



**Connecticut
State
University**

Central • Eastern • Southern • Western

BR# 89-180

See also B R#89025

*This resolution was
rescinded by BR# 90-31*

P.O. Box 2008, New Britain, Connecticut 06050
(203) 827-7700

Resolution

adopting

Policies Governing CSU Relationships with Private Foundations

September 8, 1989

RESOLVED, That the Board of Trustees of the Connecticut State University rescinds Board Resolution #88-163, "Guidelines on Relationships to Development Foundations;" and be it further

RESOLVED, That the Board of Trustees of the Connecticut State University adopts in lieu thereof the attached "Policies Governing CSU Relationships with Private Foundations," effective September 8, 1989.

A Certified True Copy:

Dallas K. Beal
President



An Equal
Opportunity
Employer

Connecticut State University
Board of Trustees'
Policies Governing CSU Relationships with Private Foundations

Preamble

The Board of Trustees for Connecticut State University (CSU) recognizes the following foundations as private corporations established to support, promote, and improve CSU or its individual campuses. The margin of excellence these foundations provide to enhance the CSU mission as a comprehensive public university and the related missions of its individual campuses is viewed by the Board as critical to the University's effective and efficient functioning.

The Henry Barnard Foundation, Inc.
CCSU Foundation, Inc.
Eastern Connecticut State University Foundation, Inc.
Southern Connecticut State University Foundation, Inc.
University Foundation of Western Connecticut, Inc.

For the purposes of the following Board policies these foundations will be referred to individually and collectively as "the foundation."

In accordance with Public Act 89-267 of the Connecticut General Statutes, the Board of Trustees accepts full responsibility, and that of its chief executive officer and campus presidents, in assuring compliance with all state and federal laws governing the relationship between the Connecticut State University or its individual campuses and their respective foundations.

Nothing in the following policies is to be construed as an indication that such foundations are anything but private corporations. Accordingly, the Board of Trustees does not assume direct control of their operations.

Nonetheless, as the only legal entity empowered to accept gifts and donations from private sources for CSU and its campuses (Section 10a-150 of the Connecticut General Statutes and Board Resolution 87-192), the Board affirms its responsibility to assure that the principles outlined in law are followed.

I. Responsibility of the CSU Presidents

The President of Connecticut State University, and the Presidents of Central, Eastern, Southern and Western Connecticut State Universities, (referred to individually and collectively for the purposes of the following policies as "the president") shall ensure:

- A. • That the foundation is governed by a board to oversee foundation operations;

- B. ● That the membership of the foundation's board includes ex officio non-voting institutional representatives. These representatives shall include:
- (1) The president of the institution (or his/her designee);
 - (2) A student representative elected by students in accordance with the process outlined below; and
 - (3) A faculty representative elected by faculty in accordance with the process outlined below.

Student and Faculty Elections

- C. ● Election of Students to the Foundation Board.
- (1) Each foundation shall have an elected student representative who shall serve as a non-voting member of the governing board of the foundation.
 - (2) The student representative to the Barnard Foundation shall be elected for a one-year term by the CSU Student Advisory Board from its membership.
 - (3) The student representative to the campus foundations shall be elected for a one-year term by the respective student senates from their memberships.
 - (4) The terms of student representatives on the foundation boards shall terminate with the election of the subsequent student representative.
 - (5) Such student elections shall take place at the first CSU Student Advisory Board or campus student senate meeting of the academic year, but in any case, no later than October 31 of that year.
 - (6) The filling of unexpired student vacancies shall take place by special elections held by the respective constituencies outlined above.
- D. ● Election of Faculty Members to the Foundation Board.
- (1) Each foundation shall have an elected faculty member who shall serve as a non-voting member of the governing board of the foundation.
 - (2) The faculty representative to the Barnard Foundation shall be elected for a one-year term on a rotating basis from each of CSU's campus faculty senates beginning with the following schedule and rotating biennially thereafter:

- (a) From Central, academic 1989-90;
 - (b) From Eastern, academic 1990-91;
 - (c) From Southern, academic 1991-92;
 - (d) From Western, academic 1992-93.
- (3) The faculty representative to the campus foundation shall be elected from the corresponding campus faculty senate for a one-year term.
 - (4) The terms of faculty representatives to the foundation boards shall terminate with the election of the subsequent faculty representative.
 - (5) Such faculty elections shall take place at the first meeting of the faculty senate for the academic year, but in any case, no later than October 31 of that year.
 - (6) The filling of unexpired faculty vacancies shall take place by special election held by the corresponding constituency.

The President further shall ensure:

- E. ● That the foundation board annually file with the president and the Board of Trustees an updated list of members and officers of such board;
- F. ● That the salaries, benefits and expenses of officers and employees of the foundation be paid solely by the foundation, and that the foundation board annually approve such salaries assuring compliance with all federal IRS requirements;
- G. ● That the foundation use generally accepted accounting principles in its financial record-keeping and reporting;
- H. ● That any person soliciting funds or any other thing of value for donation to the foundation, at the time of such solicitation and in any receipt for or other written confirmation of such donation, clearly and conspicuously disclose that the funds or other things of value donated are to be provided to the foundation as distinct from the university or specific foundation accounts, and that the identity of the donor may be kept confidential by written request of the donor;
- I. ● That no officer or employee of the university shall receive a salary, fee or loan, or any compensation or other thing of value from the foundation, or withdraw funds from the foundation for any purpose, without written approval from

the president. Such approval shall include the terms of such compensation or withdrawal;

