



**Connecticut  
State  
University**

Central • Eastern • Southern • Western

*Rescinded by*  
99-47  
BR#90-19

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

Office of the President

RESOLUTION

Adopting

Letters of Agreement Between CSU, Its Constituent Campuses, And The  
Corresponding Private Foundations

March 2, 1990

RESOLVED, That the Board of Trustees adopts the attached letters of  
agreement between:

Connecticut State University and the Henry Barnard  
Foundation, Inc.;

Central Connecticut State University and the CCSU  
Foundation, Inc.;

Eastern Connecticut State University and the Eastern  
Connecticut State University Foundation, Inc.;

Southern Connecticut State University and the Southern  
Connecticut State University Foundation, Inc.;

and

Western Connecticut State University and the University  
Foundation of Western Connecticut, Inc.

Effective March 2, 1990.

*L. J. Davidson*  
\_\_\_\_\_  
L. J. Davidson



An Equal  
Opportunity  
Employer

**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the law and policies cited above and to the provisions contained herein until such time as this letter of agreement is rescinded or modified by consent of all parties and approved by the Board of Trustees.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. Cannon*  
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**

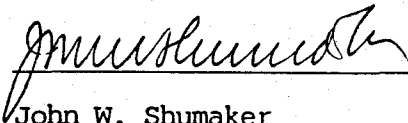
Neither the University nor the Board of Trustees for Connecticut State University shall be liable for the obligations, acts or omissions of the Foundation.

**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

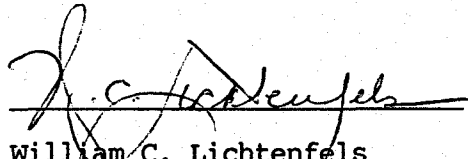
- (1) Be prohibited from using the name of the University;
- (2) Make available to the University, its records, or copies of such records provided that such records or copies thereof shall not be deemed to be public records and shall not be subject to disclosure pursuant to the provisions of Section 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

Letter of Agreement

OBSOLETE  
See BR90-165

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 Ash  
By its President

Jan 12, 1990  
Date

John B. ...  
By its Chairman

11/23/90  
Date

# 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

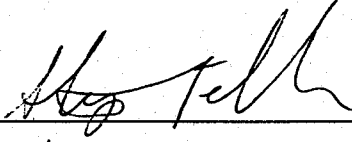
The Foundation shall reimburse the University for expenses, including the costs of personal services, which are incurred as a result of Foundation operations and which would not have been incurred otherwise by the University by customary University operations. In addition to such specific reimbursement,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

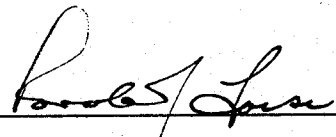
Neither the University nor the Board of Trustees for Connecticut State University shall be liable for the obligations, acts or omissions of the Foundation.

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**

Central • Eastern • Southern • Western

BR#89-225

*See also BR #89-19*

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 Gretsch  
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 - UN/UEE. FUND. WEST. CT  
Date November 9, 1989

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



Connecticut  
State  
University

• Eastern • Southern • Western

Office of the President

*Becky  
File  
Richard Ross*

*Ms. Higgins*

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

April 2, 1990

John R. Whelan  
Diane Whitney  
Assistant Attorneys General  
Office of the Attorney General  
110 Sherman Street  
Hartford, Connecticut 06105

Dear John and Diane:

Attached is a copy of the Connecticut State University's foundation policies as amended by the CSU Board of Trustees on March 30, 1990. The original policies were adopted on September 8, 1989.

The major change to the policies is that pertaining to the election of student and faculty representatives to our foundation boards. Under the new policies, these elections are held during the spring rather than fall semester, and are to be conducted from the entire student bodies and faculty rather than from the student and faculty senates respectively. Other changes include clarifications such as the board's responsibilities, vis-a-vis the approval of letters of agreement and those concerning the role of CSU employees.

If you have any questions about these policies, please feel free to contact me or Dr. Peter Rosa, Director of Governmental Relations, at 827-7399. In the meantime, I hope this copy of our new policies is helpful.

