



# Board of Regents

## SPECIAL MEETING

**of the BOR Human Resources and Administration Committee**

**1:00pm, Thursday, September 10, 2020**

Conducted Via Remote Participation

Meeting will stream live at: <https://youtu.be/5gSdlR9KavU>

## AGENDA

1. Call to Order: Establishment of Quorum
2. Action Item:
  - a. Search Process: CSCU System President
  - b. CSCU President Contract Extension
3. Discussion Item:

Update: Title IX
4. Adjournment

HR & Administration Committee members:

Naomi K. Cohen, Chair  
Richard J. Balducci  
David R. Jimenez  
Elease E. Wright

**ITEM**

Search Policy for appointment of CSCU System President.

**BACKGROUND**

In November 2013, the Board approved a policy (4.2 University and College Presidential Search Policy) governing the search process for the selection and appointment of university and college presidents. The Board's intent was to create procedures providing for open, competitive and inclusive search processes. In 2015, the Board approved a minor amendment allowing the Board Chair to select a member of the Board to serve as the Board's Search Committee chair.

This item establishes a policy setting forth the process that will be utilized to select and appoint the CSCU System President and is modeled on key elements of the existing 4.2 policy and processes under that policy.

The Board of Regents (BOR) is responsible for the governance of the CSCU system and the selection of a President to be the chief executive officer who leads the constituent units of colleges and universities. The search process to select the System President will be implemented by a BOR Search Committee and a Search Advisory Committee. The search process will represent system wide constituencies as well as external stakeholders that depend on CSCU institutions for educated citizens and an innovative and knowledgeable workforce.

**The BOR Search Committee**

The BOR Chair shall determine the size and membership of the BOR Search Committee. The Search Committee shall be chaired by the BOR Chair or the Chair's designee. The BOR Chair may also appoint a Co-Chair. The BOR Search Committee shall establish the criteria and processes for the selection of the CSCU System President. The processes shall include developing the position profile with input from the Search Advisory Committee and conducting interviews of semi-finalists and finalists with representatives of the Search Advisory Committee. The BOR Search Committee may engage an independent consultant to assist in the search, may convene stakeholder sessions and also may conduct such other due diligence review as the BOR Chair deems appropriate. The BOR Search Committee will solicit feedback from the Search Advisory Committee Chairperson(s) following semi-finalist and finalist interviews. The BOR Search Committee shall make its recommendation to the full Board of Regents for the appointment of the CSCU System President.

**Search Advisory Committee Membership**

The BOR Chair shall determine the size and membership of the Search Advisory Committee. The Search Advisory Committee provides valuable input into the search process. Members participate in providing input on the position profile, reviewing resumes of applicants and recommending candidates to the BOR Search Committee for consideration, designating representatives to participate in interviews with semi-finalists and finalists, and providing input to the BOR Search Committee regarding candidates to be considered for the appointment. Each constituent group, in accordance with the representation outlined below, shall select its own members to serve on this committee and the members should represent the diversity of the CSCU community. The chair and co-chair of the Search Advisory Committee shall be elected by its members. The recommended list of members shall be submitted to the BOR Chair for formal appointment to the Search Advisory Committee. In the case of the external stakeholders, the BOR Chair will appoint leaders from business, workforce, community organizations, secondary education, state agencies and government to serve as representatives on the Search Advisory Committee.

**Search Advisory Committee Membership:**

For the specific matter at hand, the proposed Search Advisory Committee will be comprised of 37 members. These members shall represent the diversity of campus and community populations as well as the variety of institutions in CSCU including community colleges, universities, Charter Oak State College and the stakeholders that interact with the system including faculty, staff, administration, students, bargaining unit leadership, foundations, and business, government, and community leaders.

