

RESOLUTION

concerning

THE AMENDMENT OF AN EMPLOYMENT AGREEMENT

at the

CONNECTICUT STATE COLLEGES & UNIVERSITIES SYSTEM

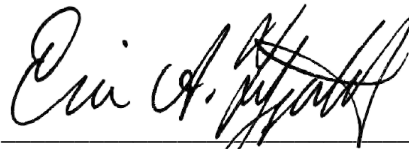
December 8, 2016

WHEREAS The Board of Regents for Higher Education entered into an Employment Agreement with Mark Ojakian on August 21, 2015 that is scheduled to conclude on or before August 31, 2017, and

WHEREAS The parties now wish to extend the term of the Employment Agreement through August 31, 2020, now therefor be it

RESOLVED, That BOR Chairman Matt Fleury is authorized to execute an amendment to the Employment Agreement Between the Board of Regents for Higher Education and Mark Ojakian, extending its term to August 31, 2020 and containing such other revisions as may be necessary, in conformity with current Board of Regents Policies.

A True Copy:



Erin A. Fitzgerald, Secretary

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.

Mark Ojikian Date
President, Connecticut State Colleges and Universities

Matt Fleury Date
Chair, Board of Regents for Higher Education

CT BOARD OF REGENTS FOR HIGHER EDUCATION

RESOLUTION

concerning

THE APPOINTMENT OF AN INTERIM PRESIDENT

of the

CONNECTICUT STATE COLLEGE AND UNIVERSITY SYSTEM

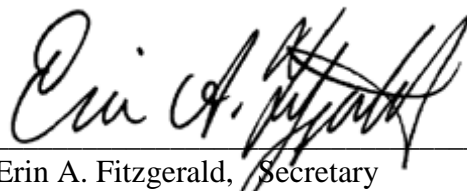
August 21, 2015

RESOLVED That Mr. Mark Ojakian is named Interim President effective September 28, 2015, and shall continue in that assignment for a period of two years, and conclude on or before August 31, 2017 and be it further

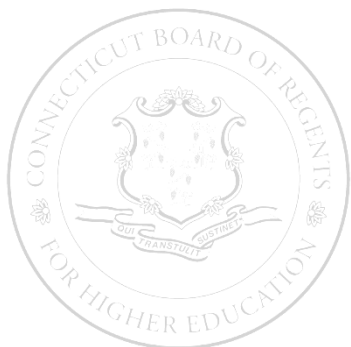
RESOLVED, That during the service of Mr. Ojakian as Interim President of the CSCU system, the annual salary shall not exceed \$335,000, and be it further

RESOLVED, That BOR Chairman Nicholas M. Donofrio is authorized to enter into an employment agreement with Mr. Mark Ojakian on behalf of the Board of Regents for Higher Education in conformity with current Board of Regents Policies.

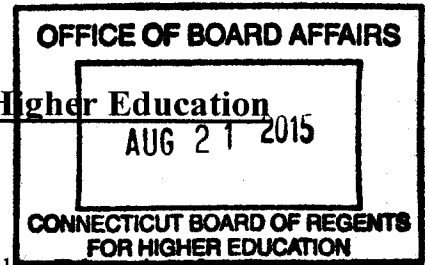
A True Copy:



Erin A. Fitzgerald, Secretary
Board of Regents for Higher Education



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.

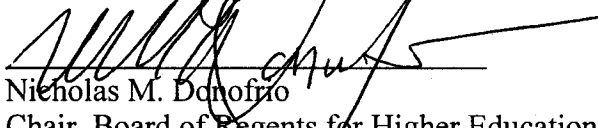
10.0 Notices

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