

IN THE EXECUTIVE ETHICS COMMISSION  
OF THE STATE OF ILLINOIS

IN RE: GOVERNORS STATE UNIVERSITY ) OEIG Case # 17-01703  
and ELAINE P. MAIMON )

OEIG FINAL REPORT

Below is the final summary report from an Executive Inspector General. The General Assembly has directed the Executive Ethics Commission (Commission) to redact information from this report that may reveal the identity of witnesses, complainants or informants and “any other information it believes should not be made public.” 5 ILCS 430/20-52(b).

The Commission exercises this responsibility with great caution and with the goal of balancing the sometimes-competing interests of increasing transparency and operating with fairness to the accused. To balance these interests, the Commission may redact certain information contained in this report. The redactions are made with the understanding that the subject or subjects of the investigation have had no opportunity to rebut the report’s factual allegations or legal conclusions before the Commission.

The Commission received this report from the Governor’s Office of Executive Inspector General (“OEIG”) and a response from the agency in this matter. The Commission, pursuant to 5 ILCS 430/20-52, redacted the final report and mailed copies of the redacted version and responses to the Attorney General, the Executive Inspector General for the Governor, the Board of Trustees for Governor State University, and to Elaine P. Maimon’s last address.

The Commission reviewed all suggestions received and makes this document available pursuant to 5 ILCS 430/20-52.

FINAL REPORT

**I. ALLEGATIONS AND SUMMARY OF FINDING**

On August 22, 2017, the Office of Executive Inspector General (OEIG) received a complaint alleging that Governors State University (GSU) continued to pay former employee [Former Director 1] for one year after her termination even though she stopped working for GSU and informed GSU that she accepted other employment. According to the complaint, to continue [Former Director 1]’s pay after she was terminated, GSU required her to submit timesheets falsely indicating that she was still working for GSU and the timesheets were signed at the direction of GSU President Elaine Maimon. The complaint also alleged that Ms. Maimon made a practice of paying other employees after the employees stopped working for GSU or started working elsewhere.

Based on its investigation, the OEIG learned that GSU has had a long-standing practice of automatically paying at-will employees after they were terminated without cause and stopped working. In fact, the OEIG determined that GSU had paid over \$1.5 million to 33 at-will employees after they had been terminated without cause. The amount of payment was based on the start date of the employee and the length of service without any regard to the individual circumstances. These employees continued to be paid by GSU without completing any work, or only minimal work, for the university, and even when the individual obtained other employment. Furthermore, these employees were instructed to continue to submit timesheets, after they left GSU, falsely indicating that they had worked a full-time schedule for GSU. While GSU had a termination with notice policy setting out how much notice an employee needed to be given regarding the termination, the policy did not impose an obligation that GSU continue to pay employees following their termination if they were no longer working (this report will refer to employees who received such notice of termination as “terminated employees).” GSU did not have any policies regarding how these terminations should be handled and evaluated, nor by whom. GSU also failed to provide any clarity regarding instructions to be given to terminated employees with regard to future employment or the submission of timesheets. Because of this lack of direction, there was a great deal of differing opinions of what could be done, and varying instructions given to terminated employees. As the head of the university, Ms. Maimon provided little to no guidance on this process, nor did she effectively delegate this role to other individuals, and thus, the OEIG found that Ms. Maimon mismanaged the terminations of numerous at-will employees including [Former Director 1].

## **II. BACKGROUND**

### **A. Governors State University**

GSU is a public university that operates on an annual budget funded primarily by student tuition and a State appropriation.<sup>1</sup> The GSU Board of Trustees (the board) provides oversight of the university, determines policy, and promulgates the GSU Board of Trustee Regulations, which contain statements of procedure governing the conduct and operation of the university.<sup>2</sup> While the ultimate authority for GSU is vested in the board,<sup>3</sup> it delegates details of institutional management to the university president.<sup>4</sup> Elaine P. Maimon became GSU’s President on July 1, 2007.

Many current and former members of GSU’s administration were interviewed in this investigation. Accordingly, below is an organizational chart of relevant GSU personnel for the time period related to this investigation.<sup>5</sup>

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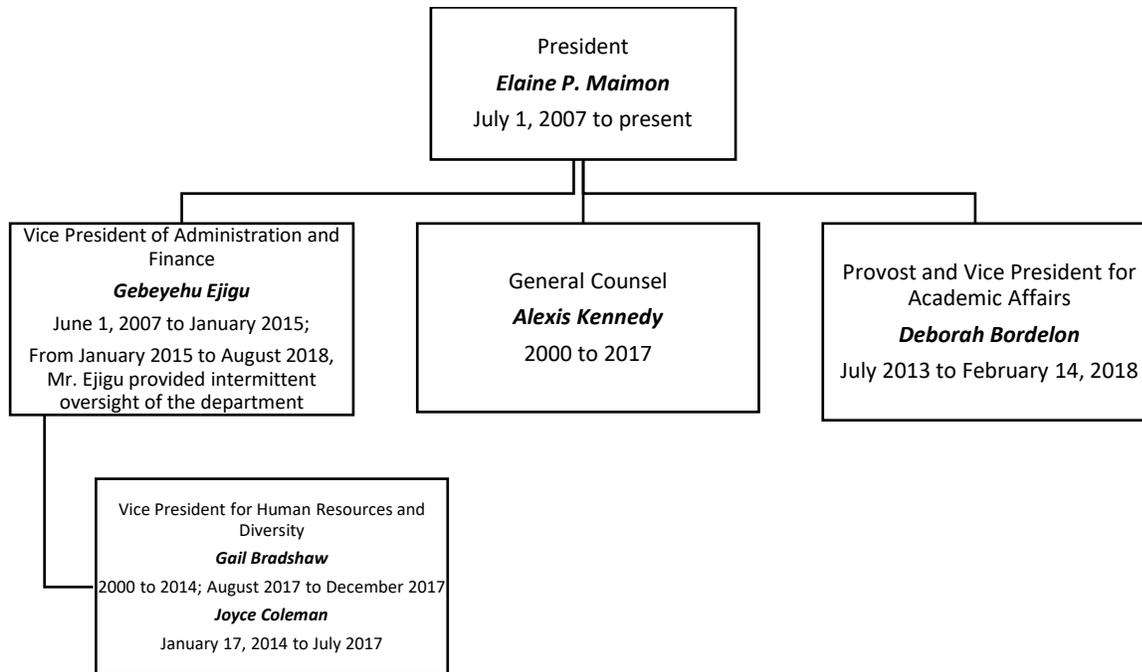
<sup>1</sup> See <https://www.govst.edu/gsu-ill-budget-facts/> (last visited February 11, 2019).

<sup>2</sup> See [http://www.govst.edu/uploadedFiles/About/Why\\_GSU\(3\)/BOT%20Regulations%20-%20Section%20I%20-%20Dec%202013%20jjm\(1\).pdf](http://www.govst.edu/uploadedFiles/About/Why_GSU(3)/BOT%20Regulations%20-%20Section%20I%20-%20Dec%202013%20jjm(1).pdf) (last visited February 11, 2019).

<sup>3</sup> See [http://www.govst.edu/uploadedFiles/About/Why\\_GSU\(3\)/BOT%20ByLaws%20Oct%208%202010%20jjm.pdf](http://www.govst.edu/uploadedFiles/About/Why_GSU(3)/BOT%20ByLaws%20Oct%208%202010%20jjm.pdf) (last visited February 11, 2019).

<sup>4</sup> See *id.*

<sup>5</sup> The organizational chart is based on organizational charts provided to the OEIG by GSU and by work relationships as described in interviews during this investigation.



**B. GSU Policy Governing Termination Of At-Will Employees**

The GSU Board of Trustee Regulations govern employee terminations at GSU. The regulations provide that all GSU employees, except those represented by a bargaining unit, are employed by the board as at-will employees and serve at the pleasure of the president.<sup>6</sup> If GSU sought to terminate without cause<sup>7</sup> an employee not covered by a collective bargaining agreement, prior to October 12, 2018 the regulations required GSU to provide the employee with advance notice of their termination.

Before April 16, 2010, the regulations required GSU to provide at-will employees terminated without cause advance notice of their termination, the length of which depended upon their years of employment with the university:

<b>Years of Employment</b>	<b>Length of Notice Period</b>
1	Not less than 3 months
2 - 5	Not less than 6 months
6 +	Not less than 12 months <sup>8</sup>

The regulations were amended on April 16, 2010 to shorten the notice period for some employees terminated without cause. The amended regulations required GSU to provide at-will employees hired before April 16, 2010 with the same amount of advance notice of their termination

<sup>6</sup> Governors State University Board of Trustees Regulations, Section II B.4.b.ii.

<sup>7</sup> If GSU sought to terminate for cause an at-will employee, the regulations required the employee to be provided with notice of their termination, which must include a summary of reasons for the termination and a statement informing the employee of his or her right to request a university hearing to review the termination decision. Governors State University Board of Trustees Regulations, Section II B.4.c.i-ii.

<sup>8</sup> Governors State University Board of Trustees Regulations, Section II B.4.b.ii.

without cause as stated above. For at-will employees hired after April 16, 2010, the amended regulations required GSU to provide employees terminated without cause with advance notice of their termination as follows:

<b>Years of Employment</b>	<b>Length of Notice Period</b>
1	Not less than 2 weeks
2 - 5	Not less than 2 weeks + 1 week for each full year of service beyond the first year; maximum of 6 weeks
6 +	Not less than 1 month + 1 week for each full year of service beyond the first year; maximum of 4 months <sup>9</sup>

As discussed further below, this formula applied until October 12, 2018, approximately one month after Ms. Maimon was interviewed in this investigation, when the board passed a resolution approving a new amendment to this regulation.

### **III. INVESTIGATION**

#### **A. Interview Of [Former Director 1] And Documents Reviewed Relating To [Former Director 1]’s Termination**

[Former Director 1] began working at GSU in [Month and Year] and was promoted to [Director] GSU’s [College] in [Year]. In an interview with OEIG investigators,<sup>10</sup> [Former Director 1] stated that as [Director], she reported to [Dean of a College].

[Former Director 1] told investigators that on [Date], she received a notice of termination without cause letter from GSU. Investigators obtained a copy of the letter, which bore a signature in the name of Ms. Maimon, and stated:

In accordance with Section II, subsection B.4.b(ii)(c) of the Board of Trustees Regulations, I hereby give you notice that your employment with Governors State University will terminate effective [Date]. During this notice period, you will continue to fulfill the functions of your current position or other assigned duties as determined by your supervisor.

[Former Director 1] stated that when other GSU employees received termination letters they were informed they were being placed on “special projects,” and everyone understood that the employee had been terminated and would never return to campus. However, [Former Director 1] reported that because her notice of termination letter directed her to continue to fulfill the functions of her position, she returned to work at GSU the day after receiving the notice of termination letter but began searching for other employment.

<sup>9</sup> Governors State University Board of Trustees Regulations, Section II B.4.b.ii-iii (effective April 16, 2010).

<sup>10</sup> [Former Director 1] was interviewed in this investigation on December 27, 2017.

According to emails obtained in this investigation, on [Date], [Former Director 1] emailed then-GSU Associate Vice President for Human Resources (HR) and Diversity Joyce Coleman; [Former Director 1] inquired whether she would continue to receive her salary and benefits from GSU if she accepted other employment during her notice period. Ms. Coleman's written response assured [Former Director 1] that she would "be paid out for the year."<sup>11</sup> On [Date],<sup>12</sup> [Former Director 1] submitted a letter of resignation to [Dean of a College] and Ms. Coleman, informing them that she had accepted other employment and her last day working for GSU would be that day. The resignation letter stated that it was [Former Director 1]'s "understanding that all pay and benefits [from GSU] will terminate on [Date]."

According to [Former Director 1], between [Date] and when she began her new employment on [Date], as "a courtesy" to ease the transition of her departure from GSU she spent approximately ten hours per week answering emails and telephone calls from GSU students and faculty. [Former Director 1] stated that thereafter, she received no assignments from [Dean of a College] and completed no work for GSU.