Sincerely,

Dallas K. Beal  
President

enclosure

cc: CSU Presidents  
Governmental Relations Liaisons  
Foundation Chairmen  
Ms. Tresselt



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.     o   That the foundation is governed by a board to oversee foundation operations;

- B. o 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. o 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 on a rotating basis from each of CSU's campuses beginning with the following schedule:
    - (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 student representative to the campus foundations shall be elected for a one-year term by the respective student bodies.
  - (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 during student campus elections the spring before the academic year in which the representative will serve, but in any case, no later than May 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.    o 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 by each of CSU's campus faculty senates from the respective faculties 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 by the corresponding 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 during faculty senate elections during the spring before the academic year in which the representative will serve, but in any case, no later than May 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.    o That the foundation board annually file with the president and the Board of Trustees an updated list of members and officers of such board, and foundation salaries, consulting fees, loans, and perquisites paid or given by the foundation to CSU employees;
- F.    o 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.    o That any potential conflict of interest by CSU employees is avoided in foundation operations and transaction, and in the relationship between the foundation and the institution;
- H.    o That the foundation use generally accepted accounting principles in its financial record-keeping and reporting;
- I.    o 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;
- J.    o 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;
- K.    o 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; recurring expenses are defined as those pertaining to routine university relations activities (e.g., legislative breakfasts, luncheons, etc.);
- L.    o 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;
- M.    o 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.
- N.    o That the transfer of gifts and donations from the foundation to the university is consistent with Section 10A-150 of the Connecticut General Statutes and CSU Board Resolution 87-192, and that quarterly foundation records of such transfers include dollar amounts or approximate value, purposes, and recipients of such transfers;
- O.    o That the foundation board adopt an approval process for authorization of expenditures of unrestricted funds, or changes in such planned expenditures;

- P. o That the foundation board adopt a written investment policy and that the policy address the distribution of investment income and related costs.

## II. Responsibility of the CSU Board of Trustees

The Board of Trustees for the Connecticut State University shall ensure that the President of Connecticut State University, and the respective presidents of Central, Eastern, Southern, and Western Connecticut State Universities conform to Section I. of these policies. The Board also shall:

- A. Approve the letters of agreement between Connecticut State University and its constituent campuses with the corresponding foundations;
- B. Review annually the foundation salaries, consulting fees, loans, and perquisites paid or given by the foundation to CSU employees as outlined in Section I.K. of these policies.

## III. Full Private Audits

The President further shall ensure:

- A. o 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 an independent certified public accountant;
- B. o 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 an independent 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. o 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. o 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.     o   That the audit report disclose the receipt or use by the foundation of any public funds in violation of the provisions herein;
- F.     o   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.     o   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.     o   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.     o   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.

#### IV. Letter of Agreement

The President shall further ensure:

- A.     o   That there be a written agreement between the university and the foundation;
- B.     o   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.

#### V. 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.     o 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.     o Gifts and donations, including cash, endowments, stock, real estate, personal property or other property of value, made to the university; and
- C.     o Funds received directly from the foundation by the university.

3/27/90



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

RESOLUTION

adopting

EASTERN CONNECTICUT STATE UNIVERSITY'S  
LETTER OF AGREEMENT

with

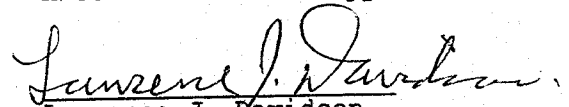
THE EASTERN CONNECTICUT STATE UNIVERSITY FOUNDATION, INC.

November 2, 1990

BE IT RESOLVED, that the letter of Agreement between Eastern Connecticut State University and the Eastern Connecticut State University Foundation, Inc. dated October 3, 1989 is rescinded, and be it further

RESOLVED, that the letter of Agreement between Eastern Connecticut State University and the Eastern Connecticut State University Foundation, Inc. dated October 11, 1990 and attached hereto be approved.

A Certified True Copy:

  
Lawrence J. Davidson  
Chairperson

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, <sup>in accordance with Public Act 89-267 and Board Resolution #90-31</sup> ~~#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.

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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, the Board of Trustees for Connecticut State University nor the Foundation shall have any liability for the obligations, acts or omissions of the other party.

Other

The Foundation shall insure that any monies received by the Foundation and defined in Section (3) of Public Act 89-267 as funds that should be deposited at the University are transferred to the University in a timely manner.

To the extent that it can do so, consistent with US Postal Service Statutes and Regulations, the Foundation may use the University intra-campus mail system.

The Foundation shall be responsible for retaining and compensating the independent auditing firm that is required by Section 2(7) of Public Act 89-267.

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, in consultation with the University and consistent with donor intent. The Foundation shall specify applicable restrictions and transfer title in accordance with Section 10a-150 of the Connecticut General Statutes and Board Resolution 87-192.

Signature *Daniel M. Carter* Signature *Donald K. Hodges*

Title President, ECSU Title Chairman of the Board

Date October 11, 1990 Date October 11, 1990

cc: Dallas K. Beal  
President, CSU