOVERNANCE
THURSDAY, APRIL 24, 2025
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APPROVAL OF AGENDA

The Committee approved the agenda by voice vote.

APPROVAL OF PREVIOUS MEETING MINUTES

The Committee approved the minutes from the April 25, 2024, meeting by voice vote.

PRESIDENT'S REMARKS

President Abdullah thanked all attendees for their service at Virginia State University.

CLOSED SESSION

The Chair asked for a motion to enter a closed session for the Discussion and consideration of personnel matters under 2.23711(A)(1), specifically relating to "discussion, consideration...of...candidates for ...assignment, appointment, promotion, performance, demotion, salaries...and evaluation of performance of departments or schools of public institutions of higher education where such evaluation will necessarily involve discussion of the performance of specific individuals", namely, executive evaluation and compensation. The motion was made and properly seconded, and approved by roll call vote, The Committee went into closed session. Dr. Abdullah, Dr. Redd, and Legal Counsel Nathan Moberley were granted partial permission to remain.

The Chair asked for a motion to return to open session; the motion was made, properly seconded, and approved by voice vote.

The Chair read a statement to certify that during its closed meeting, the Committee discussed only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and only those public business matters identified in the motion call vote. The Chair asked for a motion to return to an open session; the motion was approved by roll call vote, and resumed the open meeting.

The Chair asked for a motion to recommend approval of the Committee's decision regarding the President's contract to the Full Board. The motion was received, properly seconded, and approved by roll call vote.

ADJOURNMENT

There being no further business, the Chair called for a motion to adjourn the meeting. The motion was received, properly seconded, and the Committee voted by voice vote. The Chair adjourned the meeting at 4:09 p.m.

Approved:

Mr. Victor K. Branch

9 .12.25

Chair

Date

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is entered into between Makola M. Abdullah, Ph.D. ("Dr. Abdullah" or the "President") and the Board of Visitors (the "Board") of Virginia State University (the "University"), an agency of the Commonwealth of Virginia.

RECITALS

1. The Board wishes to employ Dr. Abdullah as President of the University and Dr. Abdullah wishes to serve as its President under the direction and supervision of the Board, subject to the terms and conditions of this Agreement; and
2. The Board and Dr. Abdullah wish to set forth their respective rights, understandings, and obligations in this Agreement; and
3. This Agreement has been duly authorized and its execution duly approved on behalf of the University by the Board.

AGREEMENT

In consideration of the mutual promises, covenants, and conditions contained in this Agreement, the parties agree as follows:

A. Term.

The Board agrees to employ Dr. Abdullah as its President for a term of five years and five months, from February 1, 2016 through June 30, 2021 (the "Term"), subject to earlier termination as provided in Section I. Dr. Abdullah accepts that employment on the terms and conditions set forth in this Agreement.

B. Renewal.

The Board, or its authorized designee, and Dr. Abdullah will meet for the purposes of discussing renewal or nonrenewal of this Agreement no later than June 30, 2020, with the goal of concluding those discussions and the negotiation of terms to any prospective renewal or extension to this Agreement by December 31, 2020.

C. Powers and Duties.

Dr. Abdullah must perform those services and duties: (1) that are incident to the Office of the President of the University, as the Chief Executive Officer of the University; (2) that are required of the President under the laws of Virginia, the Bylaws of the Board, or the University's Policy and Procedures Manual; or (3) that may be assigned or delegated to him by the Board consistent with his position as President

(collectively, the "Duties"). Dr. Abdullah must devote his full time, attention, skill, and efforts to the faithful performance of these Duties, except as set forth in Section J ("Outside Activities").

Dr. Abdullah and the Board acknowledge and agree that the Duties of the President are to supervise the entire program of activities of the University, consistent with those customarily performed by presidents of public colleges and universities comparable in size and type to the University, including, but not limited to, the following:

1. institutional, faculty, and educational leadership and management;
2. fostering positive external relationships with federal, state and local governments;
3. fundraising, development, and public and alumni relations;
4. long-range and strategic planning and budget formulation;
5. recruitment, appointment, promotion, discipline, and dismissal of faculty and staff members; and
6. such other duties as may be mutually agreed upon by the Board and the President.