[Former Director 1] told investigators that she was instructed to continue to submit timesheets in order to receive pay and benefits from GSU during her notice period. [Former Director 1] said she did not recall who gave her this instruction, but it may have been [Dean of a College]. The timesheets submitted by [Former Director 1] during her notice period indicated she continued to work full-time for GSU after [Date], but [Former Director 1] stated that the timesheets were not an accurate representation of the time she spent working on GSU business. [Former Director 1] confirmed that she continued to receive her pay and benefits from GSU through [Date], and thereafter received a payout for her unused vacation days. GSU payroll records show that from [Date] to [Date], GSU paid [Former Director 1] [Dollars] in salary and a [Dollars in] lump sum payment for her accrued vacation time.<sup>13</sup>

## **B. Examination Of GSU's Termination Of Additional At-Will Employees**

The OEIG examined whether other employees terminated without cause were paid by GSU during their notice periods. In response to an OEIG request, GSU provided a list of employees it identified as having been terminated without cause and provided a notice of termination from [Date] to [Date].<sup>14</sup> Subsequent investigation by the OEIG revealed that the list provided by GSU

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<sup>11</sup> During her OEIG interview, [Former Director 1] confirmed that she exchanged emails with Ms. Coleman regarding these issues and that she submitted her resignation letter.

<sup>12</sup> GSU records indicate that on [Date], [Former Director 1] also signed a GSU form detailing a checklist for processing out of GSU employment; the checklist included: directions regarding resignation letters, advice about benefits counseling, a reminder to turn in all university keys and property, and directions for the submission of an employee clearance form. GSU records show that Ms. Coleman completed an "Employee Clearance" for [Former Director 1] on [Date]. The document outlined the required procedures for employees exiting their employment with the university; those procedures include an equipment and software clearance, student records submission, key clearance, university library clearance, uniform clearance, cashier's clearance, technology permissions and access clearance, the return of any university ID card, the submission of a resignation letter or form, the cancelation of insurance, and an exit interview including benefits counseling.

<sup>13</sup> GSU payroll records indicate that [Dollar Amount] of [Former Director 1]'s [Dollar Amount of] vacation payout accrued during her notice period.

<sup>14</sup> Documents received by the OEIG indicate that GSU utilized the notice of termination policy prior to Ms. Maimon's time as GSU president. However, the OEIG focused its investigation on GSU's practice during Ms. Maimon's tenure.

was incomplete; thus, the OEIG supplemented the list with additional employees who also were terminated without cause and provided a notice of termination during the relevant period, as identified in interviews and other GSU records.

### 1. GSU Payments Made to Terminated At-Will Employees during their Notice Periods

The OEIG asked GSU to identify the amounts paid, in salary and benefits, to GSU employees who were terminated without cause and provided a notice of termination. The OEIG subsequently discovered that several of those employees did not leave GSU employment under the termination with notice policy and were thus excluded from this report. The charts in this section summarize the relevant information eventually provided to the OEIG by GSU, which GSU [Payroll] [Employee 1] indicated contain a “reasonable estimate” of the requested information “based on the documentation from the [payroll] systems [GSU] ha[s] in place now.”<sup>15</sup>

Based on the information provided by GSU, the OEIG discovered that between July 2007 and October 30, 2017, most employees terminated without cause received full pay and benefits from GSU throughout their notice periods; following the end date of their termination according to their termination letter, most employees also received a payout for their accrued vacation days. Below is a summary of that information.

#### Notice Period of Three Months or Less

Employee Name	Notice of Termination Date	Effective Termination Date	Salary Paid After Notice of Termination	Benefit Pay After Notice of Termination <sup>16</sup>
[Former Employee 1]	[Date]	[Date]	\$13,632	\$3,973
[Former Employee 2]	[Date]	[Date]	\$29,375	\$4,157
[Former Employee 3]	[Date]	[Date]	\$4,982	\$3,311
[Former Employee 4]	[Date]	[Date]	\$738	\$1,999
[Former Employee 5]	[Date]	[Date]	\$5,331	\$10,828
[Former Employee 6]	[Date]	[Date]	\$4,020	\$2,349
[Former Employee 7]	[Date]	[Date]	\$1,213	\$0
[Former Employee 8]	[Date]	[Date]	\$2,002	\$4,252
[Former Employee 9]	[Date]	[Date]	\$3,538	\$5,552

<sup>15</sup> For a number of former employees, GSU failed to produce all the requested information and the information initially produced by GSU contained mathematical errors. It took numerous attempts over the course of several months for the OEIG to obtain corrected and more complete information from GSU.

<sup>16</sup> The amounts captured in this column include payouts for benefits that accrued during the employee’s notice period.

[Former Employee 10]	[Date]	[Date]	\$2,570	\$1,249
[Former Employee 11]	[Date]	[Date]	\$980	\$3,131
[Former Employee 12]	[Date]	[Date]	\$935	\$0
[Former Employee 13]	[Date]	[Date]	\$1,303	\$0
[Former Employee 14]	[Date]	[Date]	\$2,269	\$1,748
[Former Employee 15] <sup>17</sup>	[Date]	[Date]	\$1,739	\$1,314
[Former Director 3]	[Date]	[Date]	\$12,229	\$15,019
[Former Associate Director 1]	[Date]	[Date]	\$3,698	\$3,229

**Notice Period of Approximately Six Months**

<b>Employee Name</b>	<b>Notice of Termination Date</b>	<b>Effective Termination Date</b>	<b>Salary Paid After Notice of Termination</b>	<b>Benefit Pay After Notice of Termination</b>
[Former Executive Director 1]	[Date]	[Date]	\$39,840	\$12,905
[Former Program Manager 1]	[Date]	[Date]	\$32,600	\$9,374
[Former Employee 16]	[Date]	[Date]	\$30,146	\$9,631
[Former Vice President 1]	[Date]	[Date]	\$80,295	\$27,792
[Former Associate Vice President 1]	[Date]	[Date]	\$72,971	\$9,501

**Notice Period of One Year or More**

<b>Employee Name</b>	<b>Notice of Termination Date</b>	<b>Effective Termination Date</b>	<b>Salary Paid After Notice of Termination</b>	<b>Benefit Pay After Notice of Termination</b>
[Former Vice President 2]	[Date]	[Date]	\$138,728	\$25,609
[Former Director 2]	[Date]	[Date]	\$115,834	\$20,709
[Former Associate Vice President 2]	[Date]	[Date]	\$123,769	\$22,575
[Former Director 4]	[Date]	[Date]	\$67,937	\$12,491
[Former Director 5]	[Date]	[Date]	\$102,086	\$18,413

<sup>17</sup> According to GSU payroll records, [Former Employee 15]’s “last day [of] work” was [Date], but GSU would continue to pay him “in accordance to Board Policy.”

[Former Director 6] <sup>18</sup>	[Date]	[Date]	\$45,201	\$16,416
[Former Director 7]	[Date]	[Date]	\$74,824	\$13,345
[Former Employee 17]	[Date]	[Date]	\$60,145	\$11,307
[Former Program Manager 2]	[Date]	[Date]	\$63,481	\$11,966
[Former Employee 18] <sup>19</sup>	[Date]	[Date]	\$55,620	\$25,905
[Former Director 1]	[Date]	[Date]	\$80,061	\$13,937

**Total Paid to these At-Will Employees Terminated Without Cause**

**\$1,598,108**

On February 2, 2018, OEIG investigators interviewed GSU Payroll [Employee 1] about GSU’s payroll practices for employees who are given notice of termination. [Employee 1] reported that she is not informed when employees receive a notice of termination letter and HR does not provide the payroll department with copies of notice of termination letters. Instead, an HR input form notifies the payroll department when employees leave or are terminated from GSU. [Employee 1] explained that GSU’s payroll system automatically pays salaried employees regardless of whether they submit timesheets and the system will not stop paying an employee until the HR department puts a departure date into the computer system.

For example, [Employee 1] stated she had heard the name [Former Director 1] but was not aware that [Former Director 1] received a notice of termination letter and was not aware that [Former Director 1] resigned from GSU. [Employee 1] stated she was not aware that [Former Director 1] had been terminated when the payroll department received her timesheets and indicated the payroll department would not necessarily know [Former Director 1] had resigned from GSU when it received them. According to [Employee 1], GSU would have continued to pay [Former Director 1] until her termination date was entered into the payroll system.

**2. GSU Employment Contracts for Terminated At-Will Employees**

The OEIG asked GSU to produce employment contracts or other terms of employment for terminated employees. GSU provided staff contracts for 21 employees from the charts above who were terminated without cause and provided a notice of termination period. All the staff contracts make passing reference to the Board of Trustee Regulations as a whole, stating either that the employee’s “appointment shall remain in effect until modified or terminated in accordance with

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<sup>18</sup> Although GSU initially terminated [Former Director 6] without cause and provided her with a one-year notice period, she was eventually terminated for cause and stopped receiving payment from GSU on [Date], less than one year after receiving the initial notice of termination letter. The amounts captured in the chart account for payments made by GSU to [Former Director 6] from [Month Year] to [Month Year], when she was terminated for cause.

<sup>19</sup> Although GSU initially terminated [Former Employee 18] without cause and provided him with a one-year notice period, he was eventually fired for cause and stopped receiving payment from GSU on [Date], less than one year after receiving the initial notice of his termination. The amounts captured in the chart account for payments made by GSU to [Former Employee 18] from [Month Year] to [Month Year], when he was terminated for cause.

the Board of Trustees Regulations” or was “subject to the governing policies and regulations of the board of trustees and governors state university policies.” However, none of the contracts specifically mention the notice of termination policy or discuss severance pay. In fact, contrary to the notice of termination policy, three of the staff contracts state that the “contract may be terminated by either party at any time during its term by written notice to the other party delivered 30 days prior to the effective date of the termination.”<sup>20</sup>

### 3. GSU’s Notice of Termination Letter Directives

The OEIG asked GSU to produce copies of all notice of termination letters given to the 33 former employees listed in the charts above. GSU produced termination letters for 31<sup>21</sup> of those employees; each bore a signature in the name of Ms. Maimon and gave the employee notice that their GSU employment would terminate on a certain date. However, the language in the letters varied regarding what was expected of the employee during the notice period.

Most letters produced stated that “During this notice period, you will not continue to exercise any of the functions of your current position . . . or otherwise engage in administrative functions of the university, unless requested” by specific individuals, but “you will be expected, however, to be available upon request to assist in outstanding university issues.” The following employees received notice of termination letters containing such language:

Employee Name	Notice of Termination Date
[Former Associate Vice President 2]	[Date]
[Former Employee 3]	[Date]
[Former Director 4]	[Date]
[Former Vice President 1]	[Date]
[Former Director 6]	[Date]
[Former Employee 4]	[Date]
[Former Employee 5]	[Date]
[Former Director 5]	[Date]
[Former Employee 6]	[Date]
[Former Director 7]	[Date]
[Former Employee 7]	[Date]
[Former Employee 17]	[Date]
[Former Employee 8]	[Date]
[Former Employee 9]	[Date]
[Former Employee 10]	[Date]
[Former Employee 18]	[Date]
[Former Employee 11]	[Date]
[Former Employee 14]	[Date]
[Former Associate Director 1]	[Date]

<sup>20</sup> The staff contracts for [Former Employee 15], [Former Director 3], and [Former Employee 14] contain this language.

<sup>21</sup> GSU did not produce termination letters for [Former Employee 15] or [Former Executive Director 1]. However, GSU did provide their dates of notice of termination, and effective dates of termination.

Eight termination letters produced by GSU were silent as to whether the employees were expected to work during their notice periods. The following employees received those letters:

<b>Employee Name</b>	<b>Notice of Termination Date</b>
[Former Vice President 2]	[Date]
[Former Employee 1]	[Date]
[Former Program Manager 1]	[Date]
[Former Employee 2]	[Date]
[Former Employee 16]	[Date]
[Former Director 2]	[Date]
[Former Employee 12]	[Date]
[Former Associate Vice President 1]	[Date]

Only four of the termination letters stated that “During this notice period, you will continue to fulfill the functions of your current position or other assigned duties as designated by your supervisor.” The following employees received notice of termination letters containing such language:

<b>Employee Name</b>	<b>Notice of Termination Date</b>
[Former Program Manager 2] <sup>22</sup>	[Date]
[Former Employee 13]	[Date]
[Former Director 1]	[Date]
[Former Director 3]	[Date]

#### **4. Interviews of Terminated At-Will Employees**

Investigators attempted to interview all former GSU employees listed in the charts above who received a notice period of six months or more. Investigators were unable to interview four of those individuals,<sup>23</sup> so they interviewed an additional two employees listed in the charts above who received a notice period of three months or less. In total, the OEIG interviewed 14 former employees between January 26, 2018 and May 1, 2018 to determine what instructions they were given by GSU following their notice of termination and whether they completed work for GSU during their notice period.