- J. ● That such written approval may be issued in advance to the designated employee for reimbursements of recurring expenses of no more than \$500 per quarter, and that the president shall receive quarterly reports of the amounts disbursed and the purposes for which they are used;
- K. ● That under subsections I and J of this section (I.) if the President of Connecticut State University is the officer or employee in question, the written approval shall be that of the Chairman of the Board of Trustees;
- L. ● That under subsections I and J of this section (I.) if the President of a CSU campus is the officer or employee in question, the written approval shall be that of the CSU President.
- M. ● That the foundation board adopt an approval process for authorization of expenditures of unrestricted funds, or changes in such planned expenditures;
- N. ● That the foundation board adopt a written investment policy and that the policy address the distribution of investment income and related costs.

II. Full Private Audits

The President further shall ensure:

- A. ● That if the foundation has in any of its fiscal years, receipts and earnings from investments totaling \$100,000 or more, it shall have completed on its behalf for such fiscal year a full audit of the books and accounts by a certified public accountant;
- B. ● That if the foundation has receipts and earnings of less than \$100,000 in each fiscal year during three of its consecutive fiscal years, it shall have completed on its behalf a full audit of the books and accounts for every third year by a certified public accountant; and that for the two years that the full audit is not required, the foundation shall submit to the President a financial statement as provided by sub-section 7 of section 2 of Public Act 89-267;
- C. ● That the foundation conduct its first full audit for the fiscal year following the effective date of Public Act 89-267 (October 1, 1989) except that the Barnard Foundation shall conduct its first full audit for the previous fiscal year;

- D. ● That each audit be conducted in accordance with generally accepted auditing standards and include financial statements, a management letter, and an audit opinion which addresses the conformance of the operating procedures of the foundation to the provisions herein, and recommends any corrective actions needed to ensure such conformance;
- E. ● That the audit report disclose the receipt or use by the foundation of any public funds in violation of the provisions herein;
- F. ● That the foundation provide a copy of each audit report to the president, who shall in turn submit copies to the Board of Trustees, the Board of Governors for Higher Education, and the Auditors of Public Accounts;
- G. ● That each financial statement include the total receipts and earnings from investments and the amount and purpose of each receipt of funds by the university from the foundation;
- H. ● That the President and chief fiscal officer of Connecticut State University or president and chief fiscal officer of the respective CSU campuses shall review each audit report;
- I. ● That the president sign a letter indicating that he/she has reviewed the audit report and transmit a copy of the letter and report to the Auditors of Public Accounts, who shall have access to the relevant working papers compiled by the certified public accountant in the preparation of the private audit and may conduct an audit of the books and accounts of the foundation as provided in sub-section (b) of section 3 of Public Act 89-267 if the audit report indicates:
 - (a) Funds for deposit and retention in state accounts have been deposited and retained in foundation accounts; or
 - (b) State funds, personnel, services or facilities have been used in violation of the policies outlined herein.

III. Letter of Agreement

The President shall further ensure:

- A. ● That there be a written agreement between the university and the foundation;
- B. ● That the agreement, which shall follow a format as provided for by the Connecticut State University President, shall:
 - (a) Address any use by the foundation of the university's facilities and resources including, but not limited to, office space, storage space, office

furniture and equipment, utilities, photocopying services, computer systems and the maintenance by the university of the books and records of the foundation;

(b) Provide that the university shall have no liability for the obligations, acts or omissions of the foundation;

(c) Require the foundation to reimburse the university for expenses the university incurs as a result of foundation operations if the university would not have otherwise incurred such expenses; and that the foundation may provide an additional general reimbursement for overhead expenses to be negotiated between the foundation and the university; and

(d) Provide that if the foundation ceases to exist or ceases to be a foundation:

(1) The foundation shall be prohibited from using the name of the university;

(2) The records of the foundation, or copies of such records, shall be made available to, and may be retained by the university; and

(3) There are procedures for the disposition of the financial and other assets of the foundation.

IV. State Accounts

The Board of Trustees prohibits the channeling of state funds into foundation accounts. Accordingly, the president must ensure that the following funds be deposited and retained in state accounts:

- A. ● All funds or other things of value received through proposals or other means with an obligation for service primarily to the donor by the university including, but not limited to, research, training, education or public service activities, (except those funds or things of value given to the foundation by a charitable trust which, on or before October 1, 1989, does not permit the giving of its funds or other things of value to a state agency);
- B. ● Gifts and donations, including cash, endowments, stock, real estate, personal property or other property of value, made to the university; and
- C. ● Funds received directly from the foundation by the university.

9/8/89

Contract Language Required

Pursuant to Public Acts 88-351 and 89-253

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance

with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56, as amended by Section 5 of Public Act 89-253; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Eff. 7/1/89

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

CONNECTICUT STATE UNIVERSITY

Letter of Agreement

Between Connecticut State University on behalf of the Board of Trustees for the Connecticut State University and the Henry Barnard Foundation, Inc.

The following letter of agreement and the attached addenda (Board Resolution # 89-180 and the non-discrimination contract language pursuant to Public Acts 88-351 and 89-253) establish the relationship between Connecticut State University, hereinafter referred to as the University, and The Henry Barnard Foundation, Inc., hereinafter referred to as the Foundation, in accordance with Public Act 89-267. Both the University and the Foundation agree to adhere to the law and policies cited above and to the provisions contained herein until such time as this letter of agreement is rescinded or modified by consent of all parties and approved by the Board of Trustees.