D. Compensation.

1. Annual Base Salary. As compensation for the services to be performed by Dr. Abdullah pursuant to this Agreement, the University will pay to him an initial annualized base salary of \$335,000, beginning February 1, 2016 (the "Base Salary"), less applicable deductions. Of the total Base Salary each year, the University will pay from state funds that amount specified annually in the Commonwealth's Appropriation Act, and the balance will be paid from either (1) private gifts, endowment funds, or income from endowments and gifts or (2) other sources from which presidential salary supplements were paid prior to June 30, 1997 [(1) and (2), collectively, "Other Funds"]. Any increase in the Base Salary will be paid only upon approval by resolution of the Board, and will be based upon the President's performance during the previous 12 months in connection with the annual evaluation of his performance, as described in Section E of this Agreement. Dr. Abdullah's annual Base Salary will not be less than \$335,000 during the term of this Agreement.

2. The Board may, consistent with its findings following the annual performance review provided for in Section E below, authorize an annual bonus not to exceed ten percent of Base Salary, with the maximum contribution from state funds not to exceed that permitted under the state's appropriation act or other applicable state

law or regulation. The annual bonus, if any, shall be paid to Dr. Abdullah within sixty (60) days of the determination to award such bonus.

E. Annual Evaluation.

An evaluation of the President's performance will be conducted annually in accordance with the Board's Presidential Evaluation Policy, as amended from time to time.

F. Benefits and Reimbursements.

1. Standard Benefits. Dr. Abdullah will be eligible for the University's standard retirement plans, standard medical insurance options, disability insurance, group term life insurance, long term care insurance, and other benefits generally available to University employees, subject to the eligibility requirements of such plans and programs. Nothing in this Agreement prevents the University or the Commonwealth from amending or terminating any employee retirement, deferred compensation, welfare benefit, or any other employee benefit plan or program as the University or Commonwealth deems appropriate, but in no case shall provide Dr. Abdullah with benefits on terms less favorable than are provided to other University employees. The University will make contributions to the standard retirement plans from state funds and Other Funds in proportion to the salary contributions from each.

2. Travel, Entertainment and Other Business Expenses. Except where paid by a third party, reasonable travel, entertainment, and other business expenses incurred by Dr. Abdullah on behalf of the University, in his capacity as President, will be paid for on a cost reimbursement basis through the University's annual operating budget to the extent and in the manner provided for under state law and standard state regulation. To the extent that Dr. Abdullah, in conducting University business, incurs reasonable travel and entertainment expenses in excess of those permitted reimbursement under state law and regulation, those expenses may, at the University's option, be reimbursed from Other Funds. The reasonable travel, entertainment, and other business expenses incurred by Dr. Abdullah's spouse while traveling for the benefit of the University will be paid for on a cost reimbursement basis from Other Funds provided such travel is approved in advance by the Rector. Dr. Abdullah has the responsibility to ensure that any reimbursements by parties other than the University are in accord with the Virginia State and Local Government Conflict of Interest Act and other applicable law and regulation.

3. Vacation Leave. Dr. Abdullah will have twenty (20) days of paid vacation accruing each July 1 and on a prorated basis at the commencement of his employment. Dr. Abdullah may carry over up to a maximum of 36 days of unused vacation time from one fiscal year to the next. Upon separation from the University, Dr. Abdullah will be paid at his last existing Base Salary for up to 20 days of accrued leave.

4. Sick Leave. The President will be subject to the same sick leave policies as other senior administrators of the University.

5. Faculty Appointment. Dr. Abdullah is also appointed Full Professor with tenure in the Department of Engineering and Computer Science of the College of Engineering and Technology, by the Board of Visitors. During Dr. Abdullah's presidency, he will not receive any additional compensation for his faculty appointment. During the term of Dr. Abdullah's presidency, this Agreement supersedes and replaces in their entirety all terms and conditions of the University's bylaws and policies that would otherwise apply to this faculty appointment relating to tenure rights, evaluation, compensation, benefits, leave, discipline, suspension, termination, and complaint, grievance or appeal procedures, and also supersedes and replaces any other provisions of the bylaws and other applicable University policies to the extent they conflict with the terms of this Agreement. In the event Dr. Abdullah's term as President ends for any reason other than conduct which would be a basis for termination under the University's rules for tenured members of the faculty, he may at his election assume active duties on the University's faculty. Such service shall occur following Dr. Abdullah's study-research leave, if applicable. Upon assuming active faculty duties, Dr. Abdullah will then become subject in all respects to Board bylaws and University policies relating to similar tenured faculty appointments. Dr. Abdullah's annual faculty compensation shall be equal to the highest paid faculty member in his College.