## Search Advisory Committee Representation by Constituent Unit/Stakeholder Group

Constituency	Number	Representing				
		System Office	Universities	Community Colleges	Charter Oak	External stakeholders
President/CEOs/Regional Presidents	4		2	2		
Faculty	7		3	3	1	
Management/Confidential Staff	3		1	1	1	
Professional/support staff	7		3	3	1	
Bargaining Unit Representatives	4		2	2		
Student Leaders	3		1	1	1	
System office	2	2				
Foundations	2		1	1		
Business leaders/workforce agencies	2					2
Government/state agencies/secondary education	1					1
Community organizations	2					2

### Community College Representatives—13 total

- 1—President/CEO
- 1—Regional President
- 3—Faculty (1 from each region)
- 3—Professional/support staff (1 from each region)
- 1—Management/Confidential staff
- 2—Representative from the college bargaining units
- 1—Community college student leader
- 1—Foundation representative

### University Representatives—13 total

- 2—Presidents
- 3—Faculty
- 3—Professional/support staff
- 1—Management/Confidential staff
- 2—Representatives from the university bargaining units
- 1—University student leader
- 1—Foundation representative

### Charter Oak State College Representatives—4 total

- 1—Faculty
- 1—Professional/support staff
- 1—Management/Confidential staff
- 1—Student

### External stakeholders—5 total

- 1—Government/state/secondary education officials
- 2—Community organization representatives
- 2—Business/workforce leaders

### System Office Representative—2 total

- 1—Interim President CT State Community College
- 1—Executive staff member

## RECOMMENDATION

Adopt the attached policy for appointing a CSCU System President.

**CT BOARD OF REGENTS FOR HIGHER EDUCATION  
RESOLUTION**

concerning

**Policy for the Appointment of a CSCU System President**

September 17, 2020

- WHEREAS,** The University and College Presidential Search Policy (“Policy”) sets forth a policy governing the search process and procedures for the selection and appointment of university and college presidents based on open, competitive and inclusive search processes; and
- WHEREAS,** The process delineated in said Policy does not include a process to govern the search process and procedures for the selection and appointment of the CSCU System President; and
- WHEREAS,** Consistent with the inclusiveness of said Policy and responsive to input received from the Board’s Human Resources & Administration Committee in support of that Policy, the attached policy sets forth the general procedures for the search process for a CSCU System President; and now therefore be it
- RESOLVED,** That the Board of Regents for Higher Education hereby approves the attached policy for the Appointment of a CSCU System President; and now therefore be it also
- RESOLVED,** That there be established a Board of Regents Search Committee and a Search Advisory Committee to be composed of a diversity of CSCU constituent units and external stakeholder groups as presented in the staff report.

A True Copy:

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Alice Pritchard, Secretary  
Board of Regents for Higher Education

## **Policy for the Appointment of a CSCU System President**

The Board of Regents (BOR) is responsible for the governance of the CSCU system and the selection of a CSCU System President to be the chief executive officer who leads the constituent units of colleges and universities. The search process to select the CSCU System President shall be implemented by a BOR Search Committee and a Search Advisory Committee. The search process will represent system wide constituencies as well as external stakeholders that depend on CSCU institutions for educated citizens and an innovative and knowledgeable workforce.

### **The BOR Search Committee**

The BOR Chair shall determine the size and membership of the BOR Search Committee. The Search Committee shall be chaired by the BOR Chair or the Chair's designee. The BOR Chair may also appoint a Co-Chair. The BOR Search Committee shall establish the criteria and processes for the selection of the CSCU System President. The processes shall include developing the position profile with input from the Search Advisory Committee and conducting interviews of semi-finalists and finalists with representatives of the Search Advisory Committee. The BOR Search Committee may engage an independent consultant to assist in the search, may convene stakeholder sessions and also may conduct such other due diligence review as the BOR Chair deems appropriate. The BOR Search Committee will solicit feedback from the Search Advisory Committee following semi-finalist and finalist interviews. The BOR Search Committee shall make its recommendation to the full Board of Regents for the appointment of the CSCU System President.