Facilities and Resources

The University shall make available office space, storage space, office furniture and equipment, utilities, photocopying services, computer systems and space for the maintenance of the books and records of the Foundation. The reimbursement policies outlined below will be in place for those expenses that otherwise would not be incurred by the University as a result of Foundation operations.

The maintenance of such books and records at the University shall not cause them to be deemed public records nor shall such records be subject to disclosure pursuant to the provisions of section 1-19 of the Connecticut General Statutes.

Reimbursement

The Foundation shall reimburse the University for expenses, including the costs of personal services, which are incurred as a result of Foundation operations and which would not have been incurred otherwise by the University by customary University operations.

Liability

Neither the University nor the Board of Trustees for Connecticut State University shall be liable for the obligations, acts or omissions of the Foundation.

Dissolution

Should the Foundation cease to exist or cease to be a foundation as defined by Section 1 of Public Act 89-267, it shall

- (1) Be prohibited from using the name of the University;
- (2) Make available to the University, its records, or copies of such records provided that such records or copies thereof shall not be deemed to be public records and shall not be subject to disclosure pursuant to the provisions of Section 1-19 of the Connecticut General Statutes; and
- (3) Transfer title of all of its remaining assets to the Board of Trustees for the benefit of the University, specifying applicable restrictions and in accordance with Section 10a-150 of the Connecticut General Statutes and Board Resolution 87-192.

Signature *William J. Anco*
Title Chairman of Board
Date 9/28/89

Signature *J. Mark Beal*
Title President CSU
Date 10-4-89

A G R E E M E N T

Between Central Connecticut State University on behalf of the Board of Trustees for the Connecticut State University and the CCSU Foundation, Inc.

The following letter of agreement and the attached addenda (Board Resolution #89-180 and the non-discrimination contract language pursuant to Public Acts 88-351 and 89-253) establish the relationship between Central Connecticut State University, hereinafter referred to as the University, and the CCSU Foundation, Inc., hereinafter referred to as the Foundation, in accordance with Public Act 89-267. Both the University and the Foundation agree to adhere to the law and policies cited above and to the provisions contained herein until such time as this letter of agreement is rescinded or modified by consent of all parties and approved by the Board of Trustees.

Facilities and Resources

The University shall make available office space, storage space, office furniture and equipment, utilities, photocopying services, computer systems and space for the maintenance of the books and records of the Foundation. The reimbursement policies outlined below will be in place for those expenses that otherwise would not be incurred by the University as a result of Foundation operations.

The maintenance of such books and records at the University shall not cause them to be deemed public records nor shall such records be subject to disclosure pursuant to the provisions of section 1-19 of the Connecticut General Statutes.

Reimbursement

The Foundation shall reimburse the University for expenses, including the costs of personal services, which are incurred as a result of Foundation operations and which would not have been incurred otherwise by the University by customary University operations.

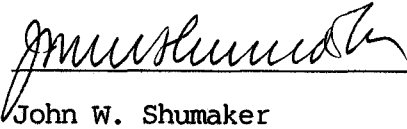
Liability

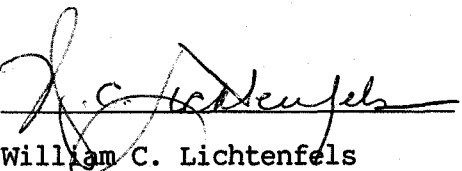
Neither the University nor the Board of Trustees for Connecticut State University shall be liable for the obligations, acts or omissions of the Foundation.

Dissolution

Should the Foundation cease to exist or cease to be a foundation as defined by Section 1 of Public Act 89-267, it shall

- (1) Be prohibited from using the name of the University;
- (2) Make available to the University, its records, or copies of such records provided that such records or copies thereof shall not be deemed to be public records and shall not be subject to disclosure pursuant to the provisions of Section 1-19 of the Connecticut General Statutes; and
- (3) Transfer title of all of its remaining assets to the Board of Trustees for the benefit of the University, specifying applicable restrictions and in accordance with Section 10a-150 of the Connecticut General Statutes and Board Resolution 87-192.

Signature 
John W. Shumaker
President
Central Conn. State University

Signature 
William C. Lichtenfels
Chairman
CCSU Foundation, Inc.

Date 10.6.89

Date October 6, 1989

CCSU FOUNDATION, inc.

October 6, 1989

CHAIRMAN
WILLIAM C. LICHTENFELS
Emhart Corporation

VICE CHAIRMAN
KARL J. KRAPEK
Otis Elevator,
North American Operations
United Technologies Corporation

TREASURER
JOHN S. MANNING
First City Bank

SECRETARY
RICHARD L. JUDD
Central Connecticut State University

DIRECTORS
JUDITH D. BUDNEY
Budney Company, Inc.