6. Study-Research Leave. Upon his completion of the Term of this Agreement, Dr. Abdullah will be entitled to twelve (12) months Study-Research Leave at his last-existing presidential salary and benefits. The study-research leave shall occur at the conclusion of Dr. Abdullah's service as President, including any extensions to the Term of this Agreement.

7. Moving and Relocation Expenses. Dr. Abdullah will be eligible for reimbursement of reasonable moving and relocation expenses under the state's standard policies and procedures.

8. Housing Allowance. The University will provide Dr. Abdullah with a monthly housing allowance in the amount of \$3,000, less applicable withholdings and deductions, in consideration of his costs of obtaining a residence in reasonable proximity to the University's campus.

9. Annual Physical Examination. Dr. Abdullah is required to have an annual executive physical examination, and must report to the Board that this requirement has been met. The results of the physical examination shall remain confidential to Dr. Abdullah. The University will pay up to \$2,000 over and above Dr. Abdullah's health insurance coverage for the examination.

10. Automobile. The University will either furnish or cause to be furnished to the President an appropriate, late model automobile for the President's business use. Alternatively and at the University's election, the University will pay Dr. Abdullah an automobile allowance from Other Funds, in which case such allowance will be payable in monthly installments of \$1,000, less applicable withholdings and deductions. Dr. Abdullah agrees to cooperate with the University and third parties in keeping proper records of automobile use and reimbursing for personal use, if requested.

G. Additional Compensation.

To the extent that this Agreement permits expense allowances or reimbursed expenses are not provided for under state law, policy, and procedure, the Board approves such reimbursements as additional compensation pursuant to provisions of the Commonwealth's Appropriations Act.

H. Tax Reporting

The University will include in the W-2 or other tax reporting documents issued to the President all payments, benefits, allowances, and reimbursements that are defined as income or otherwise required to be reported by federal, state or local governments. Except as provided in this Agreement, Dr. Abdullah will be personally responsible for the payment of all personal taxes, including but not limited to, taxes that accrue by reason of allowances, business and travel expense reimbursements, and other fringe benefits in accordance with federal or state. Dr. Abdullah must make all tax payments in a timely fashion. The President must cooperate with the University in ensuring compliance with all law and regulation, including but not limited to, the state's Conflict of Interest Act and Internal Revenue Service regulations.

I. Termination.

1. Termination For Cause. The Board may terminate this Agreement at any time for Cause upon written notice to the President. For purposes of this Agreement, "Cause" means conduct that, in the reasonable judgment of a majority of the full Board is: (a) gross negligence or willful malfeasance by the President in the performance of his Duties, which negligence or malfeasance harms the University; (b) actions or omissions by the President that are undertaken or omitted knowingly and are felonious or fraudulent or involve material dishonesty or moral turpitude; or (c) any material breach of this Agreement that causes substantial damage or harm to the University and which, if remediable, is not remedied within thirty (30) calendar days of the President receiving notice from the Board detailing the alleged conduct. Notwithstanding any other provision in this Agreement to the contrary, in the event the President is terminated for Cause, Dr. Abdullah's employment with the University will cease immediately, and he will not be entitled to any further compensation or benefits,

except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment.

2. Termination Without Cause. The Board may terminate this Agreement and Dr. Abdullah's employment as President without Cause at any time for the convenience of the University upon written notice to the President. In such case Dr. Abdullah shall be paid for an additional 30 days at his last-existing presidential salary. Termination of this Agreement because of the President's permanent disability (as described in Section I.4) will not be construed as termination without Cause.