Based on the interviews, the OEIG found that terminated employees were given little to no direction from GSU regarding their terminations and most completed no work for GSU during their notice period. Of the 14 former employees interviewed:

<sup>22</sup> [Former Program Manager 2]’s termination letter was unique in that it directed her to continue working through [Date], but from [Date] to [Date], [Former Program Manager 2] was “not [to] exercise any of the functions of your current position or otherwise engage in administrative functions of the university, unless requested to do so by” various GSU staff, but should remain “available upon request to assist in outstanding university issues.”

<sup>23</sup> Those individuals were not interviewed because the OEIG was unable to obtain their contact information, the individuals did not respond to the OEIG’s request for an interview, or the individuals declined to be interviewed.

- nine received no direction from GSU about whether they were required to work following their notice of termination and completed no work for GSU during their notice period;
- two former employees were instructed to stop reporting to work but stand by at home for assignments but never received any assignments from GSU during their notice period; and
- three former employees were instructed to stop reporting to work but stand by at home for any assignments and received at least one assignment from GSU during their notice period.

None of the 14 employees interviewed received instruction from GSU regarding whether they were prohibited from accepting other employment during their notice period or whether they were required to inform GSU if they accepted other employment during their notice period. Eight of the former employees also stated that it was common knowledge that GSU paid terminated employees following their notice of termination without requiring them to work. The below interview summaries set forth more details from the terminated GSU employees' interviews.

**[Former Vice President 2]**

[GSU] [Former Vice President 2] stated he began working at GSU on [Date], and Ms. Maimon terminated his employment on [Date]. [Former Vice President 2] reported that after receiving notice of his termination from Ms. Maimon, she told him to work out the logistics of his departure from GSU with Gebeyehu Ejigu, [Vice President of Administration and Finance]. [Former Vice President 2] stated he met with Mr. Ejigu, who gave him a notice period longer than one year, which was longer than [Former Vice President 2] believed he was entitled to and longer than the period listed on his notice of termination letter. [Former Vice President 2] reported that Mr. Ejigu also directed him to continue submitting timesheets during his notice period. [Former Vice President 2] stated that after receiving notice of his termination, he did not return to the GSU campus or complete any work for GSU, although he said he did submit his timesheets. [Former Vice President 2] confirmed that he was paid by GSU throughout his notice period for more than one year.

**[Former Director 4]**

[GSU] [Former Director 4] stated she began working at GSU around [Year] and GSU's then-Director of HR, Ms. Bradshaw, provided her notice of her termination in [Month Year], which became effective [Month Year]. According to [Former Director 4], when she received her letter of termination she was told in a meeting with her supervisor and Ms. Bradshaw that she was being placed on "special assignment," indicating she was supposed to stop reporting to work but remain at home on standby for any assignments. [Former Director 4] stated she did not receive any guidance on whether she was prohibited from accepting other employment during her notice period. [Former Director 4] stated that she stopped working the day she received her notice of termination, and between [Month Year] and [Month Year] she did not receive any assignments from GSU or complete any work for GSU. According to GSU records, Ms. Maimon accepted [Former Director 4] notice of retirement on [Date], to become effective [Date], but [Former Director 4] confirmed that she was paid after receiving notice of her termination until [Month Year].

**[Former Director 7]**

[GSU] [Former Director 7] stated she began working at GSU in approximately [Year] and her supervisor provided her a notice of termination letter in [Month Year], which became effective in [Month Year]. [Former Director 7] stated she did not receive any guidance on whether she was prohibited from accepting other employment during her notice period or whether she was required to inform GSU if she accepted other employment during her notice period. [Former Director 7] reported that an HR employee eventually directed her to submit timesheets during her notice period, but she stopped working the day she received her notice of termination and returned to GSU's campus only to clean out her office. [Former Director 7] said that between [Month Year] and [Month Year] she did not receive any assignments from GSU or complete any work for GSU, although she said she did submit her timesheets. [Former Director 7] explained that after her termination she expected GSU to continue paying her salary because she was aware that other people, including her former supervisor [Former Associate Vice President 2], had received pay after they were terminated. [Former Director 7] confirmed that she was paid by GSU throughout her notice period.

**[Former Director 2]**

[GSU] [Former Director 2] stated he began working at GSU in [Month Year] and then GSU Associate Vice President for HR and Diversity Gail Bradshaw provided him notice of his termination for his [Former Director 2] position. [Former Director 2] reported that when he received notice of his termination he was required to leave campus that day. [Former Director 2] said that after he received his notice of termination, he immediately stopped working in his [Former Director 2] position but finished the semester teaching one course as an adjunct professor, which [Former Director 2] stated did not require much work. [Former Director 2] stated he did not receive any assignments from GSU during his notice period for his [Former Director 2] position and did not complete any work for GSU aside from his adjunct professor duties, although he said he did submit his timesheets at the direction of Ms. Bradshaw. [Former Director 2] explained that he knew other terminated GSU employees received up to a year of pay following their termination; [Former Director 2] stated this practice was standard procedure. [Former Director 2] opined that it was not news for a terminated employee to get "their package," and that he had never heard of a GSU employee not receiving pay following their termination. [Former Director 2] confirmed that he was paid by GSU throughout his notice period.

**[Former Executive Director 1]**

[GSU] [Former Executive Director 1] stated he began working at GSU in [Year] and his supervisor provided him a notice of termination letter in [Month Year], which became effective in [Month Year]. According to [Former Executive Director 1], he stopped working the day he received notice of his termination, returned to GSU campus only to pick up his personal belongings, and did not receive any assignments from GSU or complete any work for GSU during his notice period. [Former Executive Director 1] reported that he knew of other terminated GSU employees who never returned to campus and said he was told they were working on "special projects." [Former Executive Director 1] confirmed that he was paid by GSU throughout his notice period.

**[Former Director 6]**

[GSU] [Former Director 6] stated she began working at GSU in [Year] and Ms. Bradshaw provided her a notice of termination letter in [Month Year], to become effective in [Month Year]. [Former Director 6] stated that when she was terminated no one told her what she was supposed to do, whether she was supposed to remain on call for assignments, or whether she was able to obtain other employment. [Former Director 6] stated she believed GSU owed her a year of salary following her termination because it was common knowledge at GSU that other people had been terminated in that manner. According to [Former Director 6], GSU eventually provided her with a letter terminating her for cause, but then permitted her to submit a letter of resignation on [Date], which became effective on [Date]. [Former Director 6] stated she stopped working the day she received her initial notice of termination, returned to GSU campus only to clean out her office, and between [Month Year] and [Month Year], did not receive any assignments from GSU or complete any work for GSU. [Former Director 6] confirmed that she was paid by GSU throughout her notice period until she was terminated for cause.

**[Former Associate Vice President 1]**

[GSU] [Former Associate Vice President 1] stated he began working at GSU in [Month Year] but was eventually shown a notice of termination letter and pressured to resign, so he submitted a letter of resignation on [Date], which became effective [Date]. According to [Former Associate Vice President 1], after he submitted his resignation letter Mr. Ejigu permitted him to continue working until [Former Associate Vice President 1] was replaced in [Month Year]. Thereafter, [Former Associate Vice President 1]'s supervisor<sup>24</sup> informed him that he should continue to submit timesheets as "if he were normally working" but that he was being placed on "special assignment" from [Month Year] through [Month Year], indicating he was supposed to stop reporting to work but remain at home on standby for any assignments. [Former Associate Vice President 1] reported that no one instructed him how to be available for assignments or how often to expect them. [Former Associate Vice President 1] stated that after he was replaced he did not return to GSU's campus or receive any assignments or complete any work for GSU, although he said he did submit his timesheets. [Former Associate Vice President 1] confirmed that he was paid by GSU throughout his notice period.

**[Former Associate Director 1]**

[GSU] [Former Associate Director 1] stated she began working at GSU in [Month Year] and Ms. Coleman provided her a notice of termination letter in [Month Year], which became effective in [Month Year]. [Former Associate Director 1] stated that GSU made her pack up her belongings and leave campus the day she received notice of her termination so she stopped working as of that day and did not receive any assignments from GSU or complete any work for GSU during her notice period, although she said she did submit her timesheets at the direction of a GSU Benefits Manager. [Former Associate Director 1] confirmed that she was paid by GSU throughout her notice period.

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<sup>24</sup> [Former Associate Vice President 1]'s supervisor was then-Vice President of Administration and Finance Kim Lambert-Thomas.

**[Former Vice President 1]**

[GSU] [Former Vice President 1] stated she began working at GSU in [Month Year] but in [Month Year] Ms. Maimon provided her a letter of resignation and encouraged her to sign it; [Former Vice President 1] reported she told Ms. Maimon she wanted to consult her attorney before deciding whether to sign the letter. [Former Vice President 1] eventually received a notice of termination letter in [Month Year], which became effective [Date]. [Former Vice President 1] reported that her previous supervisor had received one year of pay following her termination, so she asked Ms. Bradshaw why she only received six months, but Ms. Bradshaw could not explain.

According to [Former Vice President 1], after receiving notice of her termination she was informed by Ms. Bradshaw that she was placed on “special assignment,” indicating she was supposed to stop reporting to work but remain at home on standby for assignments. [Former Vice President 1] stated that she returned to GSU’s campus a few times prior to [Date], and in [Month Year] she received three assignments from Ms. Maimon. [Former Vice President 1] stated she completed one assignment per month during [Month], [Month], and [Month Year], but spent less than 20 hours total on the three assignments. [Former Vice President 1] confirmed that she was paid by GSU through her notice period.

**[Former Program Manager 2]**

[GSU] [Former Program Manager 2] stated she began working at GSU in [Year] but during a meeting in [Month Year] with Ms. Coleman and Ms. Bordelon she was provided a notice of termination, which became effective in [Month Year]. According to [Former Program Manager 2], after receiving notice of her termination she did not receive any guidance on whether she was prohibited from accepting other employment during her notice period; [Former Program Manager 2] opined that there was very little and very poor communication from GSU following her termination. [Former Program Manager 2] stated that after [Month Year], she did not receive any assignments from GSU or complete any work for GSU; although she said she did submit her timesheets, she said she could not remember who directed her to do so. [Former Program Manager 2] said she was aware of other former GSU employees, including [Former Program Manager 1], who were paid by GSU following their termination; [Former Program Manager 2] reported that when employees stopped coming to campus, people would say they were on “special assignment” and everyone understood that meant they had been terminated. [Former Program Manager 2] confirmed that she was paid by GSU throughout her notice period.

**[Former Director 5]**

[GSU] [Former Director 5] stated she began working at GSU around [Year] and received a notice of termination letter in [Month Year], which became effective [Month Year]. When she received notice of her termination [Former Director 5] stated she was informed by her supervisor that she was on “special assignment,” indicating she was supposed to stop reporting to work but remain at home for assignments. [Former Director 5] reported that she asked how her year of employment post-termination would work; then-GSU Provost Terry Allison told her that he would be the contact person to give her assignments but there was very little conversation in the meeting.

[Former Director 5] stated that was “literally” all she was told about her termination. According to [Former Director 5], she stopped working the day she received her notice of termination, but between [Month Year] and [Month Year], Mr. Allison assigned her one project gathering information about faculty contracts. [Former Director 5] stated that she worked approximately four hours per day for about two months on the project, but was unable to complete the assignment. [Former Director 5] said that thereafter, she did not receive any assignments from GSU or complete any work for GSU, although she said she did submit her timesheets at the direction of an HR employee. [Former Director 5] confirmed that she was paid by GSU throughout her notice period.

[Former Director 5] said that before her termination she supervised other GSU employees, including [Former Program Manager 1] and [Former Employee 16], who received notice of termination letters and left campus. [Former Director 5] reported that there was no training for supervisors regarding terminations, so she did not receive instructions to check on employees after they were terminated or provide them with assignments once they left campus to ensure they were “earning their severance money.” [Former Director 5] stated she did not give [Former Program Manager 1] or [Former Employee 16] assignments to complete after they left campus.

