

SEPARATION AND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SEPARATION AND AMENDMENT TO EMPLOYMENT AGREEMENT (the “Amendment”) is made as of the 8th day of June, 2022 (the “Effective Date”), by and between THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM (the “Board”), for the benefit of COLORADO STATE UNIVERSITY (“CSU” or the “University”) on one hand, and JOYCE MCCONNELL (“McConnell”) on the other hand (collectively, the “Parties”).

WHEREAS, the Parties entered into that certain Employment Agreement effective July 1, 2019, (the “Employment Agreement”); and

WHEREAS, the Parties desire to amend certain terms of the Employment Agreement in order to amicably and mutually separate and end McConnell’s employment at the University.

NOW, THEREFORE, in consideration of the promises, mutual covenants, the above recitals, and the agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following amendments to the Employment Agreement.

A. Employment; Term. Section 1 of the Employment Agreement is deleted and replaced with the following:

1. Employment as President. Before the Effective Date, the Board employed McConnell as the President of the University, and the Parties mutually agree to separate and end McConnell’s employment with the University on June 30, 2022. Accordingly, the Agreement shall terminate on June 30, 2022 (the “Contract Ending Date”).

B. Resignation of Tenured Faculty Position. Section 2(c) of the Employment Agreement is deleted and replaced with the following:

(c) Tenured Professor. Before the Effective Date, McConnell simultaneously held a faculty position as a tenured full Professor in the Department of Human Dimensions of Natural Resources in the Warner College of Natural Resources. Effective as of June 30, 2022, McConnell hereby resigns her faculty position as a tenured full Professor in the Department of Human Dimensions of Natural Resources.

C. Termination. Section 4 of the Employment Agreement, including all subsections therein, is deleted and replaced with the following:

4. Employment Period; Termination. This Employment Agreement shall terminate and expire on June 30, 2022. All provisions that impose obligations continuing in their nature and that must survive in order to give effect to their meaning, including but not limited to the provisions of Sections 5 and 6, shall survive the termination of this Employment Agreement.

D. Mutual Non-Disparagement. Section 6 of the Employment Agreement is deleted and replaced with the following:

6. Mutual Non-Disparagement; Joint Statement. After the Effective Date and continuing thereafter following the Contract Ending Date, McConnell, on the one hand, and the Board and Chancellor, on the other hand, agree not to make or disseminate any statement that disparages the other, or reflects negatively upon, McConnell, the Board, the Chancellor, the University, or individual Board members, the Board's officers, System staff, and employees. Other than the statement immediately below, the Parties agree that neither McConnell nor the Board or Chancellor, nor their respective attorneys or other representatives will publically comment about McConnell's departure, other than an expression of appreciation to each other when appropriate.

Upon execution of this Amendment, the Parties agree the following statement will be made by the Board announcing the separation.

“After much deliberation, the Board of Governors of the Colorado State University System and President Joyce McConnell have decided to part ways and President McConnell will be leaving CSU as of June 30, 2022. President McConnell expresses her sincere appreciation for the opportunity to serve as the 15th and first woman President of CSU and that it has been one of the highest honors of her professional career. In the following days, the Board and President McConnell will be working to ensure a smooth transition as the board embarks on its search for her replacement. The Board thanks President McConnell for her efforts leading the university, particularly during challenging and unprecedented times. The Board wishes President McConnell all the best in her future endeavors.”

The Parties agree the obligations stated in Section 6 survive termination of the Employment Agreement.

E. Consideration for Mutual Separation and Amending the Employment Agreement. This new Section 10 is added to the Employment Agreement. For any conflict between this new Section 10 and any other provision of the Employment Agreement, this new Section 10 will control.

10. Consideration for Mutual Separation and Amending the Employment Agreement.

a. Consideration for Mutual Separation and Contract Amendment Payment. In consideration for reducing the term of the Employment Agreement to the amended Contract Ending Date of June 30, 2022, and for the mutual agreement by McConnell and the Board to release each other from any prior obligations related to an early termination of the Employment Agreement, no later than July 1, 2022, the Board agrees to pay McConnell

the total amount of \$1,572,725, subject to any necessary withholdings. The Board makes no representation regarding possible personal income tax consequences related to this payment, and McConnell shall be responsible for payment of any such tax owed by her related to this payment.