### **Search Advisory Committee Membership**

The BOR Chair shall determine the size and membership of the Search Advisory Committee. The Search Advisory Committee provides valuable input into the search process. Members participate in providing input on the position profile, reviewing resumes of applicants and recommending candidates to the BOR Search Committee for consideration, designating representatives to participate in interviews with semi-finalists and finalists, and providing input to the BOR Search Committee regarding candidates to be considered for the appointment. Each constituent group, in accordance with the representation outlined below, shall select its own members to serve on this committee and the members should represent the diversity of the CSCU community. The chair and co-chair of the Search Advisory Committee shall be elected by its members. The recommended list of members shall be submitted to the BOR Chair for formal appointment to the Search Advisory Committee. In the case of the external stakeholders, the BOR Chair will appoint leaders from business, workforce, community organizations, secondary education, state agencies and government to serve as representatives on the Search Advisory Committee.

### **Administration of the Search**

1. The BOR Search Committee shall establish and provide criteria and processes for the search. The search shall proceed according to the Affirmative Action Policy of the Board of Regents.
2. Complete confidentiality of all proceedings shall be maintained throughout the search. The disclosure of candidates prior to the development of the list of finalist nominees can result in the loss of the best candidates as well as grave injustices to candidates. Names of all candidates under consideration and any other information and/or material related to the search process shall be held in strict confidence by all persons having access to such information. All members of the Search Committee and the Search Advisory Committee shall sign a confidentiality agreement before its first committee meetings.
3. The BOR Chair or the Chair's designee shall be responsible for the administration of the search, including the keeping of official records of the BOR Search Committee. The BOR Chair or Chair's designee shall meet with the finalists and have the sole and exclusive responsibility for contacting candidates under consideration as recommended by the BOR Search Committee.

4. Members of the BOR Search Committee and the Search Advisory Committee shall have access to the resumes and such other information as is available for those candidates.
5. Semi-finalists will be interviewed by representatives of the BOR Search and Search Advisory Committees, in-person or virtually, as determined the BOR Chair, and in accordance with the BOR Search Committee processes.
6. Finalists shall meet with administrators, students, faculty, staff, community leaders, and other stakeholders. The BOR Search Committee shall seek comments following the meetings from the Search Advisory Committee Chairperson(s).
7. The process shall include an opportunity for all members of the BOR, all institutional Presidents/CEOs/Regional Presidents and system office executive staff to meet with the finalists and share input with the BOR Search Committee.
8. The Board will meet to receive the BOR Search Committee's recommendation and indicate its consensus to the Board Chair to act on its behalf. The Chair or the Chair's designee may contact finalists and conduct negotiations as appropriate.
9. The BOR shall, by majority vote, appoint the CSCU System President at a regular or special meeting called for that purpose.

RESOLUTION  
concerning  
AN EMPLOYMENT AGREEMENT  
at the  
CONNECTICUT STATE COLLEGES & UNIVERSITIES SYSTEM  
September 17, 2020

- WHEREAS Mark E. Ojakian has served as the President of the Connecticut State Colleges and Universities ("CSCU") since September 28, 2015 under contract with the BOR, said contract expired on August 31, 2020; and
- WHEREAS Despite the BOR's continued desire to employ Mr. Ojakian as President of the CSCU, Mr. Ojakian announced that he will be retiring from employment effective December 31, 2020, now therefore be it
- RESOLVED, The BOR Chairman Matt Fleury is authorized to execute an Employment Agreement Between the Board of Regents for Higher Education and Mark Ojakian, for a term ending December 31, 2020.

A True Copy:

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Alice Pritchard, Secretary

## President of the Connecticut State Colleges and Universities Employment Agreement

This agreement is made by and between the Board of Regents for Higher Education for the State of Connecticut ("BOR") and Mr. Mark E. Ojakian.