If the Board terminates this Agreement without Cause prior to the expiration of the Term, Dr. Abdullah will be entitled to receive payments, in accordance with the University's normal payroll practices, equal to his then Base Salary (less applicable deductions) for twelve (12) months from the effective date of termination. The severance period shall follow the Research-Study Leave, if applicable. Payments under this Section will be reduced by the amount of compensation that Dr. Abdullah receives, if any, from his employment as a tenured faculty member during the severance period.

Dr. Abdullah will not be entitled to any further compensation or benefits as President, except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment.

No payments will be made under this Section I.2 unless the President provides to the University, within the time period specified by the Board, and does not revoke, a general release of claims in a form satisfactory to the Board and Dr. Abdullah.

3. Resignation. If Dr. Abdullah resigns from the Presidency, he will not be entitled to any further compensation or benefits as President, except as set forth in the University's various benefit plans with respect to vesting and rights after termination of employment. Dr. Abdullah agrees to provide the Board with at least ninety (90) days' written notice of his resignation.

4. Permanent Disability. If Dr. Abdullah becomes permanently disabled during his service as President, this Agreement terminates effective on the date of permanent disability and he will receive all benefits to which he is entitled pursuant to any University disability insurance plan in which he participates, as set forth in Section F.1.

For purposes of this Agreement, "Permanent Disability" means the inability of the President to perform the essential functions of the job of President for a period of six (6) continuous months, with reasonable accommodations (as such term is defined in 29 U.S.C. § 12111(9), as amended, and in the common law interpreting same).

J. Outside Activities.

The Board recognizes that it is both appropriate and beneficial for the President to engage in outside activities, such as serving on boards of directors, consulting, delivering speeches, and writing. However, the President must seek prior approval from the Rector of the Board before agreeing to serve on a board or accepting any other position for which the President will in any manner be compensated. In addition, other outside commitments (whether paid or unpaid) that may require a substantial amount of the President's time must be approved by the Rector of the Board. The President may not engage in any outside activity that the Board reasonably considers to conflict with his Duties to and responsibilities for the University or otherwise impairs his ability to perform his Duties. If the Executive Committee of the Board subsequently determines that any previously-approved outside activities pose or will pose a conflict of interest under the University's conflict of interest policy, or if the time commitments required of Dr. Abdullah interfere with the performance of his obligations hereunder, Dr. Abdullah must, at the request of the Executive Committee of the Board, cease such activities at the earliest available opportunity.

All income or other compensation earned by the Dr. Abdullah in connection with his outside activities may be paid to and retained by him. That income and other compensation must be reported by Dr. Abdullah in accordance with applicable tax and conflict of interest law and University policy. As required by the Commonwealth's Appropriations Act, such income and compensation must also be reported not less than annually to the Board and will be considered by the Board at the time any bonuses or salary adjustments are made.

K. Return of Property.

In the event of Dr. Abdullah's separation from service as President, he must return all property to the University within five (5) days.

L. Notice.

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

If to the University:

Virginia State University
Attn: Rector of the Board of Visitors
1 Hayden Drive
Petersburg, VA 23806

If to the President:

Dr. Makola M. Abdullah
Office of the President
1 Hayden Drive
Petersburg, VA 23806

with a copy not constituting notice to:

Tyrone P. Thomas, Esq.
Mintz Levin Cohn Ferris Glovsky & Popeo, P.C.
701 Pennsylvania Avenue, NW
Suite 900
Washington, DC 20004

M. Severability and Waivers.

If any portion of this Agreement is held to be invalid, inoperative, or unenforceable, then, so far as possible, effect will still be given to the intent manifested by that portion of this Agreement. The remainder of this Agreement will be of full force and effect. Waiver or failure to enforce any or all rights under this Agreement by any party on any occasion will not 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 is to be governed and construed, and the rights and obligations of the parties hereto will be determined, in accordance with the laws of the Commonwealth of Virginia.

O. Counterparts.

This Agreement may be executed in counterparts. Each counterpart is an original, and all together constitute but one of the same instrument. Signatures delivered by facsimile and by email will be deemed an original signature for all purposes, including for the applicable rules of evidence.

P. Complete Agreement.

This Agreement constitutes the entire agreement among the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth in this Agreement. This Agreement may not be amended, modified, or changed other than by mutual written consent of the parties to be bound.

