

UNIVERSITY OF CONNECTICUT
PRESIDENT’S FIRST AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

This University of Connecticut President’s First Amended and Restated Employment Agreement ("**Agreement**") between the Board of Trustees of the University of Connecticut ("**The Board**") and Susan Herbst ("**Herbst**") becomes effective upon signature by both parties and is effective as of January 1, 2015 (the "**Effective Date**"). As of the Effective Date, it supersedes and replaces the President’s Employment Agreement made between the Board and Herbst executed December 20, 2010 (the "**Original Agreement**") and any and all other agreements or understandings related to the subject matter of this Agreement.

1.0 Appointment as President

- 1.1 The Board appoints and employs Susan Herbst to be the President of the University of Connecticut ("**University**"), to serve as the chief executive officer of the University under policies, supervision, and the direction of the Board. Herbst accepts and agrees to such employment.
- 1.2 Herbst shall perform all duties required by law, by this Agreement, and by custom and practice to be performed by a college president including, but not limited to:
 - 1.2.1 Institutional, faculty, and educational leadership;
 - 1.2.2 Long-range and strategic planning;
 - 1.2.3 Prudent planning and management of the University’s financial resources;
 - 1.2.4 Implementation and enforcement of regulations, rules, and procedures useful for the welfare of the University;
 - 1.2.5 Fundraising and development;
 - 1.2.6 Promoting public, legislative and alumni relations;
 - 1.2.7 Attending University-sponsored artistic, cultural and athletic events.

2.0 Devote Best Efforts to the Work as The President

- 2.1 Herbst agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote full-time attention and energies to the duties as the President of the University.
- 2.2 Such duties shall be rendered at the campuses of the University and at such other place or places as the Board or Herbst shall deem appropriate for the interest, needs, business, or opportunity of the University.
- 2.3 The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the Board under the provisions of this Agreement.
- 2.4 Herbst shall not, without prior written permission from the Chair of the Board, render services of any professional nature to or for any person or firm for remuneration other than to the Board and shall absolutely not engage in any activity that may be competitive with and adverse to the interest of the Board, subject to the University's consulting rules and policies. Engaging in passive and personal investments and conducting private business affairs shall not be prohibited hereunder.

3.0 Term of Appointment, Renewal and Termination Without Cause

- 3.1 This appointment is a twelve-month managerial position, which will begin January 1, 2015 and end on June 30, 2019, unless terminated earlier or renewed as provided for herein.
- 3.2 This appointment is for a term of four and one-half (4.5) years and is subject to renewal for any period the parties agree upon. Said renewal shall be agreed to in writing by January 15, 2019, or such other date as may be agreed to in writing by the parties.
- 3.3 Either party may terminate this Agreement and Herbst's appointment without cause by providing the other party at least sixty (60) days written notice. The other party may waive said written notice in writing.

- 3.3.1 In the event Herbst terminates this Agreement and Herbst's appointment as President and resigns her employment as a tenured faculty member at the University she shall be paid all of the salary and benefits which have accrued as of the effective date of termination but will not be entitled to any further salary or benefits under this Agreement after the effective date of termination.
- 3.3.2 In the event Herbst terminates this Agreement and Herbst's appointment as President but retains her employment as a tenured faculty member, then she shall be entitled to the Post Presidency benefits specified in section 15 of this Agreement, provided that if she has not completed at least five years of service as President of the University, she shall not receive the sabbatical provided in section 15.
- 3.3.3 In the event the University terminates this Agreement and Herbst's appointment as President pursuant to this section, then on or before the effective date of termination, Herbst shall elect to receive either the post-presidency benefits as provided in section 15, or the salary set forth in section 5.1 for the balance of the year. Herbst shall not be entitled to receive any of the incentives and benefits set forth in sections 5.2, 5.3, 5.4, 5.5, 6, 7, 8, 9, 10, 11, 13 (except as required by law or any existing University policies governing benefits available to all managerial employees) and 14 herein, past the effective date of termination of her appointment as President.