1. **Term.** This Agreement shall be effective September 1, 2020 and expire December 31, 2020.
2. **Appointment of Duties, Salary and Benefits.** The parties agree that for the term of this Agreement Mr. Ojakian will continue to serve as President of the CSU under the terms and conditions as described in President of the Connecticut Board of Regents for Higher Education Employment Agreement dated 8/21/2015 attached hereto and incorporated herein as **Exhibit A** and Amendment No. 1 to the Employment Agreement Between the Board of Regents for Higher Education and Mark Ojakian dated 12/8/2016 attached hereto and incorporated herein as **Exhibit B**.
3. **Entire Agreement/Modification.** This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous oral or written agreements or representations between the parties. This Agreement cannot be amended, modified or changed except in writing and signed by both parties.
4. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut.
5. **Severability.** If any parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.
6. **Waiver .**Delay in the enforcement or failure to enforce any provision of this Agreement shall not constitute a waiver or limitation of any right enforceable pursuant to this Agreement.
7. **Agreement Not Assignable.** This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both parties.
8. **Notices.** All notices under this Agreement shall be in writing and shall be sent via first class and certified mail to the address provided by the President and for the Board of Regents to the Chair at the Offices of the Board and such other address as provided by the Chair.

IN WITNESS WHEREOF, and in confirmation their agreement to the terms and conditions contained in this Employment Agreement and intending to be legally bound hereby, Mr. Ojadian and the BOR execute this Agreement.

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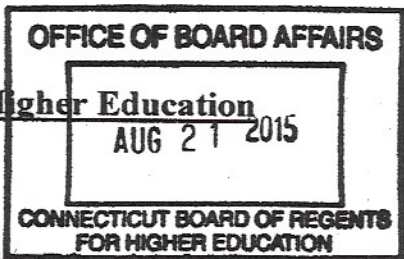
Mark E. Ojakian
Date

Matt Fleury  
Chair, Board of Regents for Higher Education



## EXHIBIT A

### President of the Connecticut Board of Regents for Higher Education Employment Agreement



This agreement is made by and between the Board of Regents for Higher Education for the State of Connecticut and Mark Ojakian.

#### **1.0 Appointment of Duties**

- 1.1 Pursuant to the provisions of Public Act. No. 13-4, the Board of Regents for Higher Education ("Board of Regents" or "Board"), hereby appoints and employs Mark Ojakian as interim President of the Board of Regents to serve as the chief executive officer of the Board under policies, supervision and direction of the Board. The President accepts such appointment and employment and agrees to such terms.
- 1.2 The President shall act as the chief executive officer of the Board of Regents and shall be responsible for the management and conduct of the affairs of the Board of Regents, pursuant to the provisions of Conn. Gen. Stat. §10a-1b, including but not limited to: Long-range and strategic planning; institutional, faculty and educational leadership; implementation and enforcement of regulations, rules and procedures necessary for the welfare of the Board of Regents. The President shall perform all duties required by law, this Agreement, and the Board of Regents rules, regulations or orders and such other duties and responsibilities as the Board of Regents may assign or delegate.
- 1.3 The President agrees to devote full-time attention and energies to the duties of President of the Board of Regents and apply experience, ability and talent to the faithful, effective and satisfactory discharge of such duties. The Board shall conduct an annual performance appraisal of the President. Nothing herein shall be construed as limiting the right of the Board to increase the President's compensation in connection with its annual appraisal of his performance.
- 1.4 The duties of the President shall be rendered at the Offices of the Board of Regents for Higher Education and at the campuses of the colleges and universities under the jurisdiction of the Board of Regents.
- 1.5 The President shall not, without prior written permission of the Chair of the Board of Regents and consistent with any Board of Regents policy on outside paid consulting or employment, render services of any professional nature to or for any person or firm for remuneration other than to the Board of Regents.
- 1.6 Notwithstanding the provisions of Section 1.5 above, the President shall not engage in any activity which is in conflict with, in competition with, or adverse to the interests of the Board of Regents.