PHILLIP L. CHAPUT
Middlesex State Assurance
Company

GARTH W. EDWARDS
The Stanley Works, retired

RONALD F. GILRAIN
The Stanley Works

THEODORE S. KOLZAK
The Coleman Corporation

ROBERT J. MAERZ
Gerber Scientific Instrument
Company

HARRY A. MAZADOORIAN
CIGNA Corporation

ADAM J. RATHGEBER
Emhart Corporation, retired

MRS. PAUL K. ROGERS, JR.
Kensington

THOMAS E. SHERER
West Hartford

JOHN W. SHUMAKER
Central Connecticut State University

PAUL J. SORBO, JR.
CCSU Alumni Association

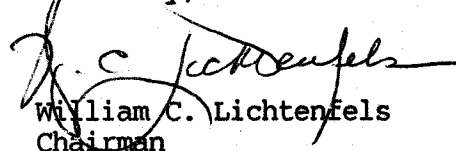
Dr. John W. Shumaker
President
Central Connecticut State University
New Britain, Connecticut 06050

Dear Dr. Shumaker:

I have reviewed the Connecticut State University Board of Trustees resolution #89-180, the Connecticut State University policies governing relationships with private foundations, and the proposed Agreement between Central Connecticut State University and the CCSU Foundation, Inc.

You may advise the Trustees that the CCSU Foundation accepts in principle its provisions, subject to ratification by the Board of Directors at its meeting on November 30, 1989. Although I do not anticipate opposition to this Agreement, the Foundation reserves the right to rescind this Agreement until such time as it is ratified by the Board.

Sincerely,


William C. Lichtenfels
Chairman

serving

CENTRAL CONNECTICUT STATE UNIVERSITY

POST OFFICE BOX 612 • NEW BRITAIN, CONNECTICUT • 06050-0612



A unit of The Connecticut State University

CENTRAL CONNECTICUT STATE UNIVERSITY

1615 Stanley Street • New Britain, Connecticut 06050

OCT 4 1989

CENTRAL CONNECTICUT STATE UNIVERSITY

October 1, 1989

Dr. Peter Rosa
Director, Governmental Relations
Connecticut State University
PO Box 2008
New Britain, CT 06050-2008

Dear Dr. Rosa:

I have reviewed the Trustees' resolution (BR #89-180) with the CCSU Foundation's Executive Committee, the CSU policies governing relationships with private foundations, and the suggested Letter of Agreement (draft of 9/11/89).

Mr. Lichtenfels, Chairman of the CCSU Foundation, sees no particular problem with these proposals, sans some changes in the Foundation bylaws to comport with sections of the statutory provisions.

You may advise the Trustees that the Foundation accepts in principal its provisions, and with minor modification of the section of reimbursement, will formally accept these at its November 30, 1989 annual meeting.

Sincerely,

Richard L. Judd
Executive Dean

RLJ:mbb

C: Mr. Lichtenfels
Dr. Shumaker
Mr. Pettinico

Ref:CCSUFDN1

Letter of Agreement

Between Eastern Connecticut State University on behalf of the Board of Trustees for the Connecticut State University and Eastern Connecticut State University Foundation, Inc.

The following letter of agreement establishes the relationship between Eastern Connecticut State University, hereinafter referred to as the University, and Eastern Connecticut State University Foundation, Inc., hereinafter referred to as the Foundation, in accordance with Public Act 89-267 and Board Resolution #89-180. Both the University and the Foundation agree to adhere to the law and policy cited above and to the provisions contained herein until such time as this letter of agreement is rescinded or modified by consent of all parties and approval of the Board of Trustees.

Facilities and Resources

The University shall make available office space, storage space, office furniture and equipment, utilities, photocopying services, computer systems and space for the maintenance of the books and records of the Foundation. The reimbursement policies outlined below will be in place for those expenses that otherwise would not be incurred by the University as a result of Foundation operations.

The maintenance of such books and records at the University shall not cause them to be deemed public records nor shall such records be subject to disclosure pursuant to the provisions of section 1-19 of the Connecticut General Statutes.

Reimbursement

The Foundation shall reimburse the University for expenses, including the costs of personal services, which are incurred as a result of Foundation operations and which would not have been incurred otherwise by the University by customary University operations.

Liability

Neither the University nor the Board of Trustees for Connecticut State University shall be liable for the obligations, acts or

omissions of the Foundation.

Dissolution

Should the Foundation cease to exist or cease to be a foundation as defined by Section 1 of Public Act 89-267, it shall

- (1) Be prohibited from using the name of the University;
- (2) Make available to the University, its records, or copies of such records provided that such records or copies thereof shall not be deemed to be public records and shall not be subject to disclosure pursuant to the provisions of Section 1-19 of the Connecticut General Statutes; and
- (3) Transfer title of all of its remaining assets to the Board of Trustees for the benefit of the University, specifying applicable restrictions and in accordance with Section 10a-150 of the Connecticut General Statutes and Board Resolution 87-192.

Signature	<u>David A. Carter</u>	Signature	<u>W.T. Wilcox</u>
Title	<u>President of E.C.S.U.</u>	Title	<u>Chairman ECSU Foundation Inc.</u>
Date	<u>October 3, 1989</u>	Date	<u>10/3/89</u>

cc: Dallas K. Beal
President, CSU

10-02-89

SOUTHERN CONNECTICUT STATE UNIVERSITY

501 Crescent Street • New Haven, Connecticut 06515

Office of the Vice President
For Administrative Affairs
Telephone: (203) 397-4585

Letter of Agreement by and between SCSU and SCSU Foundation, Inc.