#### **[Former Associate Vice President 2]**

[GSU] [Former Associate Vice President 2] stated she began working at GSU in [Month Year] and Ms. Bradshaw provided her a notice of termination letter in [Month Year], which became effective [Month Year]. According to [Former Associate Vice President 2], she stopped working the day she received notice of her termination, but between [Month Year] and [Month Year], Mr. Allison assigned her one research paper. [Former Associate Vice President 2] stated that she worked 20 to 25 hours a week on the assignment for less than two or three months and was totally done working for GSU by [Month Year]. [Former Associate Vice President 2] stated she never received another project from GSU or completed any work for GSU, although she said she did submit her timesheets.<sup>25</sup> [Former Associate Vice President 2] stated that the “official language” at GSU for people who received this type of severance was “special projects” and that the common understanding at GSU was that people assigned to special projects had been terminated and were no longer working. [Former Associate Vice President 2] confirmed that she was paid by GSU throughout her notice period.

#### **[Former Program Manager 1]**

[GSU] [Former Program Manager 1] stated he began working at GSU in [Month Year] and Ms. Bradshaw provided him notice of his termination in [Month Year].<sup>26</sup> According to [Former Program Manager 1], he stopped working the day he received his notice of termination, returned to GSU campus only to clean out his office, and did not complete any further work for GSU. [Former Program Manager 1] stated he did not continue to fill out timesheets after his termination and claimed he was not paid after he left GSU.

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<sup>25</sup> [Former Associate Vice President 2] said she could not remember who directed her to submit timesheets.

<sup>26</sup> [Former Program Manager 1] said he did not remember receiving a letter of termination, and stated he believed the [Date] notice of termination date in the termination letter obtained by the OEIG from GSU was incorrect.

**[Former Director 3]**

[GSU] [Former Director 3] stated she began working at GSU in [Year] and retired from GSU in [Month Year]. According to [Former Director 3], she received a notice of termination letter after she submitted her retirement letter but worked throughout the notice period and was not paid by GSU following her retirement.<sup>27</sup>

**5. Work Product Submitted by Terminated At-Will Employees During Notice Period**

To further verify whether terminated employees completed any work for GSU during their notice periods, the OEIG requested from GSU, for 24<sup>28</sup> of the above terminated employees, all reports, papers, or other work product submitted during their notice periods. For 19 of the 24 employees, including [Former Director 1], GSU indicated it did not possess any documents responsive to the request. For 4 of the 24 employees, GSU produced work product purportedly submitted by the employees during their notice periods summarized as follows:<sup>29</sup>

<b>Employee</b>	<b>Notice Period</b>	<b>Work Product</b>
[Former Vice President 1]	App. six months	<ul style="list-style-type: none"><li>• An Excel spreadsheet listing and evaluating fundraising prospects</li><li>• A two-page paper regarding the way regional public universities handle naming opportunities</li><li>• A one-page list of principles that should be followed for joint fundraising ventures</li><li>• A one-page paper regarding a potential partnership opportunity</li><li>• A four-page paper regarding theater facilities and programs</li></ul>
[Former Associate Vice President 2]	One year	<ul style="list-style-type: none"><li>• One 19-page research paper regarding the implementation of an athletics program at GSU</li></ul>
[Former Employee 15]	Two weeks	<ul style="list-style-type: none"><li>• Four news articles and four newsletters that [Former Employee 15] purportedly had a hand in compiling</li></ul>
[Former Employee 10]	One year	<ul style="list-style-type: none"><li>• Four news articles and two newsletters that [Former Employee 10] purportedly had a hand in compiling</li></ul>

<sup>27</sup> [Former Director 3]’s personnel file shows that she was provided a termination with notice letter on [Date], to become effective [Date]. No notice of retirement from [Former Director 3] is contained in the file, but the letter of termination states that the letter was “revised due to [her] pending retirement date of [Date].”

<sup>28</sup> Although the charts above contain 33 terminated employees, the OEIG excluded from its request those terminated employees with the shortest notice periods.

<sup>29</sup> The OEIG later learned that 1 of the 24 employees was not terminated from GSU under the notice with termination policy, so his work product was omitted.

## 6. Submission of Timesheets by Terminated At-Will Employees

As noted above, many of the former employees interviewed in the investigation said they continued to submit timesheets to GSU even after they stopped performing any work for GSU. Therefore, the OEIG requested that GSU produce copies of timesheets for terminated employees, from the employee’s month of notice of termination through the succeeding thirteen months. In response, GSU explained that the payroll department is responsible for maintaining time records, but pursuant to the State’s document disposal rules and GSU practice, timesheets from two or more years before [Month Year] had been destroyed. Thus, GSU could not produce timesheets for numerous former employees.

The timesheets GSU did produce only reflected the total number of hours, in quarter-hour increments, the employees purportedly spent on university business or benefit time, including sick time or vacation time; the start and end times were not reported. The timesheets had signature lines for the employee, supervisor, and unit head; typically, only the employee’s signature and one of the other signatures appeared on most timesheets. Often, the second signature was illegible or appeared to have been signed by an administrative assistant rather than the employee’s supervisor or unit head.<sup>30</sup> The timesheets also contained the following affirmation:

I hereby certify, to the best of my knowledge, that this time record is a true statement of hours spent on university business and benefits used and that all terms of the subject employee’s contract/appointment have been fulfilled for this period.

Based on the timesheets obtained, and the former employees’ interviews, the OEIG discovered that, although they were not working on university business (or spent minimal time on GSU business), many terminated employees submitted timesheets during their notice periods indicating they were working regular full-time hours. Below is summary of the timesheet information.

### Timesheets Submitted for Notice Period After Termination

Employee Name	Notice Period After Termination	Timesheets Submitted After Termination <sup>31</sup>	Work Completed Following Termination <sup>32</sup>
[Former Vice President 2]	More than one year	All	None
[Former Director 2]	One year	All	None
[Former Director 7]	One year	All	None
[Former Program Manager 2]	One year	All	None
[Former Associate Vice President 1]	Six months	All	None

<sup>30</sup> For example, [Former Director 1]’s [Month Year] timesheet had an illegible signature on the unit head signature line and [Former Director 1]’s [Month], [Month], [Month], [Month], [Month], and [Month Year] timesheets reflected that they were signed by [Employee 2], rather than [Former Director 1]’s supervisor, [Dean of a College].

<sup>31</sup> Information in this column is based on the timesheets obtained from GSU and the interviews of former employees.

<sup>32</sup> Information in this column is based on interviews of former employees.

[Former Director 1]	One year	All	None
[Former Associate Director 1]	One year	All <sup>33</sup>	None
[Former Employee 18]	One year	[Month Year] – [Month Year]	None
[Former Employee 9]	Four weeks	All	Unknown <sup>34</sup>
[Former Employee 11]	Four weeks	All	Unknown <sup>35</sup>
[Former Employee 14]	Three weeks	All	Unknown <sup>36</sup>
[Former Director 3]	Two months	All	Unknown <sup>37</sup>
[Former Associate Vice President 2]	One year	All	Some; one assignment
[Former Director 5]	One year	All	Some; one assignment
[Former Employee 10]	Two weeks	All	Some; six assignments <sup>38</sup>
[Former Employee 15]	One month	All	Some; eight assignments <sup>39</sup>
[Former Director 4]	One year	Unknown <sup>40</sup>	None
[Former Executive Director 1]	Six months	None <sup>41</sup>	None
[Former Director 6]	Six months	None <sup>42</sup>	None
[Former Program Manager 1]	Six months	None <sup>43</sup>	None

<sup>33</sup> During [Former Associate Director 1]’s interview with OEIG investigators, she stated she submitted timesheets throughout her entire notice period. However, GSU only produced [Former Associate Director 1]’s [Month Year] timesheet.

<sup>34</sup> [Former Employee 9] was not interviewed in this investigation; however, in response to the OEIG request, GSU did not produce any work product submitted during her notice period.

<sup>35</sup> [Former Employee 11] was not interviewed in this investigation; however, in response to the OEIG request, GSU did not produce any work product submitted during her notice period.

<sup>36</sup> [Former Employee 14] was not interviewed in this investigation; however, in response to the OEIG request, GSU did not produce any work product submitted during her notice period.

<sup>37</sup> During her interview with the OEIG, [Former Director 3] stated she worked throughout her notice period; however, in response to the OEIG request, GSU did not produce any work product submitted during her notice period.

<sup>38</sup> [Former Employee 10] was not interviewed in this investigation; however, as noted above, in response to the OEIG request, GSU produced work product purportedly submitted during his notice period.

<sup>39</sup> [Former Employee 15] was not interviewed in this investigation; however, as noted above, in response to the OEIG request, GSU produced work product purportedly submitted during his notice period.

<sup>40</sup> GSU did not produce timesheets for [Former Director 4] and she did not state in her interview whether she continued to submit timesheets following her notice of termination.

<sup>41</sup> During his interview, [Former Executive Director 1] stated that he did not fill out timesheets during his notice period.

<sup>42</sup> During her interview, [Former Director 6] stated she did not recall turning in timesheets during her notice period.

<sup>43</sup> During his interview, [Former Program Manager 1] stated that he did not recall submitting timesheets after his notice of termination.

[Former Vice President 1]	Six months	None <sup>44</sup>	Some; three assignments, less than 20 hours total
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## 7. Continued Payment for Additional Employees Who Resigned or Retired

During the investigation of GSU’s practices relating to employees who were given notice of termination, the OEIG discovered two other employees who were not provided notices of termination or severance agreements, but who similarly were paid by GSU for a period of time following their separation from GSU. Those former employees were [Former Vice President 3] and [Former Assistant 1].

GSU’s records of [Former Vice President 3]’ departure from the university indicate that [Former Vice President 3] submitted a resignation letter to Ms. Maimon on [Date] and Ms. Maimon accepted his resignation on [Date].<sup>45</sup> Although [Former Vice President 3]’ employment contract did not specify he be paid throughout a certain term, and GSU did not produce a termination with notice letter or separation agreement for [Former Vice President 3], GSU’s records reflect that [Former Vice President 3] was paid by GSU until [Date], a total of [Dollars]. Moreover, based on a review of GSU payroll and personnel records, and statements GSU Visiting Professor and Senior Presidential Advisor Gebeyehu Ejigu made in his OEIG interview, it appears that for the five-month period from [Month Year] to [Month Year] [the remainder of this sentence may reveal the identity of two witnesses and the Commission exercises its authority pursuant to 5 ILCS 430/20-52 to redact it] Mr. Ejigu also performed duties associated with that position.<sup>46</sup> During that time, [GSU] paid [Former Vice President 3] [Dollars], it also paid [Former Interim Vice President] [Dollars], and paid Mr. Ejigu an additional \$17,707 of administrator pay.<sup>47</sup>

The OEIG also found that former [GSU] [Former Assistant 1] was paid by GSU following her retirement. On April 10, 2018, the OEIG interviewed [Former Assistant 1]; she stated that she began working at GSU in [Year] and was pressured to retire in [Year] during Ms. Maimon’s first days at GSU. [Former Assistant 1] stated she was eligible to retire from GSU, so on [Date] she submitted a retirement letter, which became effective [Date]. According to [Former Assistant 1], she stopped working the day she submitted her retirement letter and between [Month Year] and [Month Year], she did not receive any assignments from GSU or complete any work for GSU. Information provided by GSU indicates that [Former Assistant 1] was paid [Dollars] in salary and [Dollars] in benefits payout after [Month Year].

<sup>44</sup> During her interview, [Former Vice President 1] stated she never completed a timesheet during her time working at GSU and did not submit timesheets during her notice period.

<sup>45</sup> In her OEIG interview, Ms. Maimon stated that she terminated [Former Vice President 3].

<sup>46</sup> In addition, it appears that [Former Interim Vice President] and Mr. Ejigu continued to perform [overlapping duties] for several months after March 2016.

<sup>47</sup> During her interview with investigators, Ms. Maimon explained that while [Former Vice President 3] retained the [title] during that time, he was completing off campus assignments, and thus, the task fell to [Former Interim Vice President] and Mr. Ejigu to cover the many responsibilities of the [position]. Ms. Maimon opined that GSU needed as much expertise as it could get to protect the university, so Ms. Maimon felt that it was a good investment to bring back both [Former Interim Vice President] and Mr. Ejigu after [Former Vice President 3]’ separation.

## 8. Interviews of GSU Administrators

Investigators interviewed several current and former GSU administrators about GSU's practices regarding employees who were given notice of termination without cause.

### a. [GSU] [Employee 3]

On December 12, 2017 and February 28, 2018, the OEIG interviewed [GSU] [Employee 3]. [Employee 3] stated that she had worked in her position at GSU since [Year.] [the remainder of this paragraph may reveal the identity of a witness and the Commission exercises its authority pursuant to 5 ILCS 430/20-52 to redact it].