Q. Sovereign Immunity

Nothing contained in this Agreement constitutes a waiver of the sovereign immunity of the Commonwealth of Virginia.

R. Section 409A of the Internal Revenue Code

This Agreement is intended to comply with the requirements of section 409A of the Internal Revenue code of 1986, as amended ("Section 409A"). Accordingly, all provisions in the Agreement, or incorporated by reference, are to be construed and interpreted to comply with Section 409A and if necessary, any provision will be held null and void, to the extent such provision (or part thereof) fails to comply with Section 409A or regulations under that section. The University and Dr. Abdullah agree that, for purposes of the limitations on nonqualified deferred compensation under Section 409A, each payment of compensation under this Agreement will be treated as a separate payment of compensation for purposes of applying the Section 409A deferral election rules and the exclusion from Section 409A for certain short-term deferral amounts. The University and Dr. Abdullah also agree that any amounts payable solely on account of an involuntary separation from service of Dr. Abdullah within the meaning of Section 409A will be excludible from the requirements of Section 409A, either as involuntary separation pay or as short-term deferral amounts (*e.g.*, amounts payable under the schedule prior to March 15 of the calendar year following the calendar year of involuntary separation) to the maximum possible extent. Notwithstanding anything to the contrary in this Agreement, all reimbursements and in kind benefits provided under this Agreement will be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (1) any reimbursement is for expenses incurred during the period of time specified in this Agreement, (2) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year, (3) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (4) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit.

THIS AGREEMENT, having been approved by the Board of Visitors of Virginia State University is entered into by Dr. Abdullah and the Board, through its authorized officers, shall be effective as of the last date of execution below.

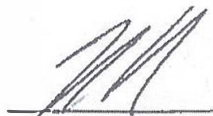
VIRGINIA STATE UNIVERSITY

By:



Harry Black
As its Rector

Date: 12/3/15



Makola M. Abdullah, Ph.D.
In his individual capacity

Date: 12/2/15

College and University Presidents' Compensation - April 2025

Source: OHR: 4.1.2025 (TS)	GMU	VCU 2024	UVA*	VT	JMU Updated 4-4-24	CNU	VMI Updated 4/1/2024	VCCS	CWM	LU	UMW	VSU	ODU	RU	UVA-WISE 2024	NSU
State-funded Salary	\$187,202	\$215,771	\$197,620	\$247,762	\$209,225	\$182,220	\$187,793	\$231,244	\$210,578	\$196,595	\$189,202	\$191,021	\$173,735	\$204,223	\$145,928	\$166,920
Local Supplement (Private)	\$585,007	\$492,564	\$552,380	\$634,811	\$359,296	\$238,030	\$158,707	\$283,756	\$497,889	\$313,405	\$291,450	\$329,935	\$253,086	\$203,163	\$307,266	\$154,080
Total Salary	\$772,209	\$708,335	\$750,000	\$882,573	\$568,521	\$420,250	\$346,500	\$515,000	\$708,467	\$510,000	\$480,652	\$520,956	\$426,821	\$407,386	\$453,194	\$321,000
Signing Bonus			\$100,000													
Performance Bonus	\$125,000		up to \$100,000			\$110,000 for FY24			15% of base	\$98,000	30000	\$48,237	\$10,000			
Retention Bonus																
Success Bonus									0							
Deferred Compensation	\$150,000	\$270,647	\$150,000	\$180,000	\$110,000		\$61,000	\$30,000	\$175,000	\$35,880	\$75,000	\$20,000	\$150,250	\$100,000		
Other Benefits:	Slay Bonus of \$50,000.00 per FY deferred compensation							Up to \$2,000 of expenses not paid by health insurance for annual physical exam			up to \$5,000 annually for a medical physical					
Automobile allowance	\$12,000	See Note	\$20,000		see note	\$1,000 monthly	No	\$9,600	\$20,000		automobile provided by Real Estate Foundation	\$21,218	see note	1000	\$24,000	see note
Auto allow. Spouse		See Note														
Financial and tax planning		\$7,000											X			
Disability insurance		\$5,000	\$30,000 coverage; \$2,407 premium						X		yes	yes				
Long-term Care Insurance							yes				yes	yes				
Education benefit																
Country Club Membership	See note		yes, up to 2 clubs		X	yes	yes		up to \$10,000				yes	Yes		Yes
Discretionary Expense Allowance		\$50,000									yes					
Housing	X	\$90,061	yes	X	X	X	X	\$36,000	X	\$105,882.65 see note	Provided	\$36,000	yes	Yes		58,440
Expense Account			yes													
Spending Allowance																
Annual leave	24 days accrue/yr	24 days accrue/yr	22 days accrue/yr	24 days accrued/year	24 days/year	192 hrs with ability to roll over 80 each FY	30 days fiscal yr.	30 days fiscal yr.	24 days accrued annually (July 1)	20 days/yr.	30 days/yr	20 days/year	Follow University's AP Faculty Policy	20		
Other		Annual executive physical; will pay up to \$2,000 over and above health insurance coverage for the exam	Annual physical		cell phone stipend	Cell phone stipend		\$90 month cell phone stipend	Annual Physical Examination, supplemental term life insurance		Exec Physical, relocation		12,000	Physical exam		