This Letter of Agreement establishes the relationship between Southern Connecticut State University (the "University"), and Southern Connecticut State University Foundation, Inc. (the "Foundation") in accordance with Public Act 89-267 and Board Resolution #89-180. Both the University and the Foundation agree to adhere to the law and policy cited above and to the provisions contained herein until such time as this Letter of Agreement is rescinded or modified by written consent of all parties and approval of the Board of Trustees.

1. Facilities and Resources

The University shall make available office space, storage space, office furniture and equipment, utilities, photocopying services, computer systems and space for the maintenance of the books and records of the Foundation. The reimbursement policies outlined below will be in place for those expenses that otherwise would not be incurred by the University as a result of Foundation operations.

The maintenance of such books and records at the University shall not cause them to be deemed public records nor shall such records be subject to disclosure pursuant to the provisions of Section 1-19 of the Connecticut General Statutes.

2. Reimbursement

The Foundation shall reimburse the University for expenses, including the costs of personal services, which are incurred as a result of Foundation operations and which would not have been incurred otherwise by the University by customary University operations. In addition to such specific reimbursement, the Foundation shall provide monthly general reimbursement of \$100.00 to cover overhead costs.

3. Liability

Neither the University nor the Board of Trustees for Connecticut State University shall be liable for the obligations, acts or omissions of the Foundation. Likewise, the Foundation shall not be liable for the obligations, acts or omissions of either the University or the Board of Trustees for Connecticut State University.

4. Dissolution

Should the Foundation cease to exist or cease to be a foundation as defined by Section 1 of Public Act 89-267, it shall

- (1) be prohibited from using the name of the University;
- (2) make available to the University, its records, or copies of such records provided that such records or copies thereof shall not be deemed to be public records and shall not be subject to disclosure pursuant to the provisions of Section 1-19 of the Connecticut General Statutes; and
- (3) after payment of all its liabilities and obligations, transfer title of all its remaining assets to the Board of Trustees for the benefit of the University in accordance with Section 10a-150 of the Connecticut General Statutes and Board Resolution 87-192, EXCEPT to the extent there is restriction on an asset which prohibits the transfer of such asset to the University or where the University does not want the asset, in which case such asset shall be distributed by the Foundation, upon the approval of its Board of Directors, to any nonprofit charitable or educational organization that promotes purposes similar to the Foundation.

AGREED AND ACCEPTED :

SOUTHERN CONNECTICUT STATE
UNIVERSITY

SOUTHERN CONNECTICUT STATE
UNIVERSITY FOUNDATION, INC.

Michael A. ...
By its President

Jan 12, 1990
Date

John ...
By its Chairman

11/23/90
Date



Office of the Vice President
For Administrative Affairs

Telephone: (203) 397-4585

A unit of The Connecticut State University

SOUTHERN CONNECTICUT STATE UNIVERSITY

501 Crescent Street • New Haven, Connecticut 06515

1990

To: Dallas K. Beal, President
Connecticut State University

From: William R. Bowes, Vice President
Administrative Affairs

Date: January 31, 1990

Subject Letter of Agreement with SCSU Foundation Inc.

The SCSU Foundation Board of Directors at its meeting on December 20, 1989 endorsed a Letter of Agreement between the foundation and the university which addresses facility use, maintenance of records, liability, reimbursement of expenses and procedures for dissolution. The letter has been signed by Chairman Donald Baribault on behalf of SCSU Foundation Inc. and by President Michael J. Adanti for Southern Connecticut State University. An original and one copy are attached.

We are requesting that this letter be ratified by the Connecticut State University Board of Trustees as required by policy.

WRB :pb
Attachments

cc: M. J. Adanti, President
D. Baribault, Chairman SCSU Foundation Inc.
T. Lehman

10A

A unit of The Connecticut State University



SOUTHERN CONNECTICUT STATE UNIVERSITY

501 Crescent Street • New Haven, Connecticut 06515 • (203) 397-4234

OFFICE OF THE PRESIDENT

RECEIVED

OCT 5 1989

October 4, 1989

CONNECTICUT STATE UNIVERSITY

Dr. Dallas K. Beal
President
The Connecticut State University
P.O. Box 2008
New Britain, CT 06050

Dear Dallas:

I believe the draft letter of agreement defining the relationship between the foundation and the university adequately meets the requirements of the legislation. However, I remain concerned about the determination of required reimbursement, particularly reimbursement of employees. It appears differences persist among the campuses in the interpretation of the guidelines on this question. If one purpose of the letter of agreement is to establish consistency among the Connecticut State University campuses, we should attempt to resolve these differences.

I also share with you the note I received from Donald Baribault, SCSU Foundation Board Chairman, concerning the letter of agreement (enclosed). In regard to the issue of dissolution, Don raises an interesting issue concerning potential conflict with the Foundation's Certificate of Incorporation. I would like to follow-up on his suggestion that we review this with the foundation attorney prior to implementing the letter of agreement. It is possible that the other university foundations have the same problem.

Sincerely yours,


Michael J. Adanti
President

MJA/ab
Enclosure

SOUTHERN CONNECTICUT STATE UNIVERSITY
FOUNDATION, INCORPORATED
DONALD M. BARIBAULT
CHAIRMAN, BOARD OF DIRECTORS

September 20, 1989

Mr. William R. Bowes
SCSU Foundation Inc.
P.O. Box 3144
New Haven, CT 06515

Dear Bill:

I have reviewed the "Agreement Letter" draft...