## **2.0 Term of Appointment**

- 2.1 This interim appointment as President shall commence on September 28, 2015 and conclude on August 31, 2017. The Board reserves the right to extend the President's appointment following its second annual appraisal of his performance conducted under Section 1.3 above. Notwithstanding the interim nature of this appointment, the President shall not be required to reference "interim" in connection with his title as President of the CT Board of Regents.

## **3.0 Salary and Benefits**

- 3.1 The President shall receive an annualized base salary of Three Hundred thirty five Thousand (\$335,000.00) Dollars, payable bi-weekly in equal installments in accordance with the normal state payroll periods and schedule subject to whatever increases may be provided by the Board of Regents periodically during the term of this contract and in accordance with duly adopted rules and regulations governing compensation of executive level employees of the Board of Regents. The President's salary shall be subject to the payroll deductions applicable to executive level employees of the State of Connecticut.
- 3.2 The President shall be provided a vehicle for his use. The Board of Regents shall bear the expense for all necessary repairs, insurance, and maintenance to such vehicle. The Board of Regents shall withhold the appropriate taxes in accordance with applicable IRS rules governing employer provided automobiles and any tax consequences incurred in connection with the use of such vehicle shall be the responsibility of the President.
- 3.3 The President shall receive all normal and appropriate Board of Regents benefits, including, but not limited to, health insurance for the President and any dependents, dental insurance, state employee retirement system retirement plans, deferred compensation plans, flexible spending accounts, vacation and sick leave. The President shall be responsible for any contribution, premium or cost share amount required by any such benefit plan.
- 3.4 The Board of Regents shall, with prior approval of the Board, within available appropriations and in accordance with the policies of the Board, reimburse the President for professional development that is appropriate and in the best interest of the system as determined by the Board of Regents and such necessary travel expenses associated with professional development.
- 3.5 The tax consequences of any provision of this Employment Agreement shall be the responsibility of the President.

## **4.0 Termination**



- 4.1 Termination without Cause/Resignation: The Board of Regents may terminate this Agreement with twelve (12) months' notice to the President. The President may terminate this Agreement with three (3) months' notice to the Board.
- 4.2 Termination for Cause: The parties agree that the Board of Regents may terminate this Agreement without providing such notice at any time for good cause, which in addition to any of its other normally understood meanings in employment contracts, shall include the following:
- 4.2.1 A deliberate serious violation of duties set forth in this Agreement, or refusal or unwillingness to perform such duties in good faith or to the best of the President's abilities;
- 4.2.2 Any conduct of the President that constitutes moral turpitude, or brings public disrespect, contempt or ridicule upon the Board of Regents;
- 4.2.3 A deliberate serious violation of any Constitutional provision, federal law, state or local law, rule regulation or bylaw of the Board of Regents, which violation may, in the sole judgment of the Board of Regents, reflect adversely upon the board of Regents;
- 4.2.4 Prolonged absence from duty without the Board's consent;
- 4.3 Termination for Disability or Incapacity: The Board of Regents may terminate this Agreement in the, event that the President becomes totally disabled, totally incapacitated or incapable of carrying out the duties of the office of President of the Board of Regents, as defined by the Board of Regents, for a period of ninety (90) days;
- 4.3.1 If the Board of Regents reasonably believes that the President may be totally disabled, totally incapacitated or incapable of carrying out the duties as President, the Board reserves the right to require the President to submit to a fitness for duty examination. Such examination shall be performed by a physician licensed to practice medicine and shall be mutually selected by the parties. The Board of Regents shall be responsible for costs of any fitness for duty examination.
- 4.3.2 If the President becomes totally disabled, totally incapacitated or incapable of carrying out the duties as President and is terminated, the Board shall pay to the President any accrued but unpaid compensation, along with the value of any accrued vacation leave not to exceed 120 (one hundred twenty) days.
- 4.3.3 Termination under this section shall not affect the President's right to receive any benefits to which he is entitled under any applicable disability plan.