VMI: Deferred Comp is 60% of compensation to 457F.

VCU: Provides an appropriate automobile for the exclusive business and personal use of the President and his spouse and provides for the operation, maintenance and upkeep of the vehicle, replaced at least every five years or 100,000 miles

NSU: Bonus based on performance, amount not included

GMU: Benefits include university residence, club memberships. 20% of bonus is deferred, not reported in deferred compensation.

JMU: Car provided by local dealer. Car allowance covers maintenance and insurance.

ODU: Automobile is provided by the Foundation. The President is reimbursed for club memberships that are for the benefit of the University; \$12,000 other benefits = Personal Exp Allowance

VT: President is eligible for a performance bonus based upon Board approval.

UVA: New President 7/1/2018 as reported

CWM: based on annual performance review; referred to as incentive compensation

UVA Wise: Salary includes 2% increase effective November 25th

Longwood: housing includes water, cable, phone, gas, and electric. Housing alone is \$97,156.65

*Deferred comp increased by \$30,000 this fiscal year and the next three fiscal years to \$186,500.

**Expense account increases \$500 per year.

***2% based on pledges raised for CNU's comprehensive campaign

****Up to \$50,000 based on performance



P.O. BOX 9001
PETERSBURG, VA 23806

VIRGINIA STATE UNIVERSITY BOARD OF VISITORS

May 20, 2025

Dr. Makola M. Abdullah, President
Virginia State University, VA 28306

Dear President Abdullah:

On April 25, 2025, the Virginia State University Board of Visitors approved salary and bonus offers for your 2025-2026 contract. The 9th Amendment to the President's Employment Agreement is attached and reflects the approved salary and bonus offers outlined below. Per the contract offer, the annual bonus shall be paid to you within 60 days of the determination to award such bonus.

On behalf of the Board of Visitors, thank you for your continued commitment to holistic excellence at Virginia State University.

Fiscal Year 2024-25 Salary		\$520,955.83
	5.00	
Merit Raise- performance evaluations	%	\$26,047.79
	3.00	
State Raise	%	<u>\$15,628.67</u>
Fiscal Year 2025-26 Salary		\$562,632.29
	4.00	
Bonus - Met Freshman Enrollment Goal	%	\$20,838.23
	2.00	
Bonus - Capital Campaign Progress	%	\$10,419.12
	2.00	
Bonus - Retention Rate	%	\$10,419.12
	2.00	
Bonus - Graduation Rate	%	\$10,419.12
Total Bonus		\$52,095.59
2024-25 Retention Bonus (cash or deferred compensation)		\$25,000.00
Deferred Compensation		\$20,000.00
Housing		\$36,000.00

*"VSU: Education, Research and Community Service in Central and Southside Virginia..."
An Equal Opportunity Employer/Equal Access Institution*

Sincerely,

A handwritten signature in black ink that reads "Valerie K. Brown". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Valerie K. Brown, Rector
VSU Board of Visitors

NINTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS NINTH AMENDMENT TO EMPLOYMENT AGREEMENT ("Ninth Amendment"), between Makola M. Abdullah, Ph.D. ("Dr. Abdullah" or the "President") and the Board of Visitors (the "Board") of Virginia State University ("the University"), an agency of the Commonwealth of Virginia, amends the Employment Agreement ("Agreement") executed between the parties on December 2, 2015, previously amended as described below, and is entered into this 28 day of May 2025.