Re **Liability** statement -

I'd like to see mutual protection... suggest we add:
"The Foundation shall not be liable for the obligations, acts
or omissions of the University."

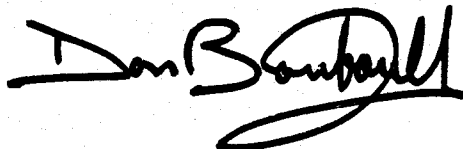
Re **Dissolution** statement -

Our Certificate of Incorporation (Article 7.) specifies:
"The duration of the Corporation shall be unlimited. In the
event of the dissolution of this Corporation, all of its
property and assets, after payment of all of its liabilities
and obligations, shall be distributed by the Board of
Directors to any non-profit charitable or educational
organization that promotes purposes similar to those of the
Foundation."

This statement seems to preclude our agreement to the
provisions (2) and (3) of the draft.

We should have our attorney review these points before we
respond to Central Office.

Best regards,



RECEIVED

SEP 21 1989

VICE PRESIDENT
ADMINISTRATIVE AFFAIRS

UNIVERSITY FOUNDATION OF WESTERN CONNECTICUT, INC.

BOARD OF DIRECTORS

Ronald J. Tarsi, Chairman
Gino Arconti
E. Roger Clark
Stephen Feldman
Richard Gretsch
Covington Hardee
Mary Lanigan
Frederick Leuthauser
Constantine Macricostas
A. Searle Pinney

Letter of Agreement

Between Western Connecticut State University on behalf of the Board of Trustees for the Connecticut State University and The University Foundation of Western Connecticut, Inc.

The following letter of agreement and the attached addenda (Board Resolution #899-180 and the non-discrimination contract language pursuant to Public Acts 88-351 and 89-253) establish the relationship between Western Connecticut State University, hereinafter referred to as the University, and University Foundation of Western Connecticut, Inc., hereinafter referred to as the Foundation, in accordance with Public Act 89-267. Both the University and the Foundation agree to adhere to the law and policies cited above and to the provisions contained herein until such time as this letter of agreement is rescinded or modified by consent of all parties and approved by the Board of Trustees.

Facilities and Resources

The University shall make available office space, storage space, office furniture and equipment, utilities, photocopying services, computer systems and space for the maintenance of the books and records of the Foundation. The reimbursement policies outlined below will be in place for those expenses that otherwise would not be incurred by the University as a result of Foundation operations.

The maintenance of such books and records at the University shall not cause them to be deemed public records be subject to disclosure pursuant to the provisions of section 1-19 of the Connecticut General Statutes.

Reimbursement

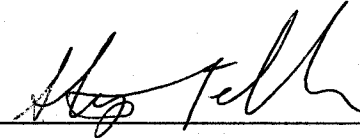
The Foundation shall reimburse the University for expenses, including the costs of personal services, which are incurred as a result of Foundation operations and which would not have been incurred otherwise by the University by customary University operations. In addition to such specific reimbursement, the Foundation shall provide an annual general reimbursement of \$1,500 to cover overhead costs.

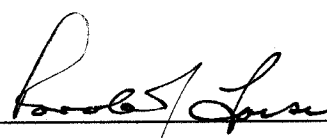
Neither the University nor the Board of Trustees for Connecticut State University shall be liable for the obligations, acts or omissions of the Foundation.

Dissolution

Should the Foundation cease to exist or cease to be a foundation as defined by Section 1 of Public Act 89-267, it shall

1. Be prohibited from using the name of the University;
2. Make available to the University its records, or copies of such records provided that such records or copies thereof shall not be deemed to be public records and shall not be subject to disclosure pursuant to the provisions of Section 1-19 of the Connecticut General Statutes; and
3. Transfer title of all of its remaining assets to the Board of Trustees for the benefit of the University, specifying applicable restrictions and in accordance with Section 10a-150 of the Connecticut General Statutes and Board Resolution 87-192.

Signature 
Title President WCSU
Date Oct 2, 1989

Signature 
Title Chairman
Date October 2, 1989

Connecticut State University
Board of Trustees'
Policies Governing CSU Relationships with Private Foundations

Preamble

The Board of Trustees for Connecticut State University (CSU) recognizes the following foundations as private corporations established to support, promote, and improve CSU or its individual campuses. The margin of excellence these foundations provide to enhance the CSU mission as a comprehensive public university and the related missions of its individual campuses is viewed by the Board as critical to the University's effective and efficient functioning.

- The Henry Barnard Foundation, Inc.
- CCSU Foundation, Inc.
- Eastern Connecticut State University Foundation, Inc.
- Southern Connecticut State University Foundation, Inc.
- University Foundation of Western Connecticut, Inc.

For the purposes of the following Board policies these foundations will be referred to individually and collectively as "the foundation."

In accordance with Public Act 89-267 of the Connecticut General Statutes, the Board of Trustees accepts full responsibility, and that of its chief executive officer and campus presidents, in assuring compliance with all state and federal laws governing the relationship between the Connecticut State University or its individual campuses and their respective foundations.

Nothing in the following policies is to be construed as an indication that such foundations are anything but private corporations. Accordingly, the Board of Trustees does not assume direct control of their operations.

Nonetheless, as the only legal entity empowered to accept gifts and donations from private sources for CSU and its campuses (Section 10a-150 of the Connecticut General Statutes and Board Resolution 87-192), the Board affirms its responsibility to assure that the principles outlined in law are followed.