4.0 Termination for Cause

- 4.1 Termination by University for Cause: The parties agree that the Board may terminate this Agreement and Herbst's appointment as President at any time for cause, which shall include the following:
 - 4.1.1 A deliberate or serious violation of the duties set forth in this Agreement, or refusal or unwillingness to perform such duties in good faith and to the best of Herbst's abilities;

- 4.1.2 A violation by Herbst of any of the terms and conditions of this Agreement that is not remedied after thirty (30) days' written notice thereof to Herbst;
- 4.1.3 Any conduct of Herbst that fails to maintain high moral and ethical standards or might bring public disrespect, contempt, or ridicule upon the University;
- 4.1.4 A deliberate or serious violation of any law, rule, regulation, Constitutional provision, or bylaw of the University, or local, State, or federal law, which violation may, in the sole judgment of the Board, reflects adversely upon the University;
- 4.1.5 Prolonged absence from duty without the Board's consent;
- 4.1.6 If Herbst becomes totally disabled, or totally incapacitated, or incapable of carrying out the duties of the President, as defined by the University;
- 4.1.7 If the Board deems Herbst disabled, totally incapacitated, or incapable of carrying out the duties of the President, the Board reserves the right to require Herbst to submit to a medical examination, either physical or mental. Such examination shall be performed by a physician licensed to practice medicine, selected, and paid for the by the Board;
- 4.2 If Herbst dies or becomes incapable of carrying out the duties of the office of the President, due to permanent disability or incapacity and is terminated, the Board shall be liable to Herbst or Herbst's personal representative, as the case may be, for any accrued but unpaid compensation, together with a proportionate part of any other benefits due and payable to Herbst, or personal representative, as the case may be, by reason of death or incapacity during employment by the Board.
- 4.3 If Herbst is terminated as President for cause for reasons other than those specified in Section 4.2 then this Agreement shall be terminated and specifically she shall not be entitled to the benefits specified in Section 15 below. Herbst shall be entitled to assume a tenured faculty position as Professor of Political Science with a teaching load appropriate to a full professor actively engaged in research. Herbst shall also be entitled to office space and appropriate secretarial support equivalent to other faculty in the department. Herbst shall be entitled to select any

University campus as the location of the appointment. Herbst shall be paid at an initial rate of pay equal to the highest paid faculty member of the Political Science Department on the Storrs campus. Any subsequent adjustments to compensation shall be as provided for under the contract between the University and the University of Connecticut American Association of University Professors (“AAUP”). Nothing in this section 4.3 is intended to change the status of Herbst as a tenured member of the faculty. Upon termination as President, Herbst will retain her rights and privileges as tenured faculty and shall be subject to discipline, under the provisions of the By Laws applicable to tenured faculty for conduct occurring during the term of the Presidency and thereafter shall be subject to the provisions of the By Laws and the AAUP contract as applicable.

5.0 Compensation, Evaluation and Retirement.

In consideration for services and satisfactory performance of the conditions of this Agreement by Herbst, the Board promises to pay Herbst:

- 5.1 An annual salary payable biweekly in equal installments at the end of each regular University pay period. Salary shall be subject to the same payroll deductions (i.e., local, state and federal taxes, FICA withholding, and retirement plans) that apply to the University’s management employees. The annual salary payable beginning January 1, 2015 shall be five hundred eighty five thousand dollars (\$585,000) annually and shall increase by five percent (5%) on January 1, 2016 and on each January 1 thereafter for the balance of the term of this Agreement.
- 5.2 Herbst’s performance and compensation shall be reviewed annually by the Board or a committee of the Board and may be increased but not decreased at the discretion of the Board. Herbst and the Board Chair shall annually confer and mutually agree upon goals and objectives for each contract year of July 1 to June 30. Herbst shall be entitled to an annual performance award of forty thousand dollars (\$40,000) as of June 30, 2015 and annually thereafter for the balance of the term of this Agreement unless the Board determines that Herbst, without good cause, has failed to meet the goals and objectives for the year. The Board will

make a determination of the matters in this section annually before June 30 or as soon thereafter as practical.

