

**BOARD OF REGENTS FOR HIGHER EDUCATION
CT STATE COLLEGES AND UNIVERSITIES (CSCU)
MINUTES OF A SPECIAL MEETING
FRIDAY, MAY 7, 2021
CONDUCTED VIA REMOTE PARTICIPATION**

REGENTS - PARTICIPATING (Y = yes / N = no)	
Matt Fleury, Chair	Y
Merle Harris, Vice Chair	Y
Richard J. Balducci <i>arrived at 12:45</i>	Y
Aviva D. Budd	Y
Naomi K. Cohen	Y
Felice Gray-Kemp	Y
Holly Howery (late arrival)	Y
David R. Jimenez	N
JoAnn Ryan	Y
Ari Santiago	Y
Elease E. Wright	Y
*David Blitz, FAC Chair	Y
*Colena Sesanker, FAC Vice Chair	Y
*Kurt Westby, Labor Commissioner	N
*Deidra Gifford, Public Health Commissioner	N
*David Lehman, DECD Commissioner	N
*Miguel A. Cardona, Education Commissioner	N
<i>*ex-officio, non-voting member</i>	

CSCU STAFF:

Dr. Jane Gates, CSCU Interim President
 Dr. Alice Pritchard, Chief of Staff/Chief of Operations/Board Secretary
 Ernestine Y. Weaver, Counsel
 Pam Heleen, Asst. Secretary of the Board of Regents (recorder)
 Dr. Dan Barrett, Co-Chair of the Search Advisory Committee
 Valerie Cooper, Co-Chair of the Search Advisory Committee

CALL TO ORDER

Chair Fleury called the meeting to order at 12:30 p.m. and, following roll call, declared a quorum present.

ADOPTION OF AGENDA

Chair Fleury called for a motion to adopt the meeting agenda as submitted; on a motion by Regent Cohen, seconded by Regent Santiago, the Agenda was unanimously adopted as presented.

EXECUTIVE SESSION

At 12:35 p.m. on a motion by Regent Harris, seconded by Regent Santiago, the Board voted to go into Executive Session for the purpose of discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee. Chair Fleury announced that no votes would be taken in Executive Session. Chair Fleury directed Dr. Gates, Dr. Pritchard and Ernestine Weaver to remain with the Board in Executive Session.

RETURN TO OPEN SESSION

At 12:56 p.m., Chair Fleury announced that the meeting was in Open Session and that no votes were taken in Executive Session, which was limited to discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee.

Based on the discussions in Executive Session, **Chair Fleury made a motion to approve the appointment of Terrence Cheng as President for the CSCU System effective July 2, 2021. Regent Cohen seconded the motion.** Co-chair of the BOR Search Committee, Elease Wright read the following resolution into the record:

RESOLUTION appointing TERRENCE CHENG as PRESIDENT OF THE CONNECTICUT STATE COLLEGES AND UNIVERSITIES

WHEREAS, the members of the Board of Regents (“BOR”) for Higher Education Search Committee with the assistance of members of the system-wide Search Advisory Committee consisting of more than 40 members (composed of students, faculty, staff, and business leaders) conducted a national search for the Connecticut State Colleges and Universities President, and

WHEREAS, having completed this search through the evaluation of credentials and interviews of many outstanding candidates, recommends that Terrence Cheng be appointed as President of Connecticut State Colleges and Universities; and

WHEREAS, in accordance with Section 10a-1b of the Connecticut General Statutes, the BOR is empowered to appoint the President of the Connecticut State Colleges and Universities who shall serve at its pleasure; therefore, be it

RESOLVED, that effective July 2, 2021, Terrence Cheng is hereby appointed as President of the Connecticut State Colleges and Universities at an annual salary of \$360,000 and in accordance with the terms and conditions as outlined in the attached Employment Agreement; be it further

RESOLVED, that BOR Chairman Matt Fleury is authorized to enter into the attached Employment Agreement with Terrence Cheng on behalf of the Board of Regents for Higher Education in conformity with current Board of Regents Policies.

The resolution was put to a vote and was carried unanimously. Chair Fleury and the rest of the Board congratulated President Cheng on his appointment. Chair Fleury also thanked Regent Wright for serving as co-chair of the BOR Search Committee, as well as the other members of the BOR Search Committee for their service.

Chair Fleury thanked Dan Barrett and Valerie Cooper for co-chairing the Search Advisory Committee. The perspectives and feedback provided by the group was significant and enormously helpful in the Board's considerations.