b. Mutual Waiver and Release. McConnell, on behalf of herself, her heirs, personal representatives, successors, and assigns (collectively, the “McConnell Releasors”) hereby jointly and severally fully and forever release, acquit, and discharge the Board, and its successors, assigns, employees, agents, attorneys, and related entities, including but not limited to the individual members of the Board of Governors, the CSU System, and the University, and their respective heirs, personal representatives, attorneys, employees, agents, successors and assigns (each a “CSUS Releasee” and collectively “CSUS Releasees”), of and from any and all claims, counterclaims, and causes of action waivable by law, regardless of the nature or origin of the claim and whether such claims are known or unknown to the Parties as of the Effective Date, that the McConnell Releasors, jointly and severally, ever had, now have, or hereafter can, shall or may have against the CSUS Releasees, jointly and severally, arising out of or in connection with McConnell’s employment by the Board, including McConnell’s separation from her employment by the Board up to the Effective Date. This release includes, but is not limited to: all claims waivable by law based on McConnell’s employment by and separation from the Board, including all waivable claims arising under or in connection with the Employment Agreement, the Colorado Anti-Discrimination Act of 1957, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991, as amended; the Civil Rights Act of 1866 and 1871, as amended; the Equal Pay Act; the Family and Medical Leave Act; the National Labor Relations Act; the Occupational Safety and Health Act, the Older Workers Benefit Protection Act of 1990; the Rehabilitation Act of 1973; Executive Order 11246; the Colorado Civil Rights Act; the Colorado Labor Peace Act; the Employee Retirement Income Security Act of 1974, as amended; claims of retaliation, attorneys’ fees and costs; claims under 42 U.S.C. § 1981, § 1981a, § 1983, § 1985, or § 1988; claims under the Worker Adjustment and Retraining Notification Act; or any other applicable federal, state, or local statute or ordinance, for tort, breach of express or implied employment contract, interference with contract, wrongful discharge, including claims founded on violation of public policy, whistleblower claims, intentional infliction of emotional distress, and defamation or injuries incurred as a result of loss of employment, or any other claim relating to employment, excluding claims for workers’ compensation benefits and claims under the Fair Labor Standards Act of 1938, as amended. McConnell understands with respect to any rights or claims that she has or may have arising under the Age Discrimination in Employment Act, 29 U.S.C. 621, *et seq.* (“Age Claim”), such a claim is released by this Agreement. McConnell acknowledges that she has been informed that she should consult with an attorney before signing this Agreement.


The CSUS Releasees, on behalf of their personal representatives, successors, and assigns (collectively, the “CSUS Releasors”) hereby jointly and severally fully and forever release, acquit, and discharge McConnell, her successors, assigns, employees, agents, and attorneys, (collectively, the “McConnell Releasees”), of and from any and all claims, counterclaims, and causes of action waivable by law, regardless of the nature or origin of the claim and whether such claims are known or unknown to the Parties as of the Effective Date, that the CSUS

Releasers, jointly and severally, ever had, now have, or hereafter can, shall or may have against the McConnell Releasees, jointly and severally, arising out of or in connection with McConnell's employment by the Board, including McConnell's separation from her employment by the Board. This release includes, but is not limited to: all claims waivable by law based on McConnell's employment by and separation from the Board.

c. Open Records Act and Other Releases Provided by Law. McConnell understands and agrees that, upon a valid request made pursuant to applicable public disclosure laws, including without limitation, the provisions of C.R.S. § 24-72-201, *et seq.* the Colorado Open Records Act, the Board is obligated to provide requesting persons a copy of this Employment Agreement and any amendments, or other information that may be related to McConnell that is subject to the Colorado Open Records Act. McConnell agrees that she will not hold the CSUS Releasees liable for any information released in compliance with applicable law, including the Colorado Open Records Act, and the release of any such information in accordance with applicable law shall not constitute a violation of the University's obligations, including Section 7.b. herein.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SEPARATION AND AMENDMENT TO THE EMPLOYMENT AGREEMENT AS OF THE DAY AND YEAR SET FORTH FIRST ABOVE.

JOYCE MCCONNELL


Signed: 
Joyce McConnell

Date: Jun 8, 2022

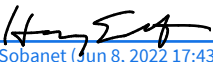
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM

By: 
Anthony Frank (Jun 8, 2022 17:41 MDT)
Dr. Tony Frank, Chancellor
Colorado State University System

LEGAL SUFFICIENCY:

By: 
Jason L. Johnson
General Counsel
Colorado State University System

COLORADO STATE UNIVERSITY SYSTEM:


Henry Sobanet (Jun 8, 2022 17:43 MDT)
Henry Sobanet
Senior Vice Chancellor and Chief Financial Officer

Date: Jun 8, 2022