- 5.3 The Board agrees to provide a retention incentive to the President of \$125,000 (One-hundred and twenty-five thousand dollars) upon completion of five years of service as President on May 30, 2016 and a retention incentive of \$75,000 (Seventy five thousand dollars) upon completion of service as President for the full term of this Agreement on June 30, 2019. The retention incentive will be paid in a lump sum and will not be added to Herbst's base salary.
- 5.4 The Board agrees to provide a deferred compensation payment of \$80,000 per contract year, payable at the end of each contract year. The deferred compensation will be paid in a lump sum and will not be added to Herbst's base salary.
- 5.5 Herbst shall be entitled to retirement benefits, as governed by personnel policies applicable to the University's management employees. For each contract year Herbst shall receive \$38,000 toward a supplemental retirement plan, which will be paid in four equal quarterly payments beginning three months after the start date and continuing every three months thereafter.
- 5.6 Herbst shall be responsible for any income tax liability incurred as a result of the compensation and benefits payable under this Agreement.

6.0 Tenure

The Board has awarded Herbst academic tenure as Professor in the Department of Political Science, College of Liberal Arts and Sciences.

7.0 Housing

- 7.1 The University shall provide housing to Herbst, which Herbst shall be required to accept as a condition of employment, for the time she is President.
- 7.2 Herbst agrees to live in the residence provided by the University on the Storrs, Connecticut campus.
- 7.3 In addition, Herbst agrees to take residence in property licensed to the University at 61 Scarborough Street, Hartford, Connecticut (the "**Hartford Property**"), at

the convenience of the University, whenever Herbst's duties in the Greater Hartford Area require Herbst to be away from the Storrs campus for a period substantially longer than an ordinary day's work. Such duties in the Greater Hartford Area may include, but shall not be limited to: (a) the engagement of donors and potential donors, existing or potential business partners, students and prospective students and their parents, alumni and governmental officials; (b) hosting events or activities that facilitate engagement, for the University's business purposes, of academic, business, non-profit and governmental leaders and members of the community; and (c) Herbst's supervision and development of the UConn Health Center, the UConn Law School and the UConn Hartford campus.

- 7.4 In view of the fact that Herbst's presence and visibility in the Greater Hartford Area serves the business interests of the University, Herbst may reside in the Hartford Property at times not described in the preceding paragraph 7.3 whenever Herbst may determine; provided that: (i) Herbst's use of the Hartford Property hereunder shall not interfere with other authorized uses of the property by the UConn Foundation or the University; (ii) Herbst shall not make material alterations to the Hartford Property without the consent of the Foundation; and (iii) to the extent that Herbst's use of the Hartford Property constitutes a taxable benefit to Herbst, the University shall indemnify Herbst for the resulting income tax liability based on applicable marginal rates.
- 7.5 The University or a University related source will provide appropriate staff support to maintain the households and assist with University related entertaining. The University will have the same responsibilities to Herbst for the Hartford Property as it has for the Storrs residence.
- 7.6 Upon the conclusion of her Presidency Herbst and her family will vacate the residence in Storrs and the Hartford Property no longer than thirty (30) days after effective date of the end of the Presidency. Provided, however, if the Presidency ends pursuant to section 4.2, Herbst and her family will vacate no longer than ninety (90) days after the effective date.

8.0 Moving Expenses

[Intentionally Omitted]

9.0 Automobiles

- 9.1 The University will assign Herbst a State vehicle and driver to be used exclusively for University business.
- 9.2 The University will provide, from University of Connecticut Foundation (**“Foundation”**) sources, one leased automobile for use by Herbst. The University will bear the expense for all necessary repairs, insurance and maintenance to the automobile. In lieu of the Foundation’s provision of the automobile, Herbst may request, at her discretion, an annual automobile allowance not to exceed fifteen thousand dollars (\$15,000) to be provided from Foundation sources.
- 9.3 Any tax consequences incurred in connection with such automobiles shall be the responsibility of Herbst.