According to [Employee 3], the notice of termination policy entitled employees to pay for one year if they were terminated without cause and had been employed by GSU for a certain period. [Employee 3] reported that even if an employee resigns during their notice period, that employee will continue to be paid by GSU throughout their notice period. [Employee 3] stated that [Former Director 1] was a former GSU employee who continued to be paid after accepting other employment during her notice period.

[Employee 3] stated that terminated employees leave campus and generally stop working for GSU but may continue working on special projects. According to [Employee 3], Ms. Maimon and Mr. Ejigu referred to employees who left GSU but continued to get paid as employees who were working on "special projects" for the president." [Employee 3] reported that she heard Ms. Maimon and Mr. Ejigu discuss continuing to pay employees after they stopped working at GSU; for example, [Employee 3] said she heard Ms. Maimon state that GSU was going to "honor" certain employees' "contract[s]" for a full year, including [Former Vice President 3].<sup>48</sup> [Employee 3] said she believed that Ms. Maimon, Mr. Ejigu, and then-GSU General Counsel Alexis Kennedy determined the length of the notice period for each terminated employee and whether the employee had to continue to work at GSU during their notice period.

[Employee 3] stated that in [Year], Ms. Maimon, Mr. Ejigu, and Ms. Kennedy shortened the notice periods so fewer employees would get paid for a full year after being terminated. [Employee 3] said she did not believe the board was involved in the termination with notice practice, as the terminations were not on the board meeting agendas.

According to [Employee 3], to continue to be paid after leaving GSU some terminated employees continued to submit timesheets. [Employee 3] stated that when employees turn in timesheets during their notice periods they usually indicate the same hours of work each day without using sick time or vacation time. [Employee 3] reported that Mr. Ejigu directed her to accept timesheets from some employees who left GSU but continued to get paid, including [Former Vice President 3], [Former Vice President 2], and [Former Assistant 1]. [Employee 3]

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<sup>48</sup> The OEIG requested GSU produce all employment contracts for [Former Vice President 3]. GSU produced an "Employment Letter Agreement" signed by [Former Vice President 3] on [Date]; the letter stated that [Former Vice President 3] began as [Vice President] at GSU on [Date]; however, the letter provided no end date for his position or otherwise specified a term of employment.

stated that she thought it was odd to be processing timesheets for former employees, but Mr. Ejigu told her “this is how we do it here.” [Employee 3] stated that “it seems to be a common practice at GSU” for employees to continue to get paid and turn in timesheets after leaving GSU.<sup>49</sup> Because terminated employees continued to be paid by GSU following their termination, [Employee 3] stated that GSU employees’ reaction to learning that other people had been terminated was: “Well aren’t they lucky.”

**b. GSU Interim Associate Vice President for Human Resources and Diversity Gail Bradshaw**

On December 11, 2017, the OEIG interviewed GSU Interim Associate Vice President for HR and Diversity Gail Bradshaw. Ms. Bradshaw stated she began working for GSU in 1999 and became the director of HR in 2000. Ms. Bradshaw stated she worked in that capacity until 2014, when she retired from GSU. From 2008 until 2014, Ms. Bradshaw reported to Mr. Ejigu. Ms. Bradshaw stated that in August 2017 she returned to GSU to replace Joyce Coleman as the Director of HR.<sup>50</sup>

Ms. Bradshaw said she was familiar with the termination without cause notice policy. She reported that in 2010 GSU amended the termination without cause notice policy because it was viewed as too generous. Ms. Bradshaw stated that HR prepares the notice of termination letters for the president’s signature and explains the termination process to terminated employees. Ms. Bradshaw reported that the board is never involved in terminations with notice.

According to Ms. Bradshaw, since she had been at GSU it had “been the practice” to continue paying terminated employees during their notice periods regardless of whether the employee continued to work for GSU. Ms. Bradshaw reported that some employees continued working at GSU following notice of their termination, and some did not. Ms. Bradshaw stated that the vice president who made the decision to terminate an employee determined whether the terminated employee must continue to work throughout the notice period, which sometimes depended on why the employee is being terminated. For example, Ms. Bradshaw stated that if an employee was being terminated due to a reorganization and the employee’s position was being eliminated, the employee could work during their notice period to finish their work. If the employee being terminated posed a threat to the university or was in a position where they could do something detrimental to GSU, GSU may have removed the terminated employee from campus during their notice period. However, Ms. Bradshaw acknowledged that even terminated employees like [Former Director 4], who did not pose a threat to GSU, stopped working for GSU following notice of their termination but continued to be paid.

Ms. Bradshaw reported that terminated employees continued to submit timesheets even if they stopped working for GSU during their notice periods. Ms. Bradshaw explained that even if

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<sup>49</sup> In her OEIG interview, GSU [Payroll] [Employee 1] reported that salaried employees will automatically be paid by GSU’s payroll system regardless of whether they submit timesheets. However, she also said that GSU employees needed to submit some type of time record if they are being paid by GSU. [Employee 1] confirmed that there have been times where an employee has left GSU and continued to turn in timesheets.

<sup>50</sup> According to Ms. Bradshaw, she was set to retire again and her last day at GSU would be December 21, 2017. Following her interview, the OEIG verified that Ms. Bradshaw left GSU.

an employee who received notice of termination stopped coming to work on campus, they were still available to GSU on an on-call basis. Ms. Bradshaw stated that the payroll department required timesheets before they would pay an employee, so it was necessary for the terminated employee to continue to submit timesheets to be paid.

According to Ms. Bradshaw, if an employee resigned during their notice period, GSU stopped paying them.<sup>51</sup>

### **c. Former GSU Associate Vice President for Human Resources and Diversity Joyce Coleman**

On October 26, 2017, the OEIG interviewed former GSU Associate Vice President for HR and Diversity Joyce Coleman. Ms. Coleman stated she began working at GSU on January 17, 2014, and was terminated without cause in July 2017.<sup>52</sup> During her time at GSU, Ms. Coleman oversaw the HR department responsible for employee recruitment, hiring, compensation, and terminations. Ms. Coleman stated she reported directly to the Vice President for Administration and Finance, which for a time during her employment was Mr. Ejigu.

According to Ms. Coleman, some employees did not continue to work for GSU after receiving notice of their termination. Ms. Coleman reported that GSU continued to pay some employees who stopped working after receiving notice of their termination and found other employment, and some of those employees continued to submit timesheets. Ms. Coleman was unsure why some terminated employees continued to turn in timesheets after they ceased working for GSU but stated Mr. Ejigu informed her that GSU has instructed terminated employees to continue to submit timesheets since Ms. Maimon started as GSU president.

According to Ms. Coleman, the termination without cause notice policy amounted to a severance package, but GSU did not want to call it that. Ms. Coleman reported that terminated employees receive the same pay and benefits during their notice periods, as well as any increase in pay implemented during that time. Ms. Coleman stated the purpose of the notice period is to give the employee time to find other employment.

Ms. Coleman reported that [Former Director 1] was terminated from GSU [the remainder of this sentence may reveal the identity of a witness and the Commission exercises its authority pursuant to 5 ILCS 430/20-52 to redact it]; Ms. Coleman stated she provided [Former Director 1] one-year notice of her termination. According to Ms. Coleman, when she gave [Former Director 1] her notice of termination letter she instructed [Former Director 1] to continue to fill out timesheets during her notice period and submit them to her supervisor. In addition to being paid

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<sup>51</sup> As indicated in the charts above, records produced by GSU did not show that anyone who received notice of their termination while Ms. Bradshaw was Associate Vice President for HR and Diversity at GSU submitted a letter of resignation.

<sup>52</sup> Investigators confirmed that on July 28, 2017, Ms. Coleman initially received six weeks' notice of her termination without cause from GSU. However, Ms. Coleman subsequently retained counsel and negotiated a separation agreement with GSU. Under the terms of the agreement, GSU continued to pay Ms. Coleman's salary and benefits until December 31, 2017, a period of 16 weeks longer than her original notice period. Ms. Coleman said she stopped working at GSU on July 28, 2017; GSU records reflect that she was paid \$57,667 and received a benefit payout of \$9,501 after leaving GSU.

after leaving GSU, Ms. Coleman noted that [Former Director 1] also received her vacation time, sick time, retirement benefits, and life insurance benefits.

Investigators showed Ms. Coleman a copy of [Former Director 1]’s resignation letter dated [Date]. Ms. Coleman reported that after receiving [Former Director 1]’s letter of resignation she met with Ms. Kennedy and GSU Provost Deborah Bordelon and asked how to proceed. Ms. Coleman stated she was instructed to continue to pay [Former Director 1]. Ms. Coleman explained that Ms. Bordelon and Ms. Kennedy reasoned that GSU had continued to pay other terminated employees throughout their notice periods, so they believed that precedent was set for all GSU employees to which the regulations applied.

#### **d. GSU General Counsel and Ethics Officer Alexis Kennedy**

On October 24, 2017 and November 10, 2017, the OEIG interviewed GSU General Counsel and Ethics Officer Alexis Kennedy. Ms. Kennedy stated she had worked for GSU for 17 years and was responsible for overseeing litigation and handling employment issues, including working on separation agreements with former GSU employees. Ms. Kennedy stated she did not independently hire or fire employees but was generally consulted regarding major university hiring decisions. Ms. Kennedy stated she reported to Ms. Maimon and to the board.<sup>53</sup>

Ms. Kennedy said that she was not aware of [Former Director 1]’s termination when it occurred but had subsequently learned that [Former Director 1] received a notice of termination and then obtained other employment during her notice period. Ms. Kennedy stated she did not become aware that [Former Director 1] had been paid through her notice period even though she resigned from GSU until after [Former Director 1]’s notice period ended. Although Ms. Kennedy had stated that she was generally consulted about major employment decisions, Ms. Kennedy denied that Ms. Coleman, or anyone else, had brought [Former Director 1]’s resignation to her attention when it occurred, and denied having a discussion with Ms. Coleman regarding whether to pay [Former Director 1] after she resigned.

According to Ms. Kennedy, the termination without cause notice policy essentially amounted to a severance package, so employees terminated without cause had some security while finding other employment. Ms. Kennedy stated the notice policy was such an “extraordinary perk” that the notice period was shortened to weeks rather than months.

Ms. Kennedy said she was aware of some situations where an employee left GSU but continued to receive pay and benefits from GSU. According to Ms. Kennedy, this occurred when the terminated employee was not performing as expected, but their performance was not so poor as to warrant being terminated for cause; Ms. Kennedy provided [Former Employee 18] and [Former Vice President 3] as examples. Ms. Kennedy explained that it was difficult to terminate an employee for cause because employees often filed lawsuits, which could take years to litigate.

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<sup>53</sup> Ms. Kennedy told investigators during her interviews that she planned to retire from GSU sometime in November 2017, although she had yet to submit a retirement letter. Following her interviews, the OEIG learned that Ms. Kennedy left GSU and moved to Canada for other employment.

Ms. Kennedy then clarified that the termination with notice policy was intended to act as notice that the employee's employment with GSU was ending and was not compensated leave. Ms. Kennedy stated that the policy did not require GSU to pay terminated employees throughout their entire notice periods, but she believed the regulation did require employees to continue working during the notice periods to receive pay and benefits from GSU. Ms. Kennedy explained that employees who received notice of their termination continue to receive pay and benefits during their notice periods because they continue to be GSU employees.

Ms. Kennedy denied being involved in the decision to pay terminated employees after they stopped working for GSU and stated she never told any GSU employee that they could get paid after resigning from the university. Aside from [Former Director 1], Ms. Kennedy stated she did not know of any employee who continued to be paid after resigning; Ms. Kennedy stated she hoped other employees worked throughout their notice periods.

Ms. Kennedy stated that she was only aware of employees being paid by GSU without being required to work if there was a separation agreement or a serious concern about the employee and their access to sensitive information. For example, Ms. Kennedy stated that Mr. Ejigu gave former GSU employee [Former Employee 18] notice of his termination in June 2016; [Former Employee 18] did not work during his notice period, but GSU continued to pay him. According to Ms. Kennedy, at the time of [Former Employee 18]'s termination, he was accused of selling GSU equipment but GSU did not have enough proof substantiating the allegation to terminate [Former Employee 18] for cause. Ms. Kennedy stated that during [Former Employee 18]'s notice period it became more evident that he was stealing from GSU, so he was told to leave GSU, which prompted his resignation. Ms. Kennedy said she did not believe [Former Employee 18] was paid by GSU after his resignation.