RECITALS

1. The Employment Agreement entered into between the parties has been amended as follows:
 - a. First Amendment to Employment Agreement, May 8, 2017;
 - b. Second Amendment to Employment Agreement, April 27, 2018;
 - c. Third Amendment to Employment Agreement, June 10, 2019;
 - d. Fourth Amendment to Employment Agreement, September 12, 2019;
 - e. Fifth Amendment to Employment Agreement, November 18, 2021;
 - f. Sixth Amendment to Employment Agreement, June 17, 2022;
 - g. Seventh Amendment to Employment Agreement, June 22, ~~2023~~; and
 - h. Eighth Amendment to Employment Agreement, June 10, 2024.
2. The Board wishes to continue to employ Dr. Abdullah as President of the University and Dr. Abdullah wishes to continue to serve as the President and serve as President under the direction and supervision of the Board, subject to the terms and conditions of the Agreement as amended by this Amendment; and
3. The Board and Dr. Abdullah wish to set forth their respective rights, understandings, and obligations in this Agreement.

AGREEMENT

The Agreement is amended as follows:

1. Paragraph D (1) of the Agreement is amended to read as follows:
 - D. Compensation.
 1. Annual Base Salary. As compensation for the services to be performed by Dr. Abdullah pursuant to this Agreement, the University will pay to him an annualized base salary of \$536,584.50, beginning June 10, 2025,

SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

through July 9, 2025 (the "Base Salary"), less applicable deductions. Beginning July 10, 2025, the Base Salary shall be \$562,632.29. Of the total Base Salary each year, the University will pay from state funds that amount specified annually in the Commonwealth's Appropriation Act, and the balance will be paid from either (1) private gifts, endowment funds, or income from endowments and gifts or (2) other sources from which presidential salary supplements were paid prior to June 30, 1997 [(1) and (2), collectively, "Other Funds"]. Any increase in the Base Salary will be paid only upon approval by resolution of the Board, and will be based upon the President's performance during the previous 12 months in connection with the annual evaluation of his performance, as described in Section E of this Agreement. Dr. Abdullah's annual Base Salary will not be less than \$562,632.29 during the remaining term of this Agreement.

THIS AGREEMENT, having been approved by the Board of Visitors of Virginia State University, is entered into by Dr. Abdullah and the Board, through its authorized officers, this 28 day of May, 2025.

BOARD OF VISITORS of
VIRGINIA STATE UNIVERSITY

By:


Dr. Valerie K. Brown
as Rector


Victor K. Branch
as Chair, BOV Personnel and
Compensation Committee

Date:

5/24/25

Date:

5/22/25


MAKOLA M. ABDULLAH, PH.D.

Date:

5/28/25

From: Moberley, Nathan D. <NMoberley@oag.state.va.us>
Sent: Thursday, May 29, 2025 4:33 PM
Subject: RE: President's Compensation - Time Sensitive A/C PRIV

Good Afternoon Dr. Redd,

I have reviewed what I believe are all the latest term lengths for Virginia's university presidents. The current end date for each is below.

Please feel free to pass this information along to Rector Brown and Mr. Branch.

Thanks,
Nathan

James Madison University	June 30, 2030
Mary Washington University	June 30, 2030
Virginia Commonwealth University	June 30, 2030
Old Dominion University	June 30, 2030
Virginia State University	June 30, 2029
University of Virginia	July 31, 2028
William and Mary	June 30, 2028
Longwood University	June 30, 2028
Christopher Newport University	June 30, 2028
Norfolk State University	June 30, 2027
George Mason University	June 30, 2027
Radford University	June 30, 2027
Virginia Tech	June 30, 2027
Richard Bland College	June 30, 2026
Virginia Community College System	March 31, 2026
VMI	vacant