10.0 Travel and University Sponsored or Related Event Expenses

- 10.1 The University, or a University-related source, will provide a reasonable sum for Herbst’s travel expenses, hotel bills, and other necessary and proper expenses when Herbst is traveling or otherwise conducting University business. In addition, reasonable travel and other necessary and proper expenses for Herbst’s spouse will be covered when her spouse is expected to accompany Herbst on University business.
- 10.2 The University, or a University-related source, shall pay for all expenses incurred or benefits received by Herbst or her spouse as the result of attendance at University sponsored or related events.
- 10.3 Such payments shall be consistent with the State Code of Ethics as interpreted by the Office of State Ethics, and as may be amended from time to time.
- 10.4 Any tax consequences incurred in connection with such expenses shall be the responsibility of Herbst.

11.0 Entertainment Allowance

- 11.1 The University, or a University-related source, will provide payment for reasonable expenses incurred by Herbst for University-related entertaining.
- 11.2 Any tax consequences incurred in connection with these expenses shall be the responsibility of Herbst.

12.0 Tickets

- 12.1 During her Presidency, the University will provide Herbst with six (6) tickets, without restriction to seat location, for discretionary use for every University athletic event, home, away or post-season. This shall include six (6) tickets for each Conference or National Collegiate Athletic Association event, home, away or post-season.
- 12.2 During her Presidency, the University will provide Herbst with six (6) tickets, without restriction to seat location, for discretionary use for every University artistic and cultural event.
- 12.3 As member of the faculty following her Presidency, the University will provide Herbst with tickets for any of the events listed above at her request and at her expense. The University will provide preferred seating as has been the past practice with prior Presidents.

13.0 Health Insurance, Vacation, Personal Leave, Sick Time and Other Benefits

Herbst shall be entitled to the benefits governed by personnel policies applicable to the University's management employees including medical and dental insurance for herself and her family, as well as access to deferred compensation plans, tax sheltered annuities, annual paid vacation, personal leave, and sick leave.

14.0 Working Facilities

Herbst will be furnished with a private office, secretarial assistance and such other facilities and services suitable to the position and adequate for the performance of the duties of President during the term of her Presidency.

15.0 Post-Presidency Benefits

Upon completion of satisfactory service as President, the following post-presidency terms shall apply: Herbst shall be entitled to assume the tenured faculty position as Professor of Political Science with a teaching load appropriate to a full professor actively engaged in research. Herbst shall also be entitled to appropriate office space and appropriate secretarial support. Herbst shall be entitled to select any University campus as the location of the appointment. Herbst shall be paid a rate of pay equal to the highest paid faculty member at any campus, excluding the Health Center faculty. Each July 1 the University will determine the highest paid faculty member and adjust the salary of Herbst to match it. Said compensation shall be subject to any applicable collective bargaining increases as provided for under the contract between the University and the University of Connecticut American Association of University Professors. Herbst, shall be entitled to a sabbatical at the conclusion of her Presidency in accordance with University policy at the salary provided in Section 5.1 before being required to assume teaching responsibilities. During the Sabbatical, Herbst shall be available to assist the University and the new President, including any acting or interim President, with the transition of that office. The parties agree that in return for the sabbatical, Herbst will return to teaching and complete at least one full academic year as a teacher. In the event that Herbst does not return to teaching and complete at least one full academic year of teaching, she shall repay the University the amount paid to her during the sabbatical year. The provisions of this section 15.0 shall not apply to a Termination pursuant to Section 4.0 above.

16.0 Entire Agreement; Modification

This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing signed by the parties hereto.

17.0 Severability

The terms of this Agreement are severable, such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

18.0 Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut.

19.0 Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

20.0 Non-Assignable

This Agreement is not assignable but shall be binding upon the heirs, administrators, personal representatives, and successors of both parties.

[Signature page follows]

IN WITNESS WHEREOF, **Susan Herbst** and the authorized representative of the **University of Connecticut** have executed this Agreement on the date indicated below and it is effective as of the date first written above.

THE UNIVERSITY OF CONNECTICUT	SUSAN HERBST
By _____ Date: _____ Lawrence D. McHugh, Chair University of Connecticut Board of Trustees	_____ Date: _____ Susan Herbst

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