**5.0 Entire Agreement/Modification**

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

**6.0 Governing Law**

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

**7.0 Severability**

7.1 If any parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

**8.0 Waiver**

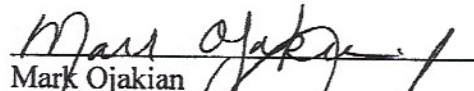
8.1 Delay in the enforcement or failure to enforce any provision of this Agreement shall not constitute a waiver or limitation of any right enforceable pursuant to this Agreement.

**9.0 Agreement Not Assignable**

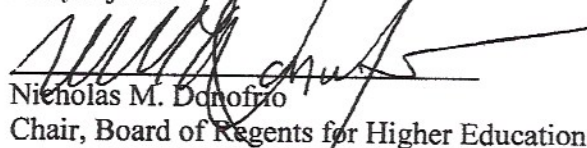
9.1 This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors and assigns of both parties.

**10.0 Notices**

10.1 All notices under this Agreement shall be in writing and shall be sent via first class and certified mail to the address provided by the President and for the Board of Regents to the Chair at the Offices of the Board and such other address as provided by the Chair.

  
Mark Ojakian

8/21/2015  
Date

  
Nicholas M. Donofrio  
Chair, Board of Regents for Higher Education

08/21/2015  
Date



## **EXHIBIT B**

**AMENDMENT NO. 1**  
**TO THE**  
**EMPLOYMENT AGREEMENT**  
**BETWEEN THE**  
**BOARD OF REGENTS FOR HIGHER EDUCATION**  
**AND**  
**MARK OJAKIAN**

The President of the Connecticut Board of Regents for Higher Education Employment Agreement entered into by the parties on August 21, 2015 (Principal Agreement) is attached hereto, incorporated by reference herein, and revised as follows:

1. The heading of the Principal Agreement is amended to read:

**President of the Connecticut State Colleges & Universities Employment Agreement**

2. Paragraph 1.1 of the Principal Agreement is amended to read, as follows:

Pursuant to the provisions of Public Act No. 13-4, the Board of Regents for Higher Education (Board of Regents" or "Board"), hereby appoints and employs Mark Ojakian as President of the Connecticut State Colleges & Universities ("CSCU") to serve as chief executive officer of the Board under policies, supervision and direction of the Board. The President accepts such appointment and employment and agrees to such terms.

3. Paragraph 1.2 of the Principal Agreement is amended to read, as follows:

The President shall act as the chief executive officer of CSCU and shall be responsible for the management and conduct of the affairs of CSCU, pursuant to the provisions of Conn. Gen. Stat. §10a-1b, including but not limited to: Long-range and strategic planning; institutional, faculty and educational leadership; implementation and enforcement of regulations, rules and procedures necessary for the welfare of CSCU. The President shall perform all duties required by law, this Agreement and the Board of Regents policies, directives and rules, and such other duties and responsibilities as the Board of Regents may assign or delegate.

4. Paragraph 1.3 of the Principal Agreement is amended to read, in its entirety, as follows:

The President agrees to devote full-time attention and energies to the duties of the President of the CSCU and apply experience, ability and talent to the faithful, effective and satisfactory discharge of such duties. The Board shall conduct an annual

performance review of the President, which shall include a review of his compensation and any proposed adjustments thereto.


5. Paragraph 1.4 of the Principal Agreement is amended to read, as follows:

The duties of the President shall be rendered at the Offices of CSCU and at the campuses of the colleges and universities under the jurisdiction of the Board of Regents.

6. Paragraph 2.1 of the Principal Agreement is amended to read, as follows:

This appointment as President shall commence on September 28, 2015 and conclude on August 31, 2020. The Board reserves the right to extend the President's appointment beyond August 31, 2020 subject to mutual agreement on terms and conditions of employment, which shall be reduced to writing in accordance with the provisions of Section 5.0 below.

 12/8/10  
Mark Ojakian Date

 12/8/16  
Matt Fleury Date  
Chair, Board of Regents for Higher Education