I. Responsibility of the CSU Presidents

The President of Connecticut State University, and the Presidents of Central, Eastern, Southern and Western Connecticut State Universities, (referred to individually and collectively for the purposes of the following policies as "the president") shall ensure:

- A. • That the foundation is governed by a board to oversee foundation operations;

- B. ● That the membership of the foundation's board includes ex officio non-voting institutional representatives. These representatives shall include:
- (1) The president of the institution (or his/her designee);
 - (2) A student representative elected by students in accordance with the process outlined below; and
 - (3) A faculty representative elected by faculty in accordance with the process outlined below.

Student and Faculty Elections

- C. ● Election of Students to the Foundation Board.
- (1) Each foundation shall have an elected student representative who shall serve as a non-voting member of the governing board of the foundation.
 - (2) The student representative to the Barnard Foundation shall be elected for a one-year term by the CSU Student Advisory Board from its membership.
 - (3) The student representative to the campus foundations shall be elected for a one-year term by the respective student senates from their memberships.
 - (4) The terms of student representatives on the foundation boards shall terminate with the election of the subsequent student representative.
 - (5) Such student elections shall take place at the first CSU Student Advisory Board or campus student senate meeting of the academic year, but in any case, no later than October 31 of that year.
 - (6) The filling of unexpired student vacancies shall take place by special elections held by the respective constituencies outlined above.
- D. ● Election of Faculty Members to the Foundation Board.
- (1) Each foundation shall have an elected faculty member who shall serve as a non-voting member of the governing board of the foundation.
 - (2) The faculty representative to the Barnard Foundation shall be elected for a one-year term on a rotating basis from each of CSU's campus faculty senates beginning with the following schedule and rotating annually thereafter:

- (a) From Central, academic 1989-90;
 - (b) From Eastern, academic 1990-91;
 - (c) From Southern, academic 1991-92;
 - (d) From Western, academic 1992-93.
- (3) The faculty representative to the campus foundation shall be elected from the corresponding campus faculty senate for a one-year term.
 - (4) The terms of faculty representatives to the foundation boards shall terminate with the election of the subsequent faculty representative.
 - (5) Such faculty elections shall take place at the first meeting of the faculty senate for the academic year, but in any case, no later than October 31 of that year.
 - (6) The filling of unexpired faculty vacancies shall take place by special election held by the corresponding constituency.

The President further shall ensure:

- E. ● That the foundation board annually file with the president and the Board of Trustees an updated list of members and officers of such board;
- F. ● That the salaries, benefits and expenses of officers and employees of the foundation be paid solely by the foundation, and that the foundation board annually approve such salaries assuring compliance with all federal IRS requirements;
- G. ● That the foundation use generally accepted accounting principles in its financial record-keeping and reporting;
- H. ● That any person soliciting funds or any other thing of value for donation to the foundation, at the time of such solicitation and in any receipt for or other written confirmation of such donation, clearly and conspicuously disclose that the funds or other things of value donated are to be provided to the foundation as distinct from the university or specific foundation accounts, and that the identity of the donor may be kept confidential by written request of the donor;
- I. ● That no officer or employee of the university shall receive a salary, fee or loan, or any compensation or other thing of value from the foundation, or withdraw funds from the foundation for any purpose, without written approval from

the president. Such approval shall include the terms of such compensation or withdrawal;

- J. ● That such written approval may be issued in advance to the designated employee for reimbursements of recurring expenses of no more than \$500 per quarter, and that the president shall receive quarterly reports of the amounts disbursed and the purposes for which they are used;
- K. ● That under subsections I and J of this section (I.) if the President of Connecticut State University is the officer or employee in question, the written approval shall be that of the Chairman of the Board of Trustees;
- L. ● That under subsections I and J of this section (I.) if the President of a CSU campus is the officer or employee in question, the written approval shall be that of the CSU President.
- M. ● That the foundation board adopt an approval process for authorization of expenditures of unrestricted funds, or changes in such planned expenditures;
- N. ● That the foundation board adopt a written investment policy and that the policy address the distribution of investment income and related costs.

II. Full Private Audits

The President further shall ensure:

- A. ● That if the foundation has in any of its fiscal years, receipts and earnings from investments totaling \$100,000 or more, it shall have completed on its behalf for such fiscal year a full audit of the books and accounts by a certified public accountant;
- B. ● That if the foundation has receipts and earnings of less than \$100,000 in each fiscal year during three of its consecutive fiscal years, it shall have completed on its behalf a full audit of the books and accounts for every third year by a certified public accountant; and that for the two years that the full audit is not required, the foundation shall submit to the President a financial statement as provided by sub-section 7 of section 2 of Public Act 89-267;
- C. ● That the foundation conduct its first full audit for the fiscal year following the effective date of Public Act 89-267 (October 1, 1989) except that the Barnard Foundation shall conduct its first full audit for the previous fiscal year;