#### **e. GSU Provost and Vice President for Academic Affairs Deborah Bordelon**

On February 2, 2018, the OEIG interviewed GSU Provost and Vice President for Academic Affairs Deborah Bordelon. Ms. Bordelon stated she started working for GSU in December 2008 and was promoted to her Provost and Vice President for Academic Affairs position in July 2013.<sup>54</sup> Ms. Bordelon stated she reported directly to Ms. Maimon and her responsibilities included overseeing the academic colleges and student affairs.

Ms. Bordelon stated she was aware [Former Director 1] received a notice of termination. Investigators showed Ms. Bordelon an email exchange between herself and [Former Director 1], dated June 28, 2016, in which [Former Director 1] informed Ms. Bordelon that she had found other employment. Ms. Bordelon stated she assumed at that point that [Former Director 1] was no longer working for GSU but stated [Former Director 1]'s supervisor may have given her special projects to work on at home. Ms. Bordelon said she did not know whether [Former Director 1] continued to be paid after leaving GSU or who might have made the decision to continue paying her after she submitted her resignation. Ms. Bordelon said she did not recall Ms. Coleman seeking advice

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<sup>54</sup> Ms. Bordelon stated she planned to leave GSU for other employment and her last day at GSU was to be February 14, 2018. Following her interview, the OEIG confirmed that Ms. Bordelon left GSU.

from her or Ms. Kennedy regarding whether [Former Director 1] should continue to be paid following her resignation from GSU.

Ms. Bordelon stated that terminated employees are required to continue working for GSU during their notice periods, and she said that if an employee is not working on campus they are supposed to be working off-site on “special projects.” Ms. Bordelon reported that if an employee works on special projects during their notice period, the employee is supposed to produce and submit work product to their supervisor. Ms. Bordelon indicated that it was the responsibility of the employee’s supervisor to give the terminated employee assignments and to monitor the employee’s work during the notice period.

Investigators showed Ms. Bordelon a series of emails between herself, Ms. Kennedy, and Ms. Coleman in which they discussed edits to four termination letters.<sup>55</sup> In the emails, Ms. Bordelon deleted language from the letters stating, “During this notice period, you will not exercise any of the functions of your current position or otherwise engage in administrative functions of the university, unless requested by [Ms. Maimon] or Deborah Bordelon, Provost. You will be expected, however, to be available upon request to assist in outstanding university issues.” Ms. Bordelon replaced that language with, “During your notice period you will continue to fulfill the functions of your current position or other assigned duties as determined by your supervisor.” Ms. Bordelon explained she changed the language in the letters to make it clear to the terminated employees that they were expected to work on assignments given to them by their supervisors during their notice periods.<sup>56</sup>

According to Ms. Bordelon, terminated employees are not permitted to work elsewhere while receiving pay from GSU and she was not aware of any employee who left GSU during their notice period and still got paid by GSU. Ms. Bordelon stated that she had been employed by GSU for ten years and had never heard of an employee “getting paid by GSU to do nothing.”

Ms. Bordelon stated that if an employee resigns during their notice period, the employee is immediately terminated from GSU and does not receive payment for the remainder of their notice period. According to Ms. Bordelon, GSU stops paying employees who resign during their notice periods because the board regulations do not require terminated employees to be paid throughout the notice periods “no matter what.”

#### **f. GSU Visiting Professor and Senior Presidential Advisor Gebeyehu Ejigu**

On July 19, 2018 and July 31, 2018, the OEIG interviewed GSU Visiting Professor and Senior Presidential Advisor Gebeyehu Ejigu. Mr. Ejigu explained that he began working at GSU on June 1, 2007, as the Vice President for Administration and Finance and Chief of Staff, and worked in that position until January 2015. Mr. Ejigu said that following a six-month paid leave he became a visiting professor at GSU, but continued to intermittently provide oversight of the

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<sup>55</sup> The four notice of termination letters were addressed to [Former Director 1], [Former Employee 13], [Former Director 3], and another GSU employee who was never terminated by GSU.

<sup>56</sup> In her interview with investigators, [Former Director 1] stated she completed no work for GSU throughout almost her entire notice period.

administration and finance department.<sup>57</sup> Mr. Ejigu said that in the summer of 2017, when the Vice President of Administrative and Finance at GSU suddenly resigned, Ms. Maimon again asked Mr. Ejigu for help covering that position, and he assumed the position of Presidential Advisor.<sup>58</sup> Mr. Ejigu said that in January 2018, Ms. Maimon asked him to work on a special project and he worked from Arizona coordinating that project until mid-March 2018.<sup>59</sup>

Mr. Ejigu stated that part of his responsibilities as Vice President for Administration and Finance and Chief of Staff included providing advice to the president on recruitment and hiring in all GSU departments, except faculty. Mr. Ejigu stated he was also involved in the termination of senior staff, such as deans and vice presidents, and terminations of lower-level staff in the administration and finance department. Mr. Ejigu reported that even when his title was not Vice President for Administration and Finance and Chief of Staff, Ms. Maimon sought his advice on hiring, promotions, and termination issues at GSU.

Mr. Ejigu reported that he, Ms. Maimon, Ms. Kennedy, and Ms. Bradshaw were involved in changing the length of the notice period in 2010 and consulted with the president's cabinet and other university leadership groups when they were discussing the change. According to Mr. Ejigu, the notice period was shortened because they believed a one-year notice period was too long and the notice period was "excessive, expensive, and difficult to administer." Mr. Ejigu stated that because of the difficulty in administering the notice period, it could give rise to abuses.

Mr. Ejigu recalled that during the discussions about shortening the notice of termination period with Ms. Maimon, Ms. Kennedy, and Ms. Bradshaw, the potential for employees not working during their notice periods was discussed. However, Mr. Ejigu did not remember any specific abuse of the policy being brought to his attention. Mr. Ejigu acknowledged that the same potential problems exist when employees receive shorter notice periods but opined that there was more potential for abuse with longer notice periods. Mr. Ejigu did not recall any discussions about eliminating the notice period entirely.

According to Mr. Ejigu, employees terminated under the policy continue to receive the same pay and benefits from GSU during their notice periods. Mr. Ejigu stated that after receiving notice of their termination, some employees continue in their position on campus and other employees are assigned projects to complete off campus, but he maintained that either way, the general expectation is that all employees will have work to complete for GSU during their notice periods. Mr. Ejigu explained that whether a terminated employee works on campus or off campus during their notice period depends on the reason the employee was terminated and whether the employee would perform effectively after they were given notice of their termination.

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<sup>57</sup> Mr. Ejigu stated that in January 2015, the board granted him a fully paid six-month administrative leave so that he could prepare to step down to a faculty position. In June 2015, Mr. Ejigu began work as a visiting professor and taught two courses at GSU during the Fall 2015, Spring 2016, and Fall 2016 semesters.

<sup>58</sup> Mr. Ejigu reported that in May 2017, he sold his house in Illinois and moved to Arizona but continued to teach two online courses for GSU each semester; he said that when he took the Presidential Advisor position he moved into the dormitories on the GSU campus.

<sup>59</sup> Mr. Ejigu said he had taken paid time off from GSU since mid-March 2018 and did not have any duties or responsibilities at GSU as of the time of his interviews. Mr. Ejigu also stated he did not plan to return to work at GSU; he planned to retire from GSU and at the time of the interview had submitted his retirement paperwork to start that process. After his interviews, the OEIG learned that Mr. Ejigu retired from GSU effective August 31, 2018.

Mr. Ejigu stated that the type of assignments given to terminated employees during their notice periods depended on the employee's position at GSU. For example, Mr. Ejigu stated he had given terminated employees assignments such as researching and providing recommendations on their findings, which could be completed off campus. According to Mr. Ejigu, when terminated employees are given projects to complete from home they are required to report their progress to their supervisor. Mr. Ejigu stated his direct reports wrote weekly or monthly progress reports, but Mr. Ejigu did not know how other university-wide employees reported their progress.<sup>60</sup>

Mr. Ejigu informed investigators that even if an employee received a one-year notice of termination period, they may still be assigned off-campus projects instead of continuing in their position on campus. For example, Mr. Ejigu stated former [GSU] [Former Associate Vice President 2] was given a one-year notice of her termination. Mr. Ejigu stated that at the time of her notice of termination, [Former Associate Vice President 2] reported to the provost, but had previously reported to Mr. Ejigu. Thus, after receiving notice of her termination, [Former Associate Vice President 2] was given an assignment by Mr. Ejigu and the provost to evaluate GSU's student services policies and practices by researching other universities and developing recommendations regarding how GSU could learn from other universities. Mr. Ejigu said he assumed [Former Associate Vice President 2] worked on the assignment but did not know if she completed it because he only saw one progress report. Mr. Ejigu said he did not know if [Former Associate Vice President 2] reported the results of her research to the provost, if she worked throughout her entire notice period, or whether the provost followed up with [Former Associate Vice President 2] after she completed the first progress report. Mr. Ejigu said he believed [Former Associate Vice President 2]'s assignment was a full-time assignment but did not know whether [Former Associate Vice President 2] was given other assignments during her notice period.<sup>61</sup>

Mr. Ejigu reported that if a terminated employee finds other employment during their notice period, they would be required to notify GSU, they should be taken off GSU's payroll, and should stop receiving benefits from GSU as soon as their new employment is effective. Mr. Ejigu explained that the notice of termination letter informs the terminated employee that they must be available to GSU at all times during their notice period but stated he could not recall if the notice letter required the employee to inform GSU if they obtained other employment or whether terminated employees were given instructions, outside the termination letters, about whether they were required to work for GSU during their notice periods. Mr. Ejigu indicated that it was the supervisor's responsibility to follow-up with terminated employees to inquire whether they found other employment during their notice periods but did not know if there was a specific procedure at GSU which detailed that requirement.<sup>62</sup>

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<sup>60</sup> As detailed above, the OEIG requested from GSU reports, papers, or other work product submitted by 27 terminated employees during their notice periods. In response, GSU did not produce any progress reports submitted by the terminated employees.

<sup>61</sup> The only work product from [Former Associate Vice President 2]'s one-year notice period that GSU produced to the OEIG was a 19-page research paper regarding the implementation of an athletics program at GSU.

<sup>62</sup> As detailed above, during her interview with investigators, former [GSU] [Former Director 5] stated that before her termination she supervised other GSU employees and reported that there was no training for supervisors regarding terminations. [Former Director 5] stated that as a supervisor, she did not receive instructions to check on employees after they were terminated or provide them with assignments once they left campus to ensure they were "earning their severance money."

Mr. Ejigu explained that terminated employees are expected to continue to turn in timesheets during their notice periods because that is the only way that they will continue to be paid by GSU; Mr. Ejigu stated that the payroll department will not process an employee's pay without a timesheet. Mr. Ejigu stated that a terminated employee who was working on a special project at home during their notice period would fill out their timesheet as if they were working on campus. Mr. Ejigu explained that the expectation was that the terminated employee would work 7.5 hours each day but acknowledged that, aside from reviewing the work product submitted by the employee, there was no way to know if an employee working from home worked the hours reported on their timesheet. Mr. Ejigu stated that if a terminated employee obtains other employment, that employee is taken off the payroll and would not submit timesheets. Mr. Ejigu denied directing anyone to accept timesheets from terminated employees who stopped working for GSU and denied having a conversation with Ms. Maimon about employees continuing to submit timesheets after they stopped working at GSU.

Mr. Ejigu stated he did not have any involvement in the decision to have the employees who received notice of termination continue to submit timesheets if they were no longer working at GSU. Mr. Ejigu stated he did not have any involvement in the decision to pay terminated employees after they ceased working at GSU. Mr. Ejigu agreed that if GSU paid terminated employees who were not performing work for GSU during their notice periods, it was not a good use of State resources and provided no benefit to the State or its taxpayers.

#### **g. GSU President Elaine Maimon**

On September 11, 2018, the OEIG interviewed GSU President Elaine Maimon. Ms. Maimon stated she started as GSU's President on July 1, 2007; she reports to the board. According to Ms. Maimon, she is responsible for overseeing GSU and connecting GSU with donors and the community. Ms. Maimon stated that while she is involved in the termination of vice presidents and other "higher level" employees, she typically delegates the termination of other GSU employees to the Vice President for Administration and Finance and the General Counsel, who work in conjunction with HR.