Dr. Dan Barrett, co-chair of the Search Advisory Committee made the following comments:

- The Search Advisory Committee saw President Cheng as a transformational, dynamic, and engaged leader who understands the challenges that students face trying to balance education, work, and life.
- It was important to the faculty that our next President have significant experience in the classroom as an instructor, as well as in University administration. President Cheng has both of those.
- Dr. Barrett expressed his pleasure and welcomes President Cheng.

President Cheng provided the remarks:

- He thanked the BOR for entrusting him with the incredible responsibility.
- He looks forward to working with the faculty, staff, administrators, and most importantly the students and to helping the public colleges and universities in the State of Connecticut really thrive.
- The one thing that is very clear is that we all take very seriously the core mission of affordable, innovative, and rigorous programs. We are all invested in creating and maintaining positive learning environments and uplifting the transformative possibilities of higher education.
- He is heartened by the Board's steadfast commitment to putting student success and equity at the center of everything CSCU does. There is no higher priority in higher education today.
- Thank you to Dr. Gates for her leadership over the past few months.
- There are many challenges ahead and he is confident that the passion, talent, and the work ethic of the faculty, staff, administration, and students will take CSCU to new heights.

ADJOURNMENT

Chair Fleury declared the meeting adjourned at 1:05 p.m.

Submitted,

Alice Pritchard
Secretary of the CT Board of Regents for Higher Education

President of the Connecticut State Colleges and Universities Employment Agreement

This agreement is made by and between the Board of Regents for the State of Connecticut (the "Board" or "BOR") and Mr. Terrence Cheng (collectively the "Parties").

1.0 Appointment of Duties

1.1 Pursuant to the provisions of the Conn. Gen. Stat. §10a-1b, the Board of Regents for Higher Education ("Board of Regents" or "Board"), hereby appoints and employs **Terrence Cheng** as President of the Connecticut State Colleges and Universities ("CSCU") to serve as the chief executive officer of the CSCU 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 CSCU and shall be responsible for the management and conduct of the affairs of the 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 the CSCU. 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 CSCU 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 CSCU System Office 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 appointment as President shall commence on July 2, 2021 and conclude on June 30, 2026. The Board reserves the right to extend the President's appointment for a period of up to 2 years.

3.0 Salary and Benefits

3.1 The President shall receive an annualized base salary of three hundred sixty thousand dollars (\$360,000.00), payable bi-weekly in equal installments in accordance with the normal state payroll periods and schedule. The President's salary shall be subject to the payroll deductions applicable to executive level employees of the State of Connecticut. Any increase in salary shall be subject to whatever increases may be provided by the Board of Regents periodically for all its management and confidential employees during the term of this contract.

3.2 In lieu of housing the President shall receive twenty-five thousand dollars (\$25,000.00) paid biweekly installments as an additional pay not included in the based pay. This is a non-vouchered stipend to pay for housing and normal entertainment expenses that an official residence and venue would have provided.

3.3 The President shall be eligible to receive up to seventy-one thousand dollars (\$71,000) of his base salary to cover moving expenses and up to twelve (12) months temporary living expenses to support the transition from his current home in the State of New York to a home in Connecticut. Relocation expense shall be limited to those allowed and receipted as required by Connecticut State law and policy. Any funds not expended one (1) year from the date of this contract shall be forfeited.

3.4 The President shall be provided a vehicle for his use. The CSCU shall bear the expense for all necessary repairs, insurance, fuel, and maintenance to such vehicle. The CSCU 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.

3.5 The President shall receive all normal and appropriate CSCU 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.

3.6 The Board of Regents shall, 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.

3.7 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 policy 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 CSCU, 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 Tenured Faculty appointment post Presidential appointment

At the end of the Presidential appointment term as described in section 2.0 above, if not reappointed and in good standing as the President, Terrence Cheng will be eligible to be placed

in a tenured full Professor role in the English Department a Western State Connecticut University. If Mr. Cheng exercises this option, he forfeits notice rights as provided in section 4.1 above. Mr. Cheng's faculty appointment, including but not limited to salary, benefits and leaves, will be subject to the terms of the Connecticut State University American Association of University Professors Collective Bargaining Agreement that shall be in effect at that time.

6.0 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.

7.0 Governing Law

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

8.0 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.

9.0 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.

10.0 Agreement Not Assignable

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

11.0 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. Cheng and the BOR execute this Agreement.

Terrence Cheng

Date

Matt Fleury

Date

Chair, Board of Regents for Higher Education