- D. ● That each audit be conducted in accordance with generally accepted auditing standards and include financial statements, a management letter, and an audit opinion which addresses the conformance of the operating procedures of the foundation to the provisions herein, and recommends any corrective actions needed to ensure such conformance;
- E. ● That the audit report disclose the receipt or use by the foundation of any public funds in violation of the provisions herein;
- F. ● That the foundation provide a copy of each audit report to the president, who shall in turn submit copies to the Board of Trustees, the Board of Governors for Higher Education, and the Auditors of Public Accounts;
- G. ● That each financial statement include the total receipts and earnings from investments and the amount and purpose of each receipt of funds by the university from the foundation;
- H. ● That the President and chief fiscal officer of Connecticut State University or president and chief fiscal officer of the respective CSU campuses shall review each audit report;
- I. ● That the president sign a letter indicating that he/she has reviewed the audit report and transmit a copy of the letter and report to the Auditors of Public Accounts, who shall have access to the relevant working papers compiled by the certified public accountant in the preparation of the private audit and may conduct an audit of the books and accounts of the foundation as provided in sub-section (b) of section 3 of Public Act 89-267 if the audit report indicates:
 - (a) Funds for deposit and retention in state accounts have been deposited and retained in foundation accounts; or
 - (b) State funds, personnel, services or facilities have been used in violation of the policies outlined herein.

III. Letter of Agreement

The President shall further ensure:

- A. ● That there be a written agreement between the university and the foundation;
- B. ● That the agreement, which shall follow a format as provided for by the Connecticut State University President, shall:
 - (a) Address any use by the foundation of the university's facilities and resources including, but not limited to, office space, storage space, office

furniture and equipment, utilities, photocopying services, computer systems and the maintenance by the university of the books and records of the foundation;

(b) Provide that the university shall have no liability for the obligations, acts or omissions of the foundation;

(c) Require the foundation to reimburse the university for expenses the university incurs as a result of foundation operations if the university would not have otherwise incurred such expenses, and that the foundation may provide an additional general reimbursement for overhead expenses to be negotiated between the foundation and the university; and

(d) Provide that if the foundation ceases to exist or ceases to be a foundation:

(1) The foundation shall be prohibited from using the name of the university;

(2) The records of the foundation, or copies of such records, shall be made available to, and may be retained by the university; and

(3) There are procedures for the disposition of the financial and other assets of the foundation.

IV. State Accounts

The Board of Trustees prohibits the channeling of state funds into foundation accounts. Accordingly, the president must ensure that the following funds be deposited and retained in state accounts:

- A. ● All funds or other things of value received through proposals or other means with an obligation for service primarily to the donor by the university including, but not limited to, research, training, education or public service activities, (except those funds or things of value given to the foundation by a charitable trust which, on or before October 1, 1989, does not permit the giving of its funds or other things of value to a state agency);
- B. ● Gifts and donations, including cash, endowments, stock, real estate, personal property or other property of value, made to the university; and
- C. ● Funds received directly from the foundation by the university.

9/8/89

Contract Language Required

Pursuant to Public Acts 88-351 and 89-253

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance

with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56, as amended by Section 5 of Public Act 89-253; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Eff. 7/1/89

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.



**Connecticut
State
University**

Central • Eastern • Southern • Western

11.57

P.O. Box 2008, New Britain, Connecticut 06050
(203) 827-7700

RESOLUTION

concerning

ADDENDUM TO THE LETTER OF AGREEMENT

between

WESTERN CONNECTICUT STATE UNIVERSITY

and

THE UNIVERSITY FOUNDATION OF WESTERN CONNECTICUT, INC.

December 1, 1989

WHEREAS, The letter of agreement between Western Connecticut State University and the University Foundation of Western Connecticut, Inc. was signed by the President of Western Connecticut State University and the Chairman of the University Foundation of Western Connecticut, Inc. on October 2, 1989 pursuant to Public Act 89-253 and Board Resolution # 89-180; and

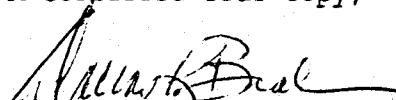
WHEREAS, Said letter of agreement was approved by the Connecticut State University Board of Trustees on October 6; and

WHEREAS, Said letter of agreement governs the relationship between Western Connecticut State University and the University Foundation of Western Connecticut, Inc.; and

WHEREAS, An addendum to said letter of agreement was signed on November 9, 1989 by the President of Western Connecticut State University and the Chairman of the University Foundation of Western Connecticut, Inc. requiring an annual donation of \$2,000 by the Foundation of Western Connecticut, Inc. to the libraries of Western Connecticut State University to cover expenses which may be incurred through the Foundation members' use of the University's libraries; therefore be it

RESOLVED, That the Connecticut State University Board of Trustees adopt said addendum to the original letter of agreement between Western Connecticut State University and the University Foundation of Western Connecticut, Inc.

A Certified True Copy,


Dallas K. Beal
President



An Equal
Opportunity
Employer

UNIVERSITY FOUNDATION OF WESTERN CONNECTICUT, INC.

BOARD OF DIRECTORS

- Ronald J. Tarsi, Chairman
- Gino Arconti
- E. Roger Clark
- Stephen Feldman
- Richard Gretsche
- Covington Hardee
- Mary Lanigan
- Frederick Leuthauser
- Constantine Macricostas
- A. Searle Pinney

Letter of Agreement

Effective October 1, 1989 the University of Foundation of Western Connecticut, Inc. shall donate to the libraries at Western Connecticut State University \$2,000 annually. This donation is made to cover expenses which may be incurred through Foundation members' use of the libraries.

Signature *Ronald J. Tarsi*
 Title Chairman - Univ. Fdn. West. Ct.
 Date November 9, 1989

Signature *Stephen Feldman*
 Title President, Western Connecticut State University
 Date November 9, 1989