Ms. Maimon stated she was familiar with the notice of termination without cause policy and explained that the policy was established by the board prior to her arrival at GSU; Ms. Maimon said she believed the policy was intended to be a humane way to terminate employees. Ms. Maimon stated that the board does not approve terminations with notice.

Ms. Maimon reported that Ms. Kennedy, Mr. Ejigu, and possibly [Former Trustee] were involved in shortening the length of the notice period in 2010. Ms. Maimon stated she reviewed the change at the time and was pleased with it. Ms. Maimon said that the policy was changed because the length of the original notice period was "overgenerous." Ms. Maimon explained that it was difficult having a disgruntled employee on campus for a year and it was not good for GSU to have disgruntled employees doing work for the university.

Ms. Maimon acknowledged that the language of the regulations did not state that employees did not have to complete work for GSU during their notice periods and stated that she

did not believe terminated employees should continue to receive their pay and benefits if they leave GSU employment. However, Ms. Maimon said she did not know whether the policy required terminated employees to complete work for GSU to receive payment and benefits during their notice periods and did not know whether a terminated employee would still receive their pay and benefits if they left GSU employment during their notice period. Ms. Maimon reported that she delegated the determination as to whether terminated GSU employees are required to continue completing work for GSU during their notice periods to the General Counsel and HR; Ms. Maimon stated she was not generally consulted about these issues because she is “just not in the weeds” on these matters. However, Ms. Maimon stated she was likely involved in some discussions with Mr. Ejigu about whether a few specific terminated employees should continue completing work for GSU during their notice periods; Ms. Maimon recalled having such discussions regarding former GSU employees [Former Vice President 3] and [Former Vice President 1].

Ms. Maimon stated that some terminated employees’ notice periods may have extended beyond what was provided in the regulations, but she would not have made those decisions. Instead, Ms. Maimon said that the terminated employee’s direct supervisor would make that determination in consultation with HR, the General Counsel, and the Vice President for Administration and Finance. Ms. Maimon confirmed that she signed some of the notice of termination letters but did not know if every termination with notice letter had her signature.<sup>63</sup>

Ms. Maimon stated she assumed, and Ms. Kennedy interpreted the regulations to mean, that terminated employees were paid during their notice periods. However, Ms. Maimon said she did not know whether employees who receive notice of their termination continue to receive the same amount of pay and benefits during their notice periods; Ms. Maimon stated she delegates those matters to her staff. Ms. Maimon did not know whether terminated employees are informed that they need to notify GSU if they obtain other employment after they receive notice of their termination, or whether terminated employees were subject to the outside employment policy during their notice periods.<sup>64</sup> Ms. Maimon denied directing anyone to accept timesheets from employees who stopped completing work for GSU.

Ms. Maimon stated she did not believe GSU has a specific severance policy but reported that GSU generally negotiates severance agreements with senior-level terminated employees to prevent lawsuits.

Ms. Maimon acknowledged that she signed notice of termination letters for former employees, including [Former Director 1], [Former Employee 10], [Former Employee 11], [Former Employee 14], [Former Director 3], and Joyce Coleman. Ms. Maimon explained that she signed the notice of termination letters because when the General Counsel places something in

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<sup>63</sup> Ms. Maimon reported that no one is permitted to use her signature stamp without “direct written permission” and stated she did not recall authorizing anyone, including her direct reports, to sign her name on the termination with notice letters.

<sup>64</sup> GSU’s outside employment policy states: “An employee’s participation in outside employment must be consistent with the employee’s obligation to the Board as the primary employer and is subject to such conditions as may be imposed by federal or state law or the terms of a collective bargaining agreement. The President shall establish guidelines concerning outside employment.” Section II A, 15. In response to a request by the OEIG to produce the guidelines established by the president concerning outside employment, GSU’s Ethics Officer directed investigators back to the Board of Trustee regulations.

front of her, she assumes that all of the necessary rules have been followed and she signs it. Ms. Maimon stated she had never seen [Former Director 1]’s resignation letter and did not know whether [Former Director 1] completed any work for GSU after she found other employment. Ms. Maimon stated she was not aware that [Former Director 1] continued to get paid by GSU after she stopped completing work for GSU and found other employment. Ms. Maimon explained that there are always instances where the good of the university may require an employee to stop working, which she opined could explain the language in these termination letters that advised the employees not to exercise any function of their position during their notice periods. Ms. Maimon did not know why the language of the other termination letters directed the employees to continue to fulfill the functions of their position during their notice periods; Ms. Maimon did not know whether, aside from the termination with notice letters, employees were ever given verbal instructions about whether they were required to work during their notice periods.

Ms. Maimon stated that she was not aware of any other GSU employees who continued to receive payment and benefits after they stopped completing work for GSU or any employees who continued to submit timesheets after they received notice of their termination and ceased working at GSU. Ms. Maimon stated that as the President of GSU, she cannot function if she is “in the weeds,” so she delegates responsibilities to her staff and must depend on supervisors and HR to do their jobs. Ms. Maimon reiterated that if the General Counsel puts something in front of her to sign, she signs it under the assumption that it has been “vetted” and the rules have been followed.

Investigators asked Ms. Maimon whether she thought it was a good use of State resources to pay employees who were given notices of termination, if many of those employees were not performing work during their notice periods. Ms. Maimon stated she “did not accept” that terminated employees were not doing “any work” for GSU. Ms. Maimon also opined that the cost of failing to terminate some of the employees should be considered and compared with what GSU could have spent on lawsuits to contest terminations for cause. Ms. Maimon also noted that GSU had gone through the “worst budget impasse” and the decisions must be seen “in that context.”

## **9. Amendment to the Notice of Termination Policy**

On October 12, 2018, approximately one month after Ms. Maimon was interviewed in this investigation, the GSU Board of Trustees passed a resolution approving an amendment to the termination with notice regulation due to “timing considerations and the nature of the subject matter.” The amendment eliminated the notice requirement for terminations. Instead, for all terminations the amended regulation states: “All at-will employees employed by the Board shall serve at the pleasure of the President and may be terminated with or without cause,”<sup>65</sup> but “[t]ermination of at-will university employees shall require a pre-termination review by the Department of Human Resources.”<sup>66</sup> Further, the amended regulation states that “[u]pon termination, an at-will employee may be offered severance pay based on the individual circumstances of the termination provided the employee signs a separation agreement which, among things [sic], shall include a release of all potential claims to the fullest extent allowed by law.”<sup>67</sup>

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<sup>65</sup> Governors State University Board of Trustees Regulations, Section II B.4.b.ii (amended October 12, 2018).

<sup>66</sup> Governors State University Board of Trustees Regulations, Section II B.4.b.iii (amended October 12, 2018).

<sup>67</sup> Governors State University Board of Trustees Regulations, Section II B.4.b.iv (amended October 12, 2018).

#### IV. ANALYSIS

This investigation revealed that GSU had a practice of paying at-will employees after they were terminated without cause regardless of the circumstances. While these at-will employees were entitled to certain advance notice of their termination, neither the termination with notice policy nor their employment contracts imposed an obligation on GSU to pay them following their termination if they were not doing work for GSU. Rather than determining on a case-by-case basis whether severance pay was appropriate, GSU continued to pay these terminated employees, sometimes for up to a year, even if they completed no work, or only minimal work, for the university.

GSU paid over 1.5 million dollars to 33 at-will employees after they were terminated without cause. The OEIG interviewed 14 of those individuals who all said that they did no work for GSU after their termination, except for three who said that they did not have to report to work but were given at least one assignment while at home. Many former employees said it was common knowledge that GSU paid terminated employees without requiring them to work. When asked for any work product produced after these employees had been terminated, GSU could only produce a scant showing of some news articles that two employees purportedly had a hand in compiling and a few papers written by two other individuals. While GSU did not require these terminated employees to keep working for pay, it appears that these employees were required to submit timesheets falsifying their work status.

Besides receiving instruction to submit false timesheets, most employees received little to no direction from GSU following their termination; the minimal instruction provided to terminated employees was inconsistent and often contradictory. For example, 19 employees received termination letters directing them to cease the functions of their positions but remain available upon request for any assignments; 8 employees received termination letters that were wholly silent as to whether they were expected to work during their notice periods; and only 4 employees received termination letters directing them to continue working. Some employees were verbally instructed to stop reporting to work but remain at home on standby for any assignments, but were not informed what assignments they could expect, whether they were required to submit work product to their supervisors, or any other details. Most employees did not even receive that instruction; no employee received instruction from GSU regarding whether they were prohibited from accepting other employment during their notice period or whether they were required to inform GSU if they accepted other employment during their notice period.

Further, no specific GSU administrator was tasked with effectuating terminations. Terminated employees received notice of their termination from various GSU employees; from their immediate supervisors or HR staff. Although certain administrators claimed that they were consulted regarding terminations, no one took ownership of the task or indicated that they were primarily responsible. Importantly, the OEIG also received no information to suggest that anyone at GSU conducted a case-by-case analysis to determine whether each employee should be paid following their termination. There is no evidence to suggest that anyone at GSU actually assessed any particular employee's litigation potential or considered whether there was a threat of litigation. It also does not appear that GSU required employees who were terminated under the notice policy

and ceased working for the university to sign a release protecting the university from future litigation until the recent amendment. Thus, it appears GSU was not strategically using this practice to protect the university or to gain some discernable benefit for GSU.

These failures resulted in terminated at-will employees being paid without ensuring that they were deserving of such pay. Not only did these at-will employees receive their salary from GSU following their termination, but they also received any salary increase imposed during their notice periods and continued to accrue benefits. GSU received no benefit from paying these individuals as they completed little to no work for the university during their notice period; in [Former Director 1]'s case, GSU continued her pay even after she resigned from the university and informed GSU she accepted other employment.

In addition, the decision to continue paying these employees following their terminations was not made in a transparent manner. Terminated employees were directed to submit timesheets after their termination falsely attesting to the fact that they were working full time hours. Most of the terminated employees interviewed in this investigation did not do any work; while some completed minimal work, by no means did any of them work full time. This requirement not only caused terminated employees to repeatedly make false statements, but it was not necessary in order for continued payment. According to [Payroll] [Employee 1], salaried employees continue to be paid without timesheets until a date of termination was entered by HR. Thus, requiring these terminated employees to submit timesheets when they were not working made it appear to the payroll department, and potentially other departments, that these employees were continuing to conduct full time work for GSU, rather than indicating their true status as terminated and providing severance pay, if necessary.

At all times relevant to this investigation, Ms. Maimon has served as GSU's President, overseeing institutional management at GSU. All the 33 employees listed in the charts above were given notice of their termination from GSU during Ms. Maimon's presidency, with each employee receiving a notice of termination letter that bore a signature in the name of Ms. Maimon. During her interview with OEIG investigators, Ms. Maimon claimed that she is "just not in the weeds" on termination matters, stating she did not know whether terminated employees needed to complete work for GSU to earn their continued pay, did not know whether employees who receive notice of their termination continue to receive the same amount of pay and benefits during their notice periods, did not know why the termination letters contained inconsistent language, did not know whether, aside from the letters, employees were given verbal instructions about whether they were required to work during their notice periods, did not know whether terminated employees needed to inform GSU if they obtained other employment during their notice period, and did not know whether terminated employees were subject to the outside employment policy during their notice periods.

Ms. Maimon stated that she was involved in the termination of vice presidents and other "higher level" employees, but that she delegated the termination of other GSU employees to the Vice President for Administration and Finance, General Counsel, and HR. However, during their interviews with OEIG investigators, those staff to whom Ms. Maimon allegedly delegated these decisions seemed unaware of such delegation:

- In her interview with investigators, General Counsel Ms. Kennedy stated that she did not independently make termination decisions and was only consulted on major terminations; Vice President for Administration and Finance Mr. Ejigu acknowledged that he was involved in the termination of senior staff and lower-level staff in the administration and finance department, but stated he was only consulted on other terminations.
- In their interviews with investigators, Ms. Bradshaw and Ms. Coleman from the HR department stated they merely explained the termination process to terminated employees but were not the decision makers for terminations.

Ms. Maimon claimed that she delegated the determination of whether terminated employees were required to work for GSU to earn their continued pay to the employee's supervisors, who were supposed to make those decisions in conjunction with both the General Counsel and HR. Again, during their interviews with OEIG investigators, those staff to whom Ms. Maimon allegedly delegated these decisions seemed unaware of such delegation:

- In her interview with investigators, Ms. Kennedy denied participating in the decision to pay terminated employees without requiring them to work.
- In their interviews with investigators, Ms. Bradshaw and Ms. Coleman stated that GSU's practice was to pay terminated employees regardless of whether they completed work for GSU, but indicated they were merely following GSU's practice by effectuating that practice.

As university president, it was Ms. Maimon's responsibility to ensure that terminations were conducted appropriately and in a sound fiscal manner without requiring the submission of false statements. Proper guidance, detailed policies, and/or effective delegation and direction can be a meaningful step in this direction. No one at GSU believed it was their responsibility to be in charge of terminations. Similarly, no one took any action to establish a system of accountability for terminated employees who were required to complete work from home during their notice periods or ensure that supervisors understood when terminated employees were required to complete work from home during their notice periods. It is unclear whether Ms. Maimon delegated these responsibilities and then failed to ensure that her staff was functionally appropriately, or whether she simply failed to implement an appropriate procedure herself.

The OEIG acknowledges that terminations are often business decisions appropriately handled by GSU and its administration. It is therefore reasonable for GSU to terminate employees and pay severance when necessary and appropriate. However, those decisions must be justified and made within reasonable parameters, carefully balanced against GSU's obligation to provide good value for the taxpayer funds that help pay the employees' salaries, and made by following a uniform and transparent process that is clearly communicated to all staff tasked with effectuating it. GSU failed to employ such a decision-making process.

For these reasons, the allegation that GSU and Ms. Maimon mismanaged the termination of numerous at-will employees including [Former Director 1], is **FOUNDED**.<sup>68</sup>

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<sup>68</sup> The OEIG concludes that an allegation is "founded" when it has determined that there is reasonable cause to believe that a violation of law or policy has occurred, or that there has been fraud, waste, mismanagement, misconduct, nonfeasance, misfeasance, or malfeasance.

## V. FINDING AND RECOMMENDATIONS

As a result of its investigation, the OEIG finds that **THERE IS REASONABLE CAUSE TO ISSUE THE FOLLOWING FINDING:**

- **FOUNDED** – GSU and GSU President Elaine Maimon mismanaged the termination of [Former Director 1], and terminations of numerous other at-will employees.

Based on this finding, the OEIG recommends that the GSU Board of Trustees take whatever action it deems appropriate regarding Ms. Maimon.

The OEIG also recommends that GSU ensure timesheets are not falsely submitted by employees no longer conducting work for GSU.

The OEIG further recommends implementing a policy that comports with the Government Severance Pay Act.<sup>69</sup> As noted above, GSU's Board of Trustees recently replaced the notice of termination policy with a severance policy. The GSU policy, however, does not contain limitations now required for universities when awarding severance pay under employment contracts. For example, beginning in 2019, the Government Severance Pay Act requires universities entering into employment contracts or agreements that include a provision for severance pay to limit potential severance to 20 weeks of compensation and prohibits severance pay when the employee has been fired for misconduct. GSU should work to ensure its policy and its contract language incorporate these changes in the law.

The OEIG also recommends the implementation of consistent termination practices and/or procedures to ensure terminations of at-will employees are being effectuated in an appropriate, consistent, and transparent manner. This should include proper oversight of decisions regarding termination and appropriate training for those delegated with the task of implementing terminations.

No further investigative action is needed and this case is considered closed.

Date: February 22, 2019

Office of Executive Inspector General  
for the Agencies of the Illinois Governor  
69 W. Washington Street, Ste. 3400  
Chicago, IL 60602

By: **Kelly Fasbinder, #146**  
Assistant Inspector General

**Kathryn Schwass, #138**  
Investigator

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<sup>69</sup> 5 ILCS 415/10 (effective January 1, 2019).

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March 7, 2019

MARK S. JAMIL  
CHRISTOPHER J. HALES  
LARISA L. ELIZONDO  
MARTIN T. BURNS  
SARAH A. BOECKMAN  
SUSAN D. STEFFY

***Via Email Transmission***

Office of Executive Inspector General  
For the Agencies of the Illinois Governor  
Attn: Fallon Opperman, Deputy Inspector General  
69 W. Washington Street  
Suite 3400  
Chicago, Illinois 60602  
[REDACTED]

Re: OEIG Case Number 17-01703

Dear Ms. Opperman:

This letter is to confirm that this firm represents the governing board of Governors State University (the "Board") in connection with the referenced matter and, as such, we have been provided with a copy of the Office of Executive Inspector General's (the "OEIG") Final Summary Report received by the Board on February 25, 2019.

Consistent with my voicemail message and your return message, we hereby request, on behalf of the Board, an extension of time until on or before **April 30, 2019**, in order for the Board to complete and return the Ultimate Jurisdictional Authority Response Form ("Response"). Due to scheduling issues, we are not certain as to when we can convene a Board meeting with the requisite quorum of members being present. Please be assured that we are working in good faith to schedule such a meeting so that the Board can prepare its Response.

If the OEIG objects to this request for an extension of time, please do not hesitate to reach out to the undersigned.

Very truly yours,

**BURKE BURNS & PINELLI, LTD.**

Mary Patricia Burns

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April 30, 2019

***Via Email Transmission***

Office of Executive Inspector General  
For the Agencies of the Illinois Governor  
Attn: Fallon Opperman, Deputy Inspector General  
69 W. Washington Street  
Suite 3400  
Chicago, Illinois 60602  
[REDACTED]

Re: OEIG Case Number 17-01703

Dear Ms. Opperman:

As you know, this firm represents the governing board of Governors State University (the "Board") in connection with the above-referenced matter and, as such, we have been provided with a copy of the Office of Executive Inspector General's (the "OEIG") Final Summary Report received by the Board on February 25, 2019.

On March 7, 2019, I sent you a written request, on behalf of the Board, for an extension of time until on or before April 30, 2019, in order for the Board to have sufficient time to convene a Board meeting with the requisite quorum of members to discuss the OEIG Final Summary Report and provide direction to complete and return the Ultimate Jurisdictional Authority Response Form (the "Response").

Enclosed please find the completed Response on behalf of the Board. As you will note in reviewing the Response, the Board is requesting an additional time-period of ninety (90) days in order to take steps to implement certain policies and procedures required in order to address the findings and recommendations provided by the OEIG in its Final Summary Report. The Board is currently experiencing a transition of its Members due to the expiration of individual Members' appointment terms. The Governor's office has indicated that it is reviewing potential appointments to the Board but such appointments could take several weeks or months. As such, the Board has been hampered in scheduling Board meetings with the requisite quorum of Members required to take action pursuant to the Open Meetings Act. The prior Board in effect on the date of receipt of

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the Final Summary Report indicated its commitment to working in good faith to implement the necessary policies and procedures to address the findings and recommendations of the OEIG Final Summary Report. We expect a future Board will conclude the same. **Consistent with enclosed Response, the Board shall submit a Response to the OEIG on or before July 29, 2019.**

If the OEIG objects to this request for an extension of time or has any questions or concerns about what remedial actions the Board is considering, please do not hesitate to reach out to the undersigned.

Very truly yours,

~~BURKE BURNS & PINELLI, LTD.~~

~~Mary Patricia Burns~~

Enclosure.



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September 20, 2019

***Via Email Transmission***

Office of Executive Inspector General  
For the Agencies of the Illinois Governor  
Attn: Fallon Opperman, Deputy Inspector General  
69 W. Washington Street  
Suite 3400  
Chicago, Illinois 60602  
[REDACTED]

Re: OEIG Case Number 17-01703

Dear Ms. Opperman:

As you know, this firm represents the governing board (the "Board") of Governors State University (the "University") in connection with the above-referenced matter and, as such, we have been provided with a copy of the Office of Executive Inspector General's (the "OEIG") Final Summary Report received by the Board on February 25, 2019 (the "Report").

On April 30, 2019, we submitted the Ultimate Jurisdictional Authority Response Form (the "Response"), on behalf of the Board. The Response requested an additional time-period of ninety (90) days, on or before July 29, 2019, to address the findings and recommendations provided by the OEIG in its Report. As previously noted, the Board was experiencing a transition of its Members due to the expiration of individual Members' appointment terms and the Governor's appointment of new Trustees on July 26, 2019. On July 29, 2019, we requested an additional time-period of sixty (60) days, on or before September 27, 2019, in order for the newly appointed Board to meet and discuss what steps it planned to take to address the findings and recommendations provided in the Report.

This correspondence represents the Board's final response to the Report. It is important to note that the current Board Members were recently appointed and did not serve during the period that was the focus of the OEIG's investigation. The University has taken the following actions, including counseling, communicating and working with the Interim Human Resources Director to

address the findings made in the Report and the need for process improvements to ensure consistent termination procedures consistent with applicable law:

- With respect to the OEIG's recommendation involving implementing a policy incorporating the Government Severance Pay Act, at its August 30, 2019 Board meeting, the Board approved the revision to the Board Regulation Section II.B.4.b.v. to specifically incorporate the limitations and requirements of the Illinois Government Severance Pay Act (5 ILCS 415/1 *et seq.*) to any severance pay for at-will and contractual employees of the University.
- In the Report, the OEIG also recommended that the University ensure timesheets are not falsely submitted by employees no longer conducting work for the University. The University requires all employees to abide by the State Ethics Act including, but not limited to, Section 5-5 requiring each State employee to submit time sheets documenting the time spent on official State business to the nearest quarter hour. (5 ILCS 430/5-5). This requirement is specifically referenced in the University's payroll website utilized by University employees to process time records. In response to the recommendation, the Interim General Counsel is preparing a policy that will prohibit University employees from submitting time sheets when the employee is no longer conducting work for the University. The policy will also prohibit supervisors from approving timesheets when the supervisor is aware, or should be aware, that the employee was not conducting work for the University. The policy will incorporate annual training requirements to ensure the submission of accurate time sheets. Violation of the policy will result in disciplinary action up to, and including, termination. The University is also in the process of hiring a permanent Human Resources Director. The job description for that position will require that the Human Resources Director be directly responsible for implementing the timesheet policy as enacted by the University.
- With respect to the OEIG's recommendation regarding the implementation of consistent termination practices and/or procedures, the University is in the process of hiring a new General Counsel and a permanent Human Resources Director to jointly oversee the implementation of appropriate, transparent and consistent termination practices and procedures. A process will be initiated with respect to the selection and hiring of a Human Resources Director with the necessary skills and experience to implement comprehensive process improvements and policy upgrades as necessary and appropriate to ensure termination practices and procedures that are consistent with best practices for public universities, and specifically Illinois universities. A process has also been initiated for the search for the new General Counsel. The job description for the General Counsel position specifically incorporates experience in reviewing termination decisions consistent with State law and positions the responsibility for overseeing the University's termination practices and procedures directly with the General Counsel. The

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Human Resources Director and General Counsel will be directly responsible for administering the revised Board Regulation Sections II.B.4.b.iv-v that address a consistent termination procedure incorporating the limitations and requirements of the Illinois Government Severance Pay Act. The Board is confident that those hiring decisions will be instrumental for the University to implement the OEIG's recommendation for consistent and transparent termination procedures.

- At its September 12, 2019 Board meeting, the Board announced that it was forming an executive search committee to begin the process of selecting the University's next President by June, 2020, due to the June 30, 2020 expiration date of the current contract between the University and Dr. Elaine Maimon. The Board is committed to ensuring that the search committee membership reflects the diverse interests of the GSU community. Board Members are confident that the search committee will be successful in identifying the University's next President to lead the University in its mission of offering an exceptional and accessible education that prepares students with the knowledge, skills and confidence to succeed in a global society. The new leadership will ensure a continuation of the prudent policies and best practices implemented by the Board stemming from the OEIG recommendations outlined in the Report.

This constitutes the Board's final response to the OEIG Report. Please feel free to contact me with any questions or additional requests. Thank you for your consideration.

Very truly yours,

**BURKE BURNS & PINELLI, LTD.**

Mary Patricia Burns

CC:

Lisa M. Harrell, Board Chair  
Kevin Brookins, Board Vice-Chair  
Jim Kvedaras, Board Secretary  
Angela Hickey, Board Trustee  
John Brudnak, Board Trustee  
Anibal Taboas, Board Trustee  
Pedro Cevallos-Candau, Board Trustee  
Lester Van Moody, Board